

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT IN AND FOR  
OKALOOSA COUNTY, FLORIDA

IN RE: BRIDGEWAY CENTER  
CYBER INCIDENT LITIGATION

Lead Case No.: 2024-CA-1395

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

Pursuant to Rule 1.220 of the Florida Rules of Civil Procedure, Plaintiffs<sup>1</sup>, individually, and on behalf of the Settlement Class, respectfully submit this Unopposed Motion for Preliminary Approval of Class Action Settlement. In support of their Motion for Preliminary Approval, Plaintiffs submit a Joint Declaration of Class Counsel (“Joint Decl.”), attached as *Exhibit B*.

**I. INTRODUCTION AND PROCEDURAL HISTORY**

This Action concerns a data security incident that occurred at Bridgeway. On or February 21, 2024, Bridgeway Center noticed suspicious activity on its network. A subsequent forensic investigation determined that unauthorized third-party actors had infiltrated Bridgeway’s system and gained access to Bridgeway’s network on February 21-23, 2024. Bridgeway’s investigation confirmed the Cyber Incident included 65,386 individuals’ Private Information, including names, addresses, telephone numbers, dates of birth, Social Security numbers, and health insurance information, used by Bridgeway for its business operations.

As a result, in May of 2024, Plaintiffs filed their respective class action complaints against Bridgeway asserting various causes of action, including, but not limited, to: (1) negligence; (2)

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<sup>1</sup> All capitalized terms herein shall have the same meanings as those defined in the Settlement Agreement, attached as *Exhibit A*.

breach of implied contract; (3) breach of fiduciary duty; (4) unjust enrichment; and (5) seeking declaratory and injunctive relief, aiming to represent a nationwide class of impacted individuals.

Shortly after the filing of the actions, the Parties began discussing settlement and scheduled a mediation with an experienced class action mediator, Steven Jaffe of Upchurch Watson White & Max, for July 22, 2024. In advance of the mediation, Plaintiffs propounded informal discovery requests on Bridgeway, to which Bridgeway responded by providing detailed information related to, among other things, the nature and cause of the Cyber Incident, the number and geographic location of individuals impacted by the Cyber Incident, and the specific type of information impacted. The Parties also exchanged mediation statements in advance of the mediation.

After a full day of contentious mediation, the Parties were unable to reach a resolution. In the following days, the Parties continued to negotiate and were ultimately able to reach an agreement on the material terms of the Settlement on July 24, 2024.

Thereafter, on August 6, 2024, the Parties filed a Notice of Classwide Settlement. For nearly three weeks following mediation, the Parties negotiated the Agreement, which was signed by the Parties and their counsel on August 22, 2024.

## **II. THE SETTLEMENT**

The Parties have entered into a classwide Settlement to resolve Plaintiffs' and the Settlement Class' claims related to the Cyber Incident. As demonstrated below, the Settlement provides significant relief for the Settlement Class, including a non-reversionary \$615,000.00 all cash Settlement Fund and cybersecurity improvements. Subject to the Court's approval, the Settlement Fund will be used to pay all Settlement Class Members Benefits, all Settlement Administration Costs, any court-approved Service Awards of up to \$2,000.00 to each Class Representative to compensate them for the time they spent and risk they incurred, and any court-

approved attorneys' fees and costs. The Parties have agreed to a direct Notice Program designed to afford Settlement Class members the best notice practicable and to advise them of their rights under the Settlement.

As explained below, the Settlement meets all requirements for Preliminary Approval. Therefore, Plaintiffs respectfully request the Court enter an order: (i) granting Preliminary Approval of the Settlement; (ii) provisionally certifying the Settlement Class for settlement purposes; (iii) appointing the Plaintiffs as Class Representatives and Plaintiffs' counsel as Class Counsel for the Settlement Class; (iv) approving the form of the Notices and the Notice Program; (v) approving the Claim Form and the Claim process; (vi) appointing Epiq Class Action & Claims Solutions, Inc. as the Settlement Administrator; (vii) establishing procedures and deadlines for the Settlement Class to opt-out or object to the Settlement; and (viii) scheduling a Final Approval Hearing at which time the Court will consider Final Approval of the Settlement and Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

### **III. ARGUMENT**

To certify a class action for settlement purposes, a court must first determine that all the requirements for class certification set forth in Florida Rule of Civil Procedure 1.220(a) and at least one of the requirements of Rule 1.220(b), are satisfied. *See Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 620 (1997)<sup>2</sup> (explaining that a settlement class must satisfy the requirements of numerosity, commonality, typicality, and adequacy of representation, as well as predominance and superiority).

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<sup>2</sup> Florida Rule of Civil Procedure 1.220 is patterned after Rule 23 of the Federal Rules of Civil Procedure; consequently, Florida courts consider case law interpreting Rule 23 as persuasive. *Broin v. Philip Morris Co.*, 641 So. 2d 888, 889 n.1 (Fla. 3d DCA 1994).

Once it is determined the settlement class meets the requirements for class certification pursuant to Rule 1.220, a court's analysis turns to the terms of the proposed settlement. *Gross v. Fidelity National Title Ins. Co.*, 983 So. 2d 1165, 1170 (Fla. 3d DCA 2008). The approval of a class action settlement as fair, adequate, and reasonable is a two-step process. First, the court must determine whether the proposed settlement terms fall within the range of reasonableness such that preliminary approval is warranted. Second, after notice is given to the class, the court must evaluate whether final approval is warranted. *See Manual for Complex Litigation*, Third, § 30.41, at 236-37 (1995). In granting preliminary approval, courts typically first certify the class for settlement purposes, then consider the fairness of the settlement at the final hearing. *See, e.g., Gross*, 983 So. 2d at 1170. Preliminary approval should be granted here.

**A. Certification of the Settlement Class for Settlement Purposes is Warranted.**

The threshold requirements for class certification are outlined in Florida Rule of Civil Procedure 1.220. A class action may only be certified after the court determines that: (1) there is sufficient numerosity of class members; (2) there is commonality of the claims or defenses of the named class representative and each member of the class; (3) the claims or defenses of the class representative are typical of the class; and (4) the class representative can fairly and adequately represent the interests of each member of the class. *See Fla. R. Civ. P. 1.220(a)*. Further, the court must conclude that one of the subdivisions of Rule 1.220(b) are satisfied, including whether

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

Fla. R. Civ. P. 1.220(b)(3).

Here, certification of the Settlement Class is warranted because the requirements of Florida Rule of Civil Procedure 1.220 are satisfied for purposes of the Settlement. First, as to Rule 1.220(a), numerosity is established because there are 65,386 Settlement Class members. *See DeSouza v. Aerocare Holdings LLC*, No. 6:22-cv-1047-RBD-LHP, 2023 WL 5434712, at \*4 (M.D. Fla. Aug. 7, 2023) (numerosity met for 32,035 class members). Second, commonality is established because the Settlement Class members' claims all turn on whether Bridgeway's security environment was adequate to protect the Settlement Class' 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. Third, typicality is shown because there is a nexus between Plaintiffs' and other Settlement Class members' claims since they each concern Bridgeway's alleged failure to protect sensitive Personal Information in connection with the Cyber Incident, and are thus based on the same legal theories and underlying events. Finally, adequacy is also established because Plaintiffs and Class Counsel have zealously litigated Plaintiffs' claims, secured substantial relief, and have no interests antagonistic to the Settlement Class. *See* Joint Decl. ¶¶ 13-18. Further, Class Counsel are highly qualified and have a great deal of experience litigating consumer class actions, including in the data privacy context. *See id.* ¶ 12 and Ex. 1-4.

As to Rule 1.220(b)(3), for purposes of the Settlement, common factual and legal questions predominate here, based on Bridgeway's alleged failure to safeguard all Settlement Class members' Private Information from unauthorized access. The answers to these key questions will be the same for each Settlement Class member because all of them had their Private Information impacted in the Cyber Incident. As such, the predominance requirement is readily satisfied. Likewise, superiority is met, given that a class action is the only reasonable method to fairly and efficiently adjudicate Settlement Class members' claims. *See, e.g., In re: Overby-Seawell Co. Cust.*

*Sec. Breach Litig.*, No. 1:23-MD-03056 (N.D. Ga.), ECF No. 88 at 6 (finding class settlement of data breach class action superior to other methods available). Preliminary certification of the Settlement Class is warranted here.

**B. The Proposed Notice Is the Best Practicable and Comports with Due Process Requirements.**

The notice requirements of Rule 1.220(c) are designed to provide sufficient due process to class members by informing them of the pendency of the action and providing an opportunity to be heard or opt-out and must be the “best notice that is practicable under the circumstances.” *Nelson v. Wakulla County*, 985 So. 2d 564, 576 (Fla. 1st DCA 2008). 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).

The Notice Program satisfies the foregoing criteria. The Notice will be disseminated to all individuals who fall within the definition of the Settlement Class and whose names and addresses can be identified with reasonable effort from Bridgeway’s records, and through databases tracking nationwide addresses and address changes. In addition, the Settlement Administrator will create and maintain the Settlement Website containing relevant information about the Settlement. Further, the Notice includes, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the last day of the Opt-Out Period for Settlement Class members to opt-out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or Class Counsel’s Application for

Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class members may access the Agreement and other related documents and information. Agreement ¶ 78; *see also Nolan v. Integrated Real Estate Processing, LP*, 2009 WL 10670779, at \*7 (M.D. Fla. Sep. 9, 2009) (setting forth what should be included in notice of settlement). The Notice Program also advises the Settlement Class that Class Counsel may apply to the Court for Service Awards of up to \$2,000.00 each for the Class Representatives, an award of attorneys' fees of up to 33.33% of the Settlement Fund, and reimbursement of costs. *See* Agreement, Ex. 1, 2. Thus, the Notice provided to Settlement Class members constitutes the best practicable and comports with due process requirements.

**C. The Terms of the Settlement are Fair and Reasonable.**

Preliminary approval of a class action settlement “is not binding, and it is granted unless a proposed settlement is obviously deficient.” *Smith v. Wm. Wrigley Jr. Co.*, 2010 WL 2401149, at \*2 (S.D. Fla. June 15, 2010). “Preliminary approval is appropriate where the proposed settlement is the result of the parties' good faith negotiations, there are no obvious deficiencies and the settlement falls within the range of reason.” *Id.* To approve a class action settlement, the trial court must find that the agreement was “fair, reasonable, and adequate.” *Nelson v. Wakulla County*, 985 So. 2d 564, 570 (1st DCA 2008) (quoting § 23.161 [1], *Moore's Federal Practice*).

As will be set forth in greater detail in the Motion for Final Approval—and as demonstrated by the terms of the Agreement—all six factors suggested by the First District Court of Appeals to evaluate the fairness, reasonableness, and adequacy of a settlement favor approval here. *See Nelson*, 985 So. 2d at 57. The relevant factors include (1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point over or below the range of possible recovery at which a settlement is fair, adequate, and reasonable; (4) the complexity, expense, and duration of the

litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of the proceedings at which the settlement was achieved. *Id.* The Eleventh Circuit has also identified factors used by Florida courts to evaluate settlements<sup>3</sup>, which again favor the settlement here. *See Leverso v. Southtrust Bank*, 18 F.3d 1527, 1530 n. 6 (11th Cir. 1994). In particular, the Court should consider the absence of fraud or collusion behind the Settlement, which do not exist here. *See id.* The Settlement was entered into after arms-length negotiations and with the assistance of Steve Jaffe, an experienced and well-respected class action mediator. *See Joint Decl.* ¶¶ 4-8.

Moreover, continued litigation would be lengthy and expensive. Data breach litigation is often difficult and complex. *Id.* ¶ 25. Although the Parties entered into a settlement relatively early in litigation, the Settlement negotiations were hard-fought, and the Parties expended significant time and energy on this Action. *Id.* ¶ 26. Plaintiffs also had sufficient information to evaluate the merits and negotiate a fair, adequate, and reasonable settlement. *See, e.g., Cotter v. Checkers Drive-In Restaurants, Inc.*, No. 8:19-cv-1386-VMC-CPT, 2021 WL 3773414, at \*9 (M.D. Fla. Aug. 25, 2021) (approving settlement where parties settled relatively early with experienced counsel who had sufficient information to evaluate merits of the case, engaged in full-day mediation, and engaged in post-mediation discovery). This case has been thoroughly investigated by counsel experienced in data breach litigation. *See Joint Decl.* ¶¶ 5, 6, 12, 23. Moreover, Class Counsel's informal exchange of discovery and mediation with an experienced mediator has ensured a fair, reasonable, and adequate Settlement. *See id.*; *see also id.* ¶¶ 4-8, 11, 22. Indeed, the Settlement Class Member Benefits are significant in light of the risks. *Id.* ¶ 14. Plaintiffs and Class Counsel

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



believe the Settlement is an extremely favorable result for the Settlement Class in light of factors stated above and anticipate that members of the Settlement Class will be satisfied with the result as well. *See id.* ¶¶ 22, 27. In reality, the reaction of the Settlement Class can only be evaluated in considering Final Approval of the Settlement.

For these reasons, Plaintiffs respectfully submit there are no obvious deficiencies to the Settlement precluding Preliminary Approval and, therefore, this motion should be granted. For the convenience of the Court, Plaintiffs submit the following proposed schedule, which is also reflected in the proposed Preliminary Approval Order submitted for the Court’s consideration:

**PROPOSED SCHEDULE**

Deadline to commence Notice Program	<b>Within 20 days of Preliminary Approval Order</b>
Deadline to complete Notice Program	<b>At least 45 days before the original date of Final Approval Hearing</b>
Deadline for filing Motion for Final Approval, including Class Counsel’s Application for Attorneys’ Fees and Costs	<b>45 days before the original date of Final Approval Hearing</b>
Opt-out Period Ends	<b>30 days before the original date of Final Approval Hearing</b>
Objection Period Ends	<b>30 days before the original date of Final Approval Hearing</b>
Claim Form Deadline	<b>15 days after the Final Approval Hearing</b>
Final Approval Hearing	<b>Week of January 20, 2025 (or such later date available on the Court’s calendar).</b>

**III. CONCLUSION**

Plaintiffs respectfully request that the Court: (1) Preliminarily approve the Settlement; (2) Certify the Settlement Class for settlement purposes; (3) Approve the Notices and Notice Program, including the opt-out and objection procedures; (4) Approve the Claim Form and Claims process; (5) Appoint Plaintiffs as Class Representatives; (6) Appoint Jeff Ostrow of Kopelowitz Ostrow P.A., Mariya Weekes of Milberg Coleman Bryson Phillips Grossman, PLLC, A. Brooke Murphy of Murphy Law Firm, and Phil J. Krzeski of Chestnut Cambrone PA, as Class Counsel; (7) Appoint

Epiq Class Action & Claims Solutions, Inc. as the Settlement Administrator; and (8) Enter the proposed Preliminary Approval Order, attached hereto as *Exhibit C*.

Dated: August 23, 2024.

Respectfully submitted,

By: Jeff Ostrow

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*Attorneys for Plaintiffs and the Settlement  
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on August 23, 2024, I electronically filed the foregoing with the Clerk of the Court which will send notice of electronic filing to all counsel of record.

/s/ Jeff Ostrow  
Jeff Ostrow

# EXHIBIT A

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT IN AND FOR  
OKALOOSA COUNTY, FLORIDA**

\_\_\_\_\_)  
IN RE: BRIDGEWAY CENTER )  
CYBER INCIDENT LITIGATION ) **LEAD CASE NO. 2024-CA-1395**  
\_\_\_\_\_)

**SETTLEMENT AGREEMENT AND RELEASES**

This Settlement Agreement<sup>1</sup> is entered into between Plaintiffs, Jeff Beaver, Justin Beck, Kimberly Davidson, and Jennifer Nelson, on behalf of themselves and the Settlement Class, and Defendant, Bridgeway Center Inc., as of the date last signed below. 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. Bridgeway Center, Inc. is a mental healthcare provider, operating outpatient locations that serve patients in and around Okaloosa County, Florida.

2. In operating its healthcare network, Bridgeway Center collects, maintains, and stores personal information pertaining to its patients, including, but not limited to, patients' names, Social Security numbers, driver license numbers, military identification numbers, date of birth, therapist/doctor notes, mental or physical condition/treatment, diagnosis information, medical procedure information, dates of service, medical record numbers, sickness certificates, and prescription information.

3. On or about February 21, 2024, Bridgeway Center noticed suspicious activity on its network. A subsequent forensic investigation determined that unauthorized third-party actors

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<sup>1</sup> All capitalized terms herein shall have the same meanings as those defined in Section II below or as defined elsewhere in the Agreement.

had infiltrated Bridgeway's system and gained access to Bridgeway's network on February 21-23, 2024.

4. When Bridgeway Center became aware of the Cyber Incident, a forensic investigation was conducted to evaluate the incident. In early May of 2024, Bridgeway notified approximately 65,386 individuals that their Private Information may have been impacted by the Cyber Incident.

5. As a result, in May of 2024, Plaintiffs Justin Beck, Kimberly Davidson, Lisa Joy, and Jennifer Nelson filed their respective class actions against Bridgeway Center in Okaloosa County Circuit Court, asserting various causes of action, including, but not limited, to the following: (1) negligence; (2) breach of implied contract; (3) breach of fiduciary duty; (4) unjust enrichment; and (5) seeking declaratory and injunctive relief, aiming to represent a nationwide class of aggrieved individuals. [DE #1].

6. Shortly after the filing of the four actions, the Parties began discussing settlement and scheduled a mediation with mediator Steven Jaffe of Upchurch Watson White & Max for July 22, 2024. In advance of the mediation, the Plaintiffs propounded informal discovery requests on Bridgeway Center, to which Bridgeway responded by providing information related to, among other things, the nature and cause of the incident, the number and geographic location of victims impacted by the Cyber Incident, and the specific type of information potentially accessed. The Parties also exchanged mediation statements in advance of the mediation.

7. After a full day of contentious mediation, the Parties were unable to reach a resolution.

8. In the following days, the Parties continued to negotiate and, with the continued assistance of the mediator, were ultimately able to reach an agreement on the materials terms of

the settlement on July 24, 2024.

9. Thereafter, on August 6, 2024, the Parties filed a Notice of Classwide Settlement.[DE #6].

10. 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. Bridgeway Center 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. Bridgeway Center 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, Bridgeway Center, 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

11. “**Action**” means the consolidated class action lawsuit entitled: *In re: Bridgeway Center Cyber Incident Litigation*, Case No. 2024-CA-1395.

12. “**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.

13. “**Cash Payment**” means compensation paid to Settlement Class Members who elected either Cash Payment A or Cash Payment B.

14. “**Cash Payment A**” means compensation paid to Settlement Class Members for ordinary losses or extraordinary losses.

15. “**Cash Payment B**” means a \$125.00 cash payment Settlement Members may elect in the alternative to Cash Payment A..

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

17. “**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.

18. “**Claim Form Deadline**” shall be 15 days following the initial scheduled Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class member to be eligible for a Cash Payment.

19. “**Claimant**” means a Settlement Class member who submits a Claim Form.

20. “**Class Counsel**” means: Jeff Ostrow of Kopelowitz Ostrow P.A., Mariya Weekes of Milberg Coleman Bryson Phillips Grossman, PLLC, A. Brooke Murphy of the Murphy Law Firm, and Philip J. Krzeski of Chestnut Cambronne PA.



21. “**Class List**” means a list of Settlement Class members. Bridgeway Center shall prepare and provide the Class List to the Settlement Administrator for Notice using information in Bridgeway Center’s records. The Class List shall include the Settlement Class members’ names, postal address (if available from Cyber Incident notice materials).

22. “**Class Representatives**” means Justin Beck, Kimberly Davidson, Lisa Joy, and Jennifer Nelson.

23. “**Complaint**” means the Consolidated Amended Complaint filed by Plaintiffs.

24. “**Court**” means the Circuit Court in and for Okaloosa County, Florida, and the Judge(s) assigned to the Action.

25. “**Cyber Incident**” means the unauthorized access to or acquisition of the Personal Information on or around February 21, 2024.

26. “**Defendant**” or “**Bridgeway Center**” means Bridgeway Center, Inc.

27. “**Defendant’s Counsel**” or “**Bridgeway Counsel**” means David Ross of Wilson Elser LLP.

28. “**Effective Date**” means the later of: (a) 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 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

29. “**Escrow Account**” means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

30. “**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.

31. “**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.

32. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded to Class Counsel and the amount of any Service Awards to the Class Representatives.

33. “**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.

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

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

36. “**Net Settlement Fund**” means the amount of the Settlement Fund following payment of: (1) Service Awards to Class Representatives awarded by the Court, (2) attorneys’ fees and costs awarded by the Court to Class Counsel, and (3) all Settlement Administration Costs.

37. “**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.

38. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Postcard Notice, Long Form Notice, the

Settlement Website and toll-free settlement phone number.

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

40. “**Objection Period**” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 30 days before the initial scheduled Final Approval Hearing.

41. “**Opt-Out Period**” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 30 days before the initially scheduled Final Approval Hearing.

42. “**Party**” means each of the Plaintiffs and Defendant, and “**Parties**” means Plaintiffs and Defendant collectively.

43. “**Personal Information**” or “**PI**” means both PII and PHI.

44. “**Personally Identifiable Information**” or “**PII**” means information collected by Bridgeway Center, directly or indirectly, pertaining to its employees and/or patients, including, but not limited to, full names, addresses, Social Security numbers, and financial information.

45. “**Plaintiffs**” means Justin Beck, Kimberly Davidson, Lisa Joy, and Jennifer Nelson.

46. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 1*, that the Settlement Administrator shall disseminate to Settlement Class members by mail.

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

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

49. “**Protected Health Information**” or **PHI**” means information maintained by Bridgeway Center related to patients’ care, treatment, diagnosis, appointments, health insurance and billing information, and any other health related records.

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

51. “**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, 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, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Cyber Incident.

52. “**Released Parties**” means Bridgeway Center and each entity which is controlled by, controlling or under common control with Bridgeway Center and its past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, insurers, reinsurers, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, predecessors, successors, managers, administrators, executors, and trustees.

53. “**Releasing Parties**” means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, and receivers.

54. “**Service Award**” means the payment the Court may award the 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 out of the Settlement Fund.

55. “**Settlement Administrator**” means Epiq Class Action & Claims Solutions, the third-party notice and claims administrator.

56. “**Settlement Administration Costs**” means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.

57. “**Settlement Class**” means all living individuals residing in the United States whose PI was implicated in the Cyber Incident, including those who were sent a notice by Bridgeway Center that their PI may have been impacted in the Cyber Incident. Excluded from the Settlement Class are (a) all persons who are directors, officers, and agents of Bridgeway Center; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff.

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

59. “**Settlement Class Member Benefit**” means the Cash Payment elected by Settlement Class Members.

60. “**Settlement Fund**” means the non-reversionary \$615,000.00 that Bridgeway Center is obligated to fund or cause to have funded under the terms of the Settlement.

61. “**Settlement Website**” means the website the Settlement Administrator will establish as a means for the Settlement Class members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the

Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys' Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

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

63. The Settlement Fund shall be used to pay: (1) Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim; (2) attorneys' fees and costs awarded by the Court to Class Counsel; and (3) all Settlement Administration Costs.

64. Within 10 days of the Court's entry of the order granting Preliminary Approval, Bridgeway Center or any other party on its behalf shall deposit \$200,000 into the Escrow Account for preliminary for the purpose of preliminary funding Settlement Administration Costs. Within 10 days of the Effective Date, Bridgeway Center or any other party on its behalf shall deposit

\$415,500.00 into the Escrow Account for the purpose of completing the funding of the Settlement, including the Settlement Administration Costs.

65. The funds in the Escrow Account shall be deemed a “qualified settlement fund” within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Bridgeway Center, Bridgeway Center’s Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a “qualified settlement fund” for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Bridgeway Center, Bridgeway Center’s Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Bridgeway Center, Bridgeway Center’s Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

#### **IV. Certification of the Settlement Class**

66. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. Bridgeway Center 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, Bridgeway Center 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.

## V. Settlement Consideration

### 67. Settlement Class Member Benefits

When submitting a Valid Claim, Settlement Class Members may choose either Cash Payment A or Cash Payment B. Settlement Class Cash Payments will be subject to a *pro rata* increase from the Net Settlement Fund in the event the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Net Settlement Fund, the amount of the Cash Payments may be reduced *pro rata* accordingly. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims against the Released Parties without receiving a Settlement Class Member Benefit.

### 68. Cash Payment A

a. Compensation for Ordinary Losses: Compensation for unreimbursed ordinary losses fairly traceable to the Cyber Incident, may be up to a total of \$1,500.00 per person. Settlement Class Members must submit documentation supporting their Claims for ordinary losses. This documentation may include receipts or other documentation not “self-prepared” by the claimant that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source. These ordinary losses may include the following:

i. *Out of pocket expenses incurred* as a result of the Cyber Incident, including (without limitation) bank fees, long distance phone charges, cell phone charges (only if



charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; and

ii. ***Fees for credit reports, credit monitoring, or other identity theft insurance product*** purchased between February 21, 2024, and the date of the Claim Form Deadline.

b. **Compensation for Extraordinary Losses**: Compensation for extraordinary losses for up to \$5,000.00 per person, if the extraordinary loss is: (i) an actual, documented and unreimbursed monetary loss due to fraud or identity theft; (ii) fairly traceable to the Cyber Incident; (iii) occurred after the Cyber Incident and before the Claim Form Deadline; (iv) not already covered by one or more of the ordinary loss categories, and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance.

**69. Cash Payment B**

Instead of selecting Cash Payment A, a Settlement Class Member may elect to receive Cash Payment B, which is a flat payment in the amount of \$125.00.

**70. Pro Rata Adjustments**

Settlement Class Cash Payments will be subject to a *pro rata* increase from the Settlement Fund in the event the amount of Valid Claims is insufficient to exhaust the entire Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payments may be reduced *pro rata* accordingly. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis, as necessary to bring the cost within the Settlement Fund.

**71. Business Practice Changes & Confirmatory Discovery**

Plaintiffs have received assurances that Bridgeway Center either has undertaken or will undertake reasonable steps to further secure its systems and environments. Bridgeway Center has provided confidential discovery regarding the number of individuals in the Settlement Class broken down by state of residence, the facts and circumstances of the Cyber Incident and Defendant's response thereto, and the changes and improvements that have been made or are being made to protect class members' PI. Bridgeway Center will provide a declaration attesting to the undertaken or planned data security enhancements at Plaintiffs' request.

**VI. Settlement Approval**

72. Within 10 days following execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Approval.

73. The Motion for Preliminary Approval 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 submission 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 Jeff Ostrow of Kopelowitz Ostrow P.A., Mariya Weekes of Milberg Coleman Bryson Phillips Grossman, PLLC, A. Brooke Murphy of the Murphy Law Firm, and Philip J. Krzeski of Chestnut Cambronne PA as Class Counsel; (7) appoint the Plaintiffs as Class Representatives; (8) stay the Action pending Final Approval of the Settlement; and (9) schedule a Final Approval Hearing for a time and date mutually convenient for the Court,

the Parties, Class Counsel, and Bridgeway Center's Counsel.

**VII. Settlement Administrator**

74. The Parties agree that, subject to Court approval, Epiq Class Action & Claims Solutions 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.

75. 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, handling the Claims process, administering the Settlement Fund, and distributing the Cash Payments to Settlement Class Members who submit Valid Claims.

76. The Settlement Administrator's duties include:

- a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, sending out Long Form Notices and paper Claim Forms on request from Settlement Class members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;
- b. Establishing and maintaining the Settlement Fund and the Escrow Account approved by the Parties;
- c. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class members, and Claim Forms;
- d. Establishing and maintaining the Settlement Website to provide important

information and to receive electronic Claim Forms;

e. 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 with or otherwise communicate such inquiries;

f. Responding to any mailed Settlement Class member inquiries;

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

h. Providing weekly reports to Class Counsel and Bridgeway Center'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;

i. In advance of the Final Approval Hearing, preparing a declaration confirming that the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, 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;

j. Distributing, out of the Settlement Fund, Cash Payments by electronic means;

k. Paying Court-approved attorneys' fees and costs and Service Awards out of the Settlement Fund;

l. Paying Settlement Administration Costs out of the Settlement Fund

following approval by Class Counsel; and

m. Any other Settlement administration function at the instruction of Class Counsel and Bridgeway Center, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments have been properly distributed.

**VIII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures**

77. Bridgeway Center will make available to the Settlement Administrator the Class List no later than five days after entry of the Preliminary Approval Order. To the extent necessary, Bridgeway Center will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

78. Within 20 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court.

79. 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 Form Deadline; the last day of the Opt-Out Period for Settlement Class members to opt-out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class members may access this Agreement and other related documents and information. Class Counsel and Bridgeway Center's Counsel 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.

80. 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.

81. 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 of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. 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 (if any), and include a statement indicating a request to be excluded from the Settlement Class. 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.

82. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the last day of the Objection Period, as specified in the Notice, and the

relevant Settlement Class Member must not have excluded herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

83. 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 5 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 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;
  - 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 5 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 5 years;

f. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

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

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

i. 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.

84. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 45 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class members whose new addresses were identified as of that time through address traces.

85. The Notice Program shall be completed no later than 45 days before the original date set for the Final Approval Hearing.

#### **IX. Claim Form Process and Disbursement of Cash Payments**

86. The Notice 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.

87. 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.

88. The Settlement Administrator shall collect, review, and address 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 before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

89. 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.

90. 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.

91. 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 Form Deadline, or 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 Bridgeway Center and Class Counsel otherwise agree.

92. 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;

- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class member;
- f. The Claimant submitted a timely and 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 Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

93. 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 30 days from the Claim Form 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.

94. 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 Bridgeway Center's Counsel. Additionally, Class Counsel and Bridgeway Center'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.

95. No person or entity shall have any claim against Bridgeway Center, Bridgeway Center'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.

96. No later than 60 days after the Claim Form Deadline, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

97. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, by sending Settlement Class Members with Valid Claims an email to select from alternative forms of electronic payment or by paper check. Settlement Class Members will have a period of 180 days to select their electronic payment. 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 Bridgeway Center's Counsel. Absent specific instructions from Class Counsel and Bridgeway Center'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 become residual funds, and the Settlement Class Member shall forfeit their entitlement right to the funds.

**X. Final Approval Order and Final Judgment**

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

99. 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 Bridgeway Center 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 Bridgeway Center, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

**XI. Service Awards, Attorneys' Fees, and Costs**

100. **Service Awards.** The Class Representatives may seek Service Awards of up to \$2,000.00 each, subject to Court approval. The Service Awards shall be payable out of the Settlement Fund. The Service Awards approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel within 15 days of the Effective Date.

101. **Attorneys' Fees and Costs.** Class Counsel shall apply to the Court for an award of attorneys' fees of up to 33.33% of the Settlement Fund, plus reimbursement of reasonable costs. The attorneys' fees and cost awards approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel within 15 days of the Effective Date.

102. 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.

**XII. Disposition of Residual Funds**

103. In the event there are funds remaining in the Settlement Fund 20 days following the 180-day period for Settlement Class Members to select the form of electronic payment, following

payment of Settlement Class Member Payments, any residual shall be distributed to an appropriate mutually agreeable nonprofit *cy pres* recipient that focuses on cybersecurity enhancements and/or protections.

### **XIII. Releases**

104. 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 Cyber 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 also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, *et seq.*, Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). 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.

105. 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.

106. 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.

#### **XIV. Termination of Settlement**

107. 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 all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

108. 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.

109. Bridgeway Center shall have the option to terminate this Agreement if more than



2% of the Settlement Class opts-out of the Settlement. Bridgeway Center shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this paragraph within 10 days after the end of the Opt-Out Period, or the option to terminate shall be considered waived.

110. 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*.

111. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Bridgeway Center. However, Bridgeway Center shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid. After payment of any Settlement Administration Costs that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall return the balance of the Settlement Fund to Bridgeway Center within 20 days of termination.

**XV. Effect of Termination**

112. The grounds upon which this Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Bridgeway Center's, Bridgeway Center'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.

113. 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.

**XVI. No Admission of Liability**

114. 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. Bridgeway Center has denied and continues to deny each of the claims and contentions alleged in the Complaint. Bridgeway Center specifically denies that a class could or should be certified in the Action for litigation purposes. Bridgeway Center does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Bridgeway Center 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.

115. 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 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.

116. 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.

117. 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 the 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.

118. In addition to any other defenses Bridgeway Center 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.

## **XVII. Miscellaneous Provisions**

119. Confidentiality. To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the Settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably

withheld. The Parties will cooperate with each other regarding public statements about the Settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Settlement Agreement, nor shall this paragraph be construed to prevent Class Counsel or Bridgeway Center's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Bridgeway Center may also provide information about the Settlement Agreement to its attorneys, members, partners, insurers, reinsurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

120. 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.

121. 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.

122. 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.

123. 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.

124. 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 hereto, except as provided for herein.

125. 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.

126. 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.

127. 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.

128. 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.

129. 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:

Jeff Ostrow  
Kopelowitz Ostrow P.A.  
1 West Las Olas Blvd., Ste. 500  
Fort Lauderdale, FL 33301  
954.332.4200  
[ostrow@kolawyers.com](mailto:ostrow@kolawyers.com)

Mariya Weekes  
Milberg Coleman Bryson Phillips Grossman, PLLC  
201 Sevilla Avenue, 2nd Floor  
Coral Gables, FL 33134  
954-647-1866  
[mweekes@milberg.com](mailto:mweekes@milberg.com)

Amanda Brooke Murphy  
Murphy Law Firm  
4116 Will Rogers Pkwy  
Suite 700  
Oklahoma City, OK 73108  
405-389-4989  
[abm@murphylegalfirm.com](mailto:abm@murphylegalfirm.com)

Philip J. Krzeski  
Chestnut Cambronne PA  
100 Washington Avenue South, Suite 1700  
Minneapolis, MN 55401  
612-767-3613  
[pkzeski@chestnutcambronne.com](mailto:pkzeski@chestnutcambronne.com)

If to Bridgeway or Bridgeway's Counsel:

David Ross  
Wilson Elser LLP  
1500 K Street, NW, Ste. 330  
Washington, DC 20005  
[David.ross@wilsonelser.com](mailto:David.ross@wilsonelser.com)

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

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

131. 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.

132. Authority. Class Counsel (for the Plaintiffs and the Settlement Class Members), and Bridgeway Center'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 Bridgeway Center 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.


133. Agreement Mutually Prepared. Neither Plaintiffs nor Bridgeway Center 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.


134. 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. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. 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.

135. 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.

**PLAINTIFFS**

  
Jeffery Beaver (Aug 22, 2024 13:33 CDT)  
\_\_\_\_\_  
**JEFF BEAVER**  
*Plaintiff*

  
Justin Beck (Aug 22, 2024 09:31 CDT)  
\_\_\_\_\_  
**JUSTIN BECK**  
*Plaintiff*





[Kimberly N. Davidson \(Aug 22, 2024 15:40 CDT\)](#)

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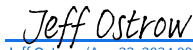
KIMBERLY DAVIDSON  
*Plaintiff*



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JENNIFER NELSON  
*Plaintiff*

**CLASS COUNSEL**



[Jeff Ostrow \(Aug 22, 2024 09:42 EDT\)](#)

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JEFF OSTROW  
KOPELOWITZ OSTROW P.A.



[Mariya Weekes \(Aug 22, 2024 09:44 EDT\)](#)

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MARIYA WEEKES  
MILBERG COLEMAN BRYSON  
PHILLIPS GROSSMAN, PLLC



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A. BROOKE MURPHY  
MURPHY LAW FIRM



[Phil Krzeski \(Aug 22, 2024 12:51 CDT\)](#)

---

PHILIP J. KRZESKI  
CHESNUT CAMBRONNE PA

**BRIDGEWAY CENTER, INC.**



[Bonnie Barlow \(Aug 22, 2024 14:23 EDT\)](#)

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By: Bonnie Barlow

Its President/CEO

**COUNSEL FOR DEFENDANT**



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DAVID ROSS  
WILSON ELSER LLP

**EXHIBIT 1**  
**(POSTCARD NOTICE)**

Bridgeway Center Cyber Incident Litigation  
Settlement Administrator  
PO Box XXXX  
Portland, OR 97xxx-xxxx

**BARCODE  
NO-PRINT  
ZONE**

FIRST-CLASS MAIL  
U.S. POSTAGE  
PAID  
Portland, OR  
PERMIT NO. xxx

Court-Approved Legal Notice

*In re: Bridgeway Center Cyber Incident  
Litigation,*

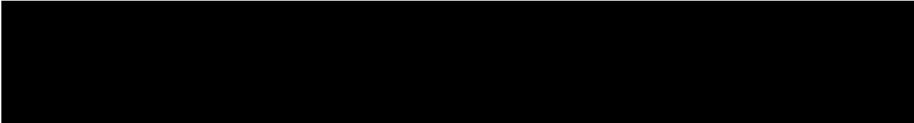
2024-CA-1395, Circuit Court of the First  
Judicial Circuit in and for Okaloosa County, Florida

**If your Personal Information was  
involved in the Cyber Incident  
involving Bridgeway Center on or  
around February 21, 2024, you  
may be entitled to a cash payment  
from a settlement.**

*A Court has authorized this notice.  
This is **not** a solicitation from a lawyer.*

www.XXXXXXXXXXX.com  
1-XXX-XXX-XXXX

<<MAIL ID>>  
<<NAME 1>>  
<<NAME 2>>  
<<ADDRESS LINE 1>>  
<<ADDRESS LINE 2>>  
<<ADDRESS LINE 3>>  
<<ADDRESS LINE 4>>  
<<ADDRESS LINE 5>>  
<<CITY, STATE ZIP>>  
<<COUNTRY>>



A settlement has been reached for a class action lawsuit against Bridgeway Center Inc. (“Defendant”) arising out of a Cyber Incident (“Incident”) Defendant identified on or around February 21, 2024. The Personal Information of employees and/or patients of Defendant was potentially accessible in the Incident. Personal Information includes Personally Identifiable Information or PII, including full names, addresses, Social Security numbers, and financial information, and Protected Health Information or PHI, including information related to patients’ care, treatment, diagnosis, appointments, health insurance and billing information, and any other health related records. The lawsuits alleges (1) negligence; (2) breach of implied contract; (3) breach of fiduciary duty; (4) unjust enrichment; and (5) declaratory and injunctive relief as a result of the Cyber Incident.

**Who is Included? Records show you may be a member of the Settlement Class**, defined as: all living individual residing in the United States whose Personal Information was implicated in the Cyber Incident, including those who were sent a notice by Bridgeway Center that their Personal Information may have been impacted in the Incident. Bridgeway Center sent the notice May 2024.

**What does the Settlement Provide?** You can file a Claim Form to receive **one** of the following Cash Payments:

**Cash Payment A:**

**Ordinary Loss:** You may submit a timely and valid Claim Form and provide supporting documentation showing you spent money or incurred losses fairly traceable to the Cyber Incident for up to \$1,500 per person.

**Extraordinary Loss:** You may submit a timely and valid Claim Form for extraordinary losses for up to \$5,000 per person if the extraordinary loss is (i) an actual, documented and unreimbursed monetary loss due to fraud or identity theft; (ii) fairly traceable to the Cyber Incident; (iii) occurred after the Cyber Incident and before the Claim Form Deadline; (iv) not already covered by one or more of the ordinary loss categories, and (v) you made reasonable efforts to avoid, or seek reimbursement for, the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance.

**Cash Payment B:** Instead of Cash Payment A, you may elect to receive a flat payment in the amount of \$125.

Your Cash Payment may be subject to a pro rata (a legal term meaning equal share) adjustment.

You must submit a timely and valid Claim Form online or by mail postmarked by **Month XX, 20YY**.

**Other Options.** If you do not want to be bound by the Settlement, you must opt out by **Month XX, 2024**. If you do not opt out, you will give up the right to sue and will release the Defendant and Released Parties of legal claims in this lawsuit. If you do not opt out, you may object to the Settlement by **Month XX, 2024**. The Long Form Notice on the Settlement Website has instructions on how to opt out or object. If you do nothing, you will get no Cash Payment, and you will be bound by the Settlement, any judgements, and orders. The Court will hold a Final Approval Hearing on **Month XX, 20YY**, to consider whether to approve the Settlement, the requested Service Awards, attorneys’ fees of up to 33.33% of the \$615,000 Settlement Fund, costs, and any objections. You or your own attorney may attend and ask to appear at the hearing, but are not required to do so.

**This notice is a summary. Learn more about the Settlement** at [www.XXXXX.com](http://www.XXXXX.com), or by calling toll free 1-XXX-XXX-XXX.



**BARCODE  
NO-PRINT  
ZONE**

PLACE  
STAMP  
HERE

Bridgeway Center Cyber Incident Litigation  
Settlement Administrator  
PO Box XXXX  
Portland, OR 97xxx-xxxx



**EXHIBIT 2**  
**(LONG FORM NOTICE)**

# If your Personal Information was involved in the Cyber Incident involving Bridgeway Center on or around February 21, 2024, you may be entitled to a cash payment from a settlement.

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

- A settlement has been reached in a class action lawsuit against Bridgeway Center, Inc. (“Defendant”) arising out of a Cyber Incident (the “Cyber Incident”) that Defendant identified on or around February 21, 2024. The Personal Information of employees and/or patients of Defendant was potentially accessible in the Incident. Personal Information includes Personally Identifiable Information or PII, including full names, addresses, Social Security numbers, and financial information, and Protected Health Information or PHI, including information related to patients’ care, treatment, diagnosis, appointments, health insurance and billing information, and any other health related records. The lawsuit alleges (1) negligence; (2) breach of implied contract; (3) breach of fiduciary duty; (4) unjust enrichment; and (5) declaratory and injunctive relief as a result of the Incident.
- You are a member of the Settlement Class if you are a living individual residing in the United States whose Personal Information was impacted in the Cyber Incident, including those who were sent a notice by Bridgeway Center that your Personal Information may have been impacted in the Cyber Incident. Bridgeway Center sent the notice May 2024.
- If you are a Settlement Class Member, you may be able to receive **one** of the following Cash Payments:

**Cash Payment A:**

Ordinary Loss: You may submit a timely and valid Claim Form and provide supporting documentation showing that you spent money or incurred losses fairly traceable to the Cyber Incident for up to \$1,500 per person.

Extraordinary Loss: You may submit a timely and valid Claim Form for extraordinary losses for up to \$5,000 per person if the extraordinary loss is (i) an actual, documented and unreimbursed monetary loss due to fraud or identity theft; (ii) fairly traceable to the Cyber Incident; (iii) occurred after the Cyber Incident and before the Claim Form Deadline; (iv) not already covered by one or more of the ordinary loss categories, and (v) you made reasonable efforts to avoid, or seek reimbursement for, the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance.

**Cash Payment B:** Instead of selecting Cash Payment A, you may choose to receive a cash payment for a flat cash payment in the amount of \$125.

Your Cash Payment may be subject to a pro rata (a legal term meaning equal share) adjustment.

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

Your Legal Rights and Options		Deadline
<b>SUBMIT A CLAIM FORM</b>	The only way to get a Cash Payment is to submit a timely and valid Claim Form.	Submitted or Postmarked by: <b>Month DD, 20YY</b>
<b>EXCLUDE YOURSELF</b>	Get no Cash Payment. Keep your right to file your own lawsuit against the Released Parties about the legal claims in this lawsuit that are released by the Settlement.	Postmarked by: <b>Month DD, 20YY</b>
<b>OBJECT TO THE SETTLEMENT</b>	Stay in the Settlement, but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: <b>Month DD, 20YY</b>
<b>DO NOTHING</b>	Get no Cash Payment. Give up your legal rights.	

**Questions? Go to [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call 1-XXX-XXX-XXXX**



- These rights and options—and the deadlines to exercise them—are explained in this Notice. The Court must decide whether to approve the Settlement and the requested Service Awards and attorneys’ fees and costs. No Cash Payments will be provided unless the Court approves the Settlement.

## BASIC INFORMATION

### 1. Why is this Notice being provided?

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

The Honorable Terrance R. Ketchel of the Circuit Court of the First Judicial District in and for Okaloosa County, Florida is overseeing this class action. The lawsuit is known as *In re: Bridgeway Center Cyber Incident Litigation*, Case No. 2024-CA-1395 (“lawsuit”). The individuals who filed this lawsuit are called the “Plaintiffs” and/or “Class Representatives” and the company sued, Bridgeway Center, Inc., is called the “Defendant.”

### 2. What is this lawsuit about?

Plaintiffs filed this lawsuit against Defendant, individually, and on behalf of employees and patients of Defendant whose PII, including but not limited to full names, addresses, Social Security numbers, and financial information, and PHI, including information related to patients’ care, treatment, diagnosis, appointments, health insurance and billing information, and any other health related records, was potentially impacted in the Cyber Incident.

Plaintiffs allege on or around February 21, 2024, as a result of the Cyber Incident, there was unauthorized accessibility of their Private Information. Plaintiffs brought this lawsuit against Defendant.

Defendant denies the legal claims and denies any wrongdoing or liability. No court or other judicial entity has made any judgment or other determination of any wrongdoing by Defendant, or that any law has been violated. Instead, Plaintiffs and Defendant have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit.

### 3. Why is the lawsuit a class action?

In a class action, one or more people (called class representatives) sue on behalf of all people who have similar legal claims. Together, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt out) from the class.

The Class Representatives in this lawsuit are Plaintiffs Jeff Beaver, Justin Beck, Kimberly Davidson, and Jennifer Nelson.

### 4. Why is there a Settlement?

Plaintiffs and Defendant do not agree about the legal claims made in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of Plaintiffs or Defendant. Instead, Plaintiffs and Defendant have agreed to settle the lawsuit. The Class Representatives, Defendant, and their lawyers believe the Settlement is best for all Settlement Class Members because of the benefits available to Settlement Class Members and the risks and uncertainty associated with continuing the lawsuit.

**Questions? Go to [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call 1-XXX-XXX-XXXX**

## WHO IS INCLUDED IN THE SETTLEMENT?

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

You are a Settlement Class Member if you are a living individual residing in the United States whose Personal Information was impacted in the Cyber Incident. You may have been sent notice regarding the Cyber Incident in May 2024.

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

Yes. Excluded from the Settlement Class are: (a) all persons who are directors, officers, and agents of Bridgeway Center; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

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

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at [www.XXXXXXXXXXX.com](http://www.XXXXXXXXXXX.com) or call the Settlement Administrator's toll-free number at 1-XXX-XXX-XXXX.

## THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

### 8. What does the Settlement provide?

If you are a Settlement Class Member and you submit a timely and valid Claim Form, you may be eligible to select **one** of the following Cash Payments:

#### **Cash Payment A.**

**Ordinary Losses:** You may submit a timely and valid Claim Form and provide supporting documentation showing that you spent money or incurred losses fairly traceable to the Cyber Incident for up to \$1,500 per person.

Examples of ordinary losses include out of pocket expenses incurred as a result of the Incident, including (without limitation) bank fees, long distance phone charges, cell phone charges (only charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel and fees for credit reports, credit monitoring, or other identity theft insurance products purchased between February 21, 2024, and the date of the Claim Form Deadline.

Examples of supporting documentation include (but are not limited to): (i) credit card statements; (ii) bank statements; (iii) invoices; (iv) telephone records; and (v) receipts - "self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source.

**Extraordinary Losses:** You may submit a timely and valid Claim Form for extraordinary losses for up to \$5,000 per person if the extraordinary loss is (i) an actual, documented and unreimbursed monetary loss due to fraud or identity theft; (ii) fairly traceable to the Cyber Incident; (iii) occurred after the Cyber Incident and before the Claim Form Deadline; (iv) not already covered by one or more of the ordinary loss categories, and (v) you made reasonable efforts to avoid, or seek reimbursement

**Questions? Go to [www.XXXXXXXXXXX.com](http://www.XXXXXXXXXXX.com) or call 1-XXX-XXX-XXXX**

for, the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance.

**Cash Payment B.** Instead of selecting Cash Payment A, you may elect to receive Cash Payment B, which is a flat cash payment in the amount of \$125.

Your Cash Payment may be subject to a pro rata (a legal term meaning equal share) adjustment increase from the Net Settlement Fund if the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Net Settlement Fund, the amount of Cash Payments may be reduced pro rata accordingly.

**9. What am I giving up to receive a Cash Payment or stay in the Settlement Class?**

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

**10. What are the Released Claims?**

Section XIII of the Settlement Agreement describes the Released Claims and the Release, in necessary legal terminology, so please read these sections carefully. The Settlement Agreement is available at [www.XXXXXXXXXXX.com](http://www.XXXXXXXXXXX.com). For questions regarding the Release or Released Claims and what the language in the Settlement Agreement means, you can also contact Class Counsel listed in Question 14 for free, or you can talk to your own lawyer at your own expense.

**HOW TO GET BENEFITS FROM THE SETTLEMENT**

**11. How do I make a claim for a Cash Payment?**

You must submit a timely and valid Claim Form for a Cash Payment described in Question 8. Your Claim Form must be submitted online at [www.xxxxxxxxx.com](http://www.xxxxxxxxx.com) by **MONTH DD, 20YY**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked by Month DD, 20YY**. Claim Forms are also available on the Settlement Website at [www.xxxxxxxxx.com](http://www.xxxxxxxxx.com) or by calling 1-XXX-XXX-XXXX or by writing to:

*Bridgeway Center Cyber Incident Litigation*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

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

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

*Bridgeway Center Cyber Incident Litigation*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

**Questions? Go to [www.XXXXXXXXXXX.com](http://www.XXXXXXXXXXX.com) or call 1-XXX-XXX-XXXX**

### 13. When will I receive my Cash Payment?

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

It may take time for the Settlement to be approved and become final. Please be patient and check [www.XXXXXXXXXXX.com](http://www.XXXXXXXXXXX.com) for updates.

## THE LAWYERS REPRESENTING YOU

### 14. Do I have a lawyer in this lawsuit?

Yes, the Court has appointed Jeff Ostrow of Kopelowitz Ostrow P.A., Mariya Weeks of Milberg Coleman Bryson Phillips Grossman, PLLC, A. Brooke Murphy of the Murphy Law Firm and Philip J. Krzeski of Chestnut Cambronne PA as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this lawsuit.

### 15. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award the attorneys' fees and costs of up to 33.33% of the \$615,000 Settlement Fund. Class Counsel will also ask the Court to approve Service Awards for the Class Representatives of up to \$2,000 each for their efforts in achieving the Settlement. If awarded by the Court, the attorneys' fees and costs, and the Service Awards will be paid from the Settlement Fund. The Court may award less than these amounts.

Class Counsel's application for the attorneys' fees and costs and the Service Awards will be made available on the Settlement Website at [www.XXXXXXXXXXX.com](http://www.XXXXXXXXXXX.com).

## OPTING OUT FROM THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to individually sue or continue to sue the Released Parties on your own based about the legal claims in this lawsuit or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement.

### 16. How do I opt out of the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

- 1) Your name, address, telephone number, and email address (if any);
- 2) Your personal physical signature; and
- 3) A statement that you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the Settlement Class in the *Bridgeway Center Cyber Incident Litigation*.”

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **MONTH DD, 20YY**:

**Questions? Go to [www.XXXXXXXXXXX.com](http://www.XXXXXXXXXXX.com) or call 1-XXX-XXX-XXXX**

*Bridgeway Center Cyber Incident Litigation*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

**You cannot opt out (exclude yourself) by telephone or by email.**

**17. If I opt out can I still get anything from the Settlement?**

No. If you timely opt-out, you will not be entitled to receive a Cash Payment, but you will not be bound by the Settlement or any judgment in this lawsuit. You can only get a Cash Payment if you stay in the Settlement and submit a timely and valid Claim Form.

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

No. Unless you timely opt out, you give up any right to individually sue any of the Released Parties for the legal claims this Settlement resolves and Releases relating to the Incident. You must opt out of this lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

**OBJECTING TO THE SETTLEMENT**

**19. How do I tell the Court that I object to the Settlement?**

If you are a Settlement Class Member, you can tell the Court you object to all or any part of the Settlement.

To object, you must file timely written notice with the Court as provided below no later than **MONTH DD, 20YY**, and send by U.S. mail to Class Counsel, Defendant’s Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **MONTH DD, 20YY**, stating you object to the Settlement in *Bridgeway Center Cyber Incident Litigation*, Case No. 2024-CA-1395.

To file an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

- 1) Your full name, address, telephone number, and email address (if any);
- 2) The specific grounds for the objection, accompanied by any legal support for the objection known to you as the objector or your own lawyer;
- 3) The number of times you have objected to a class action settlement within the 5 years preceding the date that you file the objection, the caption of each case in which you have made an objection, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
- 4) The identity of any lawyers representing you in connection with the objection, 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;
- 5) The number of times in which your lawyer or your lawyer’s law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which your lawyer or the firm has made the objection and a copy of any orders related to or ruling upon your lawyer’s or the lawyer’s law firm’s prior objections that were issued by the trial and appellate courts in each listed case in which your lawyer’s counsel

**Questions? Go to [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call 1-XXX-XXX-XXXX**

and/or lawyer's law firm have objected to a class action settlement within the preceding 5 years;

- 6) A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
- 7) A statement confirming whether you and/or your lawyer(s) intend to personally appear and/or testify at the Final Approval Hearing; and
- 8) Your signature as the objector (an attorney's signature is not sufficient).

To be timely, written notice of an objection including all of the information above must be filed with the Court in person at the Courthouse or by mail to Class Counsel, Defendant's Counsel and the Settlement Administrator by **MONTH DD, 20YY**, at the following addresses:

COURT	CLASS COUNSEL	DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
Clerk Circuit Court of Okaloosa County 101 East James Lee Blvd. Crestview, FL 32536	Jeff Ostrow Kopelowitz Ostrow P.A. 1 West Las Olas Blvd, Suite 500 Fort Lauderdale, FL 33301	David Ross Wilson Elser LLP 1500 K Street, NW, Suite 330 Washington, DC 20005	Bridgeway Center Cyber Incident Litigation Settlement Administrator PO Box XXXX Portland, OR 972XX-XXXX

If you fail to comply with the requirements for objecting as detailed above, you waive and forfeit any and all rights you may have to appear separately and/or to object to the Settlement and you will be bound by all the terms of the Settlement and by all proceedings, orders, and judgments in the lawsuit.

**20. What is the difference between objecting and asking to be excluded?**

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

**THE FINAL APPROVAL HEARING**

The Court will hold a "Final Approval Hearing" to decide whether to approve the Settlement. You may attend and you may ask to speak if you file an objection by the deadline, but you do not have to.

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

The Court will hold a Final Approval Hearing on **MONTH DD, 20YY, at XX:XX a.m./p.m.** before the Honorable Terrance R. Ketchel at the Okaloosa County Courthouse Annex Extension, 1940 Lewis Turner Blvd., Fort Walton Beach, Florida 32547. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's application for the attorneys' fees and costs, and the Service Awards to the Class Representatives.

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you would like to speak at the hearing, the Court will also listen to you or your lawyer speak at the hearing, if you so request.

**Note:** The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by

**Questions? Go to [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call 1-XXX-XXX-XXXX**

telephone. You should check the Settlement Website [www.xxxxxxxx.com](http://www.xxxxxxxx.com) to confirm the date and time of the Final Approval Hearing has not changed.

## **22. Do I have to attend to the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file a written objection by the deadline, the Court will consider it.

## **23. May I speak at the Final Approval Hearing?**

Yes, as long as you do not exclude yourself (opt out) and you file a timely written objection requesting to speak at the hearing, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 19 above—and specifically include a statement whether you and your counsel will appear at the Final Approval Hearing.

## **IF YOU DO NOTHING**

### **24. What happens if I do nothing at all?**

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

## **GETTING MORE INFORMATION**

### **25. How do I get more information?**

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com). You may get additional information at [www.xxxxxxxx.com](http://www.xxxxxxxx.com), by calling toll-free 1-XXX-XXX-XXXX, or by writing to:

*Bridgeway Center Cyber Incident Litigation*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

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

**Questions? Go to [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call 1-XXX-XXX-XXXX**

**EXHIBIT 3**  
**(CLAIM FORM)**



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

BRIDGEWAY CENTER CYBER INCIDENT  
LITIGATION SETTLEMENT ADMINISTRATOR  
P.O. BOX XXXX  
PORTLAND, OR XXXXX-XXXX  
www. XXXXXXXXXXXXXXXX.com

**In re: Bridgeway Center Cyber Incident Litigation Claim Form**

**SETTLEMENT BENEFITS – WHAT YOU MAY GET**

A settlement has been reached for a class action lawsuit against Bridgeway Center Inc. (“Defendant”) arising out of a Cyber Incident (“Incident”) Defendant identified on or around February 21, 2024. The Personal Information of employees and/or patients of Defendant was potentially accessible in the Incident. Personal Information includes Personally Identifiable Information or PII, including full names, addresses, Social Security numbers, and financial information, and Protected Health Information or PHI, including information related to patients’ care, treatment, diagnosis, appointments, health insurance and billing information, and any other health related records.

**Who is Included? Records show you may be a member of the Settlement Class**, defined as: all living individual residing in the United States whose Personal Information was implicated in the Cyber Incident, including those who were sent a notice by Bridgeway Center that their Personal Information may have been impacted in the Incident. Bridgeway Center sent the notice May 2024.

**The easiest way to submit a claim is online at [www.XXXXXXXXXXX.com](http://www.XXXXXXXXXXX.com)**, or you can complete and mail this claim form to the mailing address above.

**You may submit a claim for one or more of these benefits:**

1. **Cash Payment A:**

- **Compensation for Ordinary Losses:** You may be eligible for reimbursement up to \$1,500 with supporting documentation showing that you incurred losses as a result of the Data Cyber Incident.
- **Compensation for Extraordinary Losses:** You may submit a timely and valid Claim Form for extraordinary losses of up to \$5,000 per person if the extraordinary loss is (i) an actual, documented and unreimbursed monetary loss due to fraud or identity theft; (ii) fairly traceable to the Cyber Incident; (iii) occurred after the Cyber Incident and before the Claim Form Deadline; (iv) not already covered by one or more of the ordinary loss categories, and (v) you made reasonable efforts to avoid, or seek reimbursement for, the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance.

2. **Cash Payment B:** Instead of Cash Payment A, you may elect to receive a flat payment in the amount of \$125.00. Cash Payments may be subject to a pro rata (a legal term meaning equal share) adjustment.

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

*Please note: the settlement administrator may contact you to request additional documents to process your claim. Your [benefit language] may decrease depending on the number of claims filed.*

For more information and complete instructions visit **[website]**.

**Please note that Settlement benefits will be distributed after the Settlement is approved by the Court and becomes final.**

## Your Information

### 1. NAME (REQUIRED):

First Name	MI	Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

### 2. MAILING ADDRESS (REQUIRED):

Street Address		
<input type="text"/>		
Apt. No.		
<input type="text"/>		
City	State	ZIP Code
<input type="text"/>	<input type="text"/>	<input type="text"/>

### 3. PHONE NUMBER:

<input type="text"/>	-	<input type="text"/>	-	<input type="text"/>
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### 4. EMAIL ADDRESS:

<input type="text"/>
----------------------

### 5. UNIQUE ID:

<input type="text"/>
----------------------

## Cash Payment A: Documented Ordinary Losses

If you lost or spent money trying to prevent or recover from fraud or identity theft that you believe is fairly traceable to the Cyber Incident and have not been reimbursed for that money, you can receive reimbursement for up to \$1,500 total, including your claim for Lost Time and out-of-pocket expenses, if any. Eligible Ordinary Losses include those incurred on or after **[date]** up to the date of filing your claim.

It is important for you to send documents that show what happened and how much you lost or spent, so that you can be reimbursed.

To look up more details about how cash payments work, visit **[website]** or call toll-free **[phone number]**. You will find more information about the types of costs and losses that can be paid back to you, what documents you need to attach, and how the Settlement Administrator decides whether to approve your payment. *By filling out the boxes below, you are certifying that the money you spent doesn't relate to other data breaches.*

Loss Type and Examples of Documents	Amount and Date	Description of Loss or Money Spent and Supporting Documents (Identify what you are attaching, and why it's related to the Data Security Incident)
<p>Costs related to credit monitoring purchases/freezing/unfreezing between <b>[date of breach]</b> and <b>[deadline]</b>.</p> <p><i>Examples: Receipts, notices, or account statements reflecting payment for a credit freeze</i></p>	<p style="text-align: center;">\$ _____ . _____</p> <p>Date: _____</p> <p style="text-align: center;">_____ - _____ - [ ] [ ] [ ] [ ]</p> <p style="text-align: center;">MM      DD      YYYY</p>	<p>_____</p> <p>_____</p> <p>_____</p>
<p>Costs, expenses, and losses due to identity theft, fraud, or misuse of your personal information on or after <b>[date of breach]</b> and fairly traceable to the <b>[case]</b> breach.</p> <p><i>Examples: Account statement with unauthorized charges circled; police report; IRS document; FTC Identity Theft Report; letter refusing to refund fraudulent charges; receipt for your credit monitoring services purchase</i></p>	<p style="text-align: center;">\$ _____ . _____</p> <p>Date: _____</p> <p style="text-align: center;">_____ - _____ - [ ] [ ] [ ] [ ]</p> <p style="text-align: center;">MM      DD      YYYY</p>	<p>_____</p> <p>_____</p> <p>_____</p>
<p>Other expenses such as notary, fax, postage, copying, mileage, long-distance telephone charges, or professional fees related to the Data Security Incident.</p> <p><i>Examples: Phone bills, receipts, detailed list of addresses you traveled (i.e. police station, IRS office), reason why you traveled there (i.e. police report or letter from IRS re: falsified tax return) and number of miles you traveled</i></p>	<p style="text-align: center;">\$ _____ . _____</p> <p>Date: _____</p> <p style="text-align: center;">_____ - _____ - [ ] [ ] [ ] [ ]</p> <p style="text-align: center;">MM      DD      YYYY</p>	<p>_____</p> <p>_____</p> <p>_____</p>

## Cash Payment A: Documented Extraordinary Losses

You can receive reimbursement for documented extraordinary losses for up to \$5,000 total that were incurred as a result of the Cyber Incident if: (1) The loss is an actual, documented, and unreimbursed monetary loss; (2) The loss was more likely than not caused by the Data Security Incident; (3) The loss occurred between [date] and [date]; (4) The loss is not already covered by one or more of the Ordinary Losses; and (5) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

Expense Type and Examples of Documents	Approximate Amount of Expense and Date	Description of Expense or Money Spent and Supporting Documents (Identify what you are attaching, and why it's related to the Data Security Incident)
<p>For example, professional fees incurred to address identity theft or fraud, such as falsified tax returns, account fraud, and/or medical-identity theft.</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">\$ _____ • _____</p> <p>Date:</p> <p style="text-align: center;">_____ - _____ - [ ] [ ] [ ] [ ]</p> <p style="text-align: center;">MM          DD          YYYY</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>Other losses or costs resulting from identity theft or fraud (provide detailed description)</p> <p><i>Please provide a detailed description or a separate document submitted with this Claim Form.</i></p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">\$ _____ • _____</p> <p>Date:</p> <p style="text-align: center;">_____ - _____ - [ ] [ ] [ ] [ ]</p> <p style="text-align: center;">MM          DD          YYYY</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

### Cash Payment B: Flat Cash Payment

Instead of Cash Payment A, you may elect to receive a flat payment in the amount of \$125. Your Cash Payment may be subject to a pro rata (a legal term meaning equal share) adjustment.

- By checking this box, I affirm I want to receive a flat rate payment of \$125 under Cash Payment B. I understand that if I select this option, I cannot claim reimbursement under Cash Payment A.**

### How You Will Receive Your Payment

If you made a claim for payment on this Claim Form, and if your claim and the settlement are finally approved, an email will be sent from [noreply@epiqpay.com] to the email address you provided on this Claim Form, prompting you to elect your method of payment. Popular electronic payment options will be available, or you can elect a check. Please ensure you have provided a current and complete email address. If you do not provide a current and valid email address, the claims administrator may attempt to send you a check relying on your physical address on file.

### Signature

**By signing my name, I swear and affirm I am completing this Claim Form to the best of my personal knowledge.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 4**  
**(PRELIMINARY APPROVAL ORDER)**

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT IN AND FOR  
OKALOOSA COUNTY, FLORIDA**

**IN RE: BRIDGEWAY CENTER  
CYBER INCIDENT LITIGATION**

**LEAD CASE NO.: 2024-CA-1395**

**PRELIMINARILY APPROVAL ORDER**

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

NOW, THEREFORE, based on the Settlement 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 Settlement 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 in the Settlement Agreement, attached to Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement as Exhibit A.
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 the Settlement, including the Notice Program and Claim process, finding the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing Notice to the Settlement Class; however, such finding is not to be deemed as an admission of fault or liability by Defendant, a finding of the validity of any claims asserted in the

Action, or of any wrongdoing by Defendant. Defendant shall maintain all rights to assert that, but for settlement purposes, the Action should not be certified as a class.

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

All living individuals residing in the United States who whose PI was implicated in the Cyber Incident, including those who were sent a notice by Bridgeway Center that their PI may have been impacted in the Cyber Incident.

5. Excluded from the Class are (a) all persons who are governing board members of Defendant; (b) governmental entities; and (c) the Court, the Court's immediate family, and staff.

6. The Court preliminarily finds the terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered several factors, including: the likelihood of success at trial; the range of possible recovery; the point over or below the range of possible recovery at which a settlement is fair, adequate, and reasonable; the complexity, expense, and duration of the litigation; the substance and amount of opposition to the settlement; and the stage of the proceedings at which the settlement was achieved.

7. The Court finds that, for purposes of settlement only: (a) the number of members of the Settlement Class is so numerous that joinder is impracticable; (b) there are questions of law and fact common to the members of the Settlement Class; (c) the claims of the Plaintiffs are typical of the claims of the members of the Settlement Class; (d) the Plaintiffs are adequate representatives for the Settlement Class and have retained experienced and adequate Class Counsel; (e) 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 (f) 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 enforcing their rights in the Action, and appoints them as Class Representatives, and the following attorneys are preliminarily appointed as Class Counsel for the Settlement Class:

Jeff Ostrow  
**KOPELOWITZ OSTROW P.A.**  
1 West Las Olas Blvd., Suite 500  
Fort Lauderdale, Florida 33301  
ostrow@kolawyers.com

Mariya Weekes  
**MILBERG COLEMAN BRYSON  
PHILLIPS GROSSMAN, PLLC**  
201 Sevilla Avenue, 2<sup>nd</sup> Floor  
Coral Gables, Florida 33134  
mweekes@milberg.com

A. Brooke Murphy  
**MURPHY LAW FIRM**  
4116 WIL Rogers Pkwy, Suite 700  
Oklahoma City, Oklahoma 73108  
abm@murphylegalfirm.com

Phil J. Krzeski  
**CHESTNUT CAMBRONE PA**  
1000 Washington Ave. S., Suite 1700  
Minneapolis, Minnesota 55401  
pkrzeski@chestnutcambrone.com

9. The Parties have selected Epiq Systems Class Action and Claims Solutions, Inc. to serve as the Settlement Administrator. The Court hereby approves of and appoints Epiq as the Settlement Administrator and directs Epiq to commence the Notice Program and to otherwise comply with all obligations of the Settlement Administrator as outlined in the Agreement.

10. The Parties, with the assistance of the Settlement Administrator, have prepared the Notices and Claim Form, which are attached to the Agreement as exhibits. The Court preliminarily finds that the Notice to be provided to Settlement Class members is the best 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 opt-out of the Settlement; and is reasonable and constitutes due, adequate, and sufficient notice to all Settlement Class members entitled to receive notice.

11. The Court has carefully reviewed and hereby approves the Notices and provides that the Parties may make immaterial alterations to them if necessary. The Court directs that Notice be sent to the Settlement Class in the manner outlined in the Agreement. The Claim Form appears to be easy to read and understand; therefore, the Claim Form and Claim process is hereby approved.

12. 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 end of the Opt-Out Period (30 days before the original date of the Final Approval Hearing). 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 of the Settlement Class Member Benefits, and shall not be bound by the Settlement or by any Final Approval Order and judgment approving the Settlement.

13. All Settlement Class Members who do not submit a timely, written request to opt-out in the manner set forth in the Notice and Agreement shall be bound by any Final Approval Order and 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.

14. Settlement Class Members who wish to object to the Settlement and/or to Class

Counsel's Application for Attorneys' Fees, Costs, and Service Awards to the Class Representatives shall file any objections pursuant to the requirements of this paragraph. To be considered, the objection must include: (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 5 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 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; (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 5 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 5 years; (f) any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity; (g) the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing; (h) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (i) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (j) 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.

15. Objections to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards must be filed with the Court and sent by U.S. mail to Class Counsel, Defendant's counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier, an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

16. In advance of the Final Approval Hearing, the Settlement Administrator shall prepare a declaration confirming the Notice Program was completed in accordance with the terms of the Agreement and this Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each individual in the Settlement Class 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.

17. The Court will hold a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the Settlement on \_\_\_\_\_, 2025, at \_\_\_\_\_ a.m./p.m. The Court will advise the Parties in advance of the Final Approval Hearing whether the hearing will be held in person or by video conference or other remote means. 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 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 any Service Awards to the Class Representatives. The Final Approval Hearing may be postponed, adjourned, or rescheduled by order of the Court without further notice to Settlement Class members other than on the Settlement Website and the Court's docket.

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

Deadline to commence Notice Program	<b>Within 20 days of Preliminary Approval Order</b>
Deadline to complete Notice Program	<b>At least 45 days before the original date of Final Approval Hearing</b>
Deadline for filing Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees and Costs	<b>45 days before the original date of Final Approval Hearing</b>
Opt-out Period Ends	<b>30 days before the original date of Final Approval Hearing</b>
Objection Period Ends	<b>30 days before the original date of Final Approval Hearing</b>
Claim Form Deadline	<b>15 days after the Final Approval Hearing</b>
Final Approval Hearing	<b>_____, 2025, at _____ a.m./p.m. (or such later date available on the Court's calendar).</b>

19. The Court stays all proceedings in this Action until further order of the Court, except 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** in chambers in OKALOOSA COUNTY CIRCUIT COURT, Florida this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
CIRCUIT COURT JUDGE

Copies furnished to:  
All Counsel of Record

# **EXHIBIT B**

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT IN AND FOR  
OKALOOSA COUNTY, FLORIDA**

IN RE: BRIDGEWAY CENTER  
CYBER INCIDENT LITIGATION

Lead Case No.: 2024-CA-1395

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

We, Jeff Ostrow, Mariya Weekes, A. Brooke Murphy, and Phil J. Krzeski, declare as follows:

1. We are counsel of record for Plaintiffs<sup>1</sup> and proposed Class Counsel for the Settlement Class in the above-captioned matter. We submit this declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement. Unless otherwise noted, we have personal knowledge of the facts set forth in this declaration and could and would testify competently to them if called upon to do so.

2. This Action concerns a Cyber Incident that occurred at Bridgeway Center. On or about February 21, 2023, Bridgeway Center noticed suspicious activity on its network. A subsequent forensic investigation determined that unauthorized third-party actors had infiltrated Bridgeway Center's system and gained access to Bridgeway Center's network on February 21-23, 2024. Bridgeway Center's investigation confirmed the Cyber Incident included 65,386 individuals' Private Information, including names, addresses, telephone numbers, dates of birth, Social

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<sup>1</sup> The definitions and capitalized terms in the Settlement Agreement are hereby incorporated as though fully set forth herein and shall have the same meanings attributed to them in the Agreement. A true and correct copy of the Agreement is attached as Exhibit A to Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement.

Security numbers, and health insurance information, used by Bridgeway Center for its business operations.

3. As a result, in May of 2024, Plaintiffs filed their respective class action complaints against Bridgeway Center, asserting various causes of action, including, but not limited, to: (1) negligence; (2) breach of implied contract; (3) breach of fiduciary duty; (4) unjust enrichment; and (5) seeking declaratory and injunctive relief, aiming to represent a nationwide class of impacted individuals.

4. Shortly after the filing of the actions, the Parties began discussing settlement and scheduled a mediation with an experienced class action mediator, Steven R. Jaffe, Esq., for July 22, 2024.

5. In advance of the mediation, Plaintiffs propounded informal discovery requests on Bridgeway Center, to which Bridgeway Center responded by providing detailed information related to, among other things, the nature and cause of the Cyber Incident, the number and geographic location of victims impacted by the Cyber Incident, and the specific type of information impacted. The Parties also exchanged mediation statements in advance of the mediation.

6. The information the Parties exchanged before mediation allowed Plaintiffs and Class Counsel to enter settlement negotiations with substantial information about the facts and merits of the legal claims. Plaintiffs and Class Counsel reviewed key documents and information, which, in consultation with their data security experts, allowed them to confidently evaluate the strengths and weaknesses of Plaintiffs' claims and prospects for success at class certification, summary judgment, and trial.

7. During the mediation, the Parties thoroughly discussed and vetted the facts and law as Mr. Jaffe engaged in a critical analysis of the Parties' arguments.



8. After a full day of contentious mediation, the Parties were unable to reach a resolution. In the following days, the Parties continued to negotiate and were ultimately able to reach an agreement on the materials terms of the Settlement on July 24, 2024.

9. Thereafter, on August 6, 2024, the Parties filed a Notice of Classwide Settlement. For nearly three weeks following mediation, the Parties negotiated the Agreement which was signed by the Parties and their counsel on August 22, 2024. The Agreement contains all the agreements between the Parties.

7. The Releases contained in the Agreement are tailored to claims arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Cyber Incident.

10. The timing of the Claim process outlined in the Agreement is structured to ensure that all Settlement Class members have adequate time to review the terms of the Agreement, compile documents supporting their Claims, and decide whether they would like to submit a Claim, opt-out, or object.

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

12. Class Counsel are highly qualified and have a great deal of experience litigating complex consumer class actions, including in the data privacy context. This experience proved beneficial to Plaintiffs and the Settlement Class during Settlement negotiations.

13. Class Counsel have devoted substantial time and resources to vigorously prosecute this Action and will continue to do so. Specifically, we have litigated this Action, including

evaluating the claims, preparing comprehensive pleadings, serving pre-mediation discovery, complying with Court orders and requirements, and participating in a mediation that ultimately resulted in this Settlement.

14. The Settlement Class Member Benefits set forth in the Agreement are significant in light of the risks.

15. Plaintiffs' respective interests are coextensive and do not conflict with the interests of the Settlement Class. Plaintiffs have the same interest in the Settlement relief, and the absent Settlement Class members have no diverging interests.

16. Plaintiffs have cooperated with Class Counsel and assisted in providing important information in the preparation of the complaints filed in this Action. Plaintiffs have also diligently and adequately prosecuted this Action by, among other things, reviewing filings, promptly providing documents and information to Class Counsel, acting in the best interest of the Settlement Class, reviewing the Agreement, and accepting the class-wide Settlement. Plaintiffs are committed to continue prosecuting this Action through Final Approval and protecting the interests of the Settlement Class. Class Counsel shall apply to the Court for Service Awards of up to \$2,000.00 for each Plaintiff for serving as a Class Representative. The Service Awards shall be paid from the Settlement Fund. Class Counsel will formally request the Service Awards in an Application for Attorneys' Fees, Costs, and Service Awards that will be filed no less than 45 days before the Final Approval Hearing.

17. Class Counsel has adequately represented the interests of the Settlement Class. Class Counsel has devoted substantial time and resources to this Action, are qualified to represent the Settlement Class, and will, along with the Class Representatives, vigorously protect the interests of the Settlement Class.

18. Class Counsel have no conflicts of interest with the Settlement Class, and the Parties did not discuss Service Awards or attorneys' fees and costs until after an agreement had been reached on all material settlement terms regarding Settlement Class Member Benefits.

19. Class Counsel has not been paid for their extensive efforts or reimbursed for litigation costs and expenses. Class Counsel shall apply to the Court for an award of attorneys' fees of up to 33.3% of the Settlement Fund, plus reimbursement of its costs, which shall be paid from the Settlement Fund. Class Counsel will formally request their attorneys' fees and costs through an Application for Attorneys' Fees, Costs, and Service Awards that will be filed no less than 45 days before the Final Approval Hearing.

20. With the Court's approval, the Parties agree to use Epiq Class Action & Claims Solutions, Inc. for purposes of disseminating Notice and administering the Settlement. Epiq is a well-respected and reputable third-party administrator that was mutually selected by the Parties. Epiq is highly qualified to manage the entire settlement administration process. The Parties will jointly oversee Epiq.

21. Class Counsel is familiar with the claims they have litigated. As can be seen from their resumes, attached as *Exhibits 1-4*, Class Counsel have significant experience in the litigation, certification, trial, and settlement of national class actions, including substantial time and resources dedicated to past and present data breach litigation across the country, and have recovered hundreds of millions of dollars for the classes we have represented.

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

23. Defendant's Counsel are also highly experienced in this type of litigation. Class Counsel and Counsel for the Defendant have fully evaluated the strengths, weaknesses, and equities of the Parties' respective positions and believe the proposed settlement fairly resolves their respective differences.

24. The risks, expense, complexity, and likely duration of further litigation support preliminary approval of the Settlement. Any settlement requires the parties to balance the merits of the claims and defenses asserted against the attendant risks of continued litigation and delay. Class Counsel believe the claims asserted are meritorious and that Plaintiffs would prevail if this matter proceeded to trial.

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

26. Although the Parties entered into a settlement relatively early in litigation, the Settlement negotiations were hard-fought, and the Parties expended significant time and energy on this Action.

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

I declare under penalty of perjury that the foregoing is true of my own personal knowledge.  
Executed in Fort Lauderdale, Florida, on August 23, 2024.

/s/ Jeff Ostrow  
Jeff Ostrow

I declare under penalty of perjury that the foregoing is true of my own personal knowledge.  
Executed in Fort Lauderdale, Florida, on August 23, 2024.

/s/ Mariya Weekes  
Mariya Weekes

I declare under penalty of perjury that the foregoing is true of my own personal knowledge.  
Executed in Oklahoma City, Oklahoma, on August 23, 2024.

/s/ A. Brooke Murphy  
A. Brooke Murphy

I declare under penalty of perjury that the foregoing is true of my own personal knowledge.  
Executed in Minneapolis, Minnesota, on August 23, 2024.

/s/ Philip J. Krzeski  
Philip J. Krzeski

# **EXHIBIT 1**



# FIRM RESUME

One West Las Olas Boulevard, Suite 500  
Fort Lauderdale, Florida 33301

**Telephone:** 954.525.4100

**Facsimile:** 954.525.4300

**Website:** [www.kolawyers.com](http://www.kolawyers.com)

**Miami – Fort Lauderdale – Boca Raton**

## OUR FIRM

For over two decades, Kopelowitz Ostrow Ferguson Weiselberg Gilbert (KO) has provided comprehensive, results-oriented legal representation to individual, business, and government clients throughout Florida and the rest of the country. KO has the experience and capacity to represent its clients effectively and has the legal resources to address almost any legal need. The firm's 25 attorneys have practiced at several of the nation's largest and most prestigious firms and are skilled in almost all phases of law, including consumer class actions, multidistrict litigation involving mass tort actions, complex commercial litigation, and corporate transactions. In the class action arena, the firm has experience not only representing individual aggrieved consumers, but also defending large institutional clients, including multiple Fortune 100 companies.

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## WHO WE ARE

The firm has a roster of accomplished attorneys. Clients have an opportunity to work with some of the finest lawyers in Florida and the United States, each one committed to upholding KO's principles of professionalism, integrity, and personal service. Among our roster, you'll find attorneys whose accomplishments include Board Certified in their specialty; serving as in-house counsel for major corporations, as city and county attorneys handling government affairs, and as public defenders and prosecutors; achieving multi-millions of dollars through verdicts and settlements in trials, arbitrations, and alternative dispute resolution procedures; successfully winning appeals at every level in Florida state and federal courts; and serving government in various elected and appointed positions.

KO has the experience and resources necessary to represent large putative classes. The firm's attorneys are not simply litigators, but rather, experienced trial attorneys with the support staff and resources needed to coordinate complex cases.



# CLASS ACTION PLAINTIFF

Since its founding, KO has initiated and served as lead class counsel in dozens of high-profile class actions. Although the actions are diverse by subject area, KO has established itself as one of the leading firms that sue national and regional banks and credit unions related to the unlawful assessment of fees. Their efforts spanning a decade plus have resulted in recoveries in excess of \$500 million and monumental practices changes that have changed the industry and saving clients billions of dollars.

Additionally, other past and current cases have been prosecuted for breaches of insurance policies; data breaches; data privacy; wiretapping; biometric privacy; gambling; false advertising; defective consumer products and vehicles; antitrust violations; and suits on behalf of students against colleges and universities arising out of the COVID-19 pandemic.

The firm has in the past litigated certified and proposed class actions against Blue Cross Blue Shield and United Healthcare related to their improper reimbursements of health insurance benefits. Other insurance cases include auto insurers failing to pay benefits owed to insureds with total loss vehicle claims. Other class action cases include cases against Microsoft Corporation related to its Xbox 360 gaming platform, ten of the largest oil companies in the world in connection with the destructive propensities of ethanol and its impact on boats, Nationwide Insurance for improper mortgage fee assessments, and several of the nation's largest retailers for deceptive advertising and marketing at their retail outlets and factory stores.

## CLASS ACTION DEFENSE

The firm also brings experience in successfully defended many class actions on behalf of banking institutions, mortgage providers and servicers, advertising conglomerates, aircraft manufacturer and U.S. Dept. of Defense contractor, a manufacturer of breast implants, and a national fitness chain.

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## MASS TORT LITIGATION

The firm also has extensive experience in mass tort litigation, including serving as Lead Counsel in the Zantac Litigation, one of the largest mass torts in history. The firm also has handled cases against 3M related to defective earplugs, several vaginal mesh manufacturers, Bayer in connection with its pesticide Roundup, Bausch & Lomb for its Renu with MoistureLoc product, Wyeth Pharmaceuticals related to Prempro, Bayer Corporation related to its birth control pill YAZ, and Howmedica Osteonics Corporation related to the Stryker Rejuvenate and AGB II hip implants. In connection with the foregoing, some of which has been litigated within the multidistrict arena, the firm has obtained tens of millions in recoveries for its clients.

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## OTHER AREAS OF PRACTICE

In addition to class action and mass tort litigation, the firm has extensive experience in the following practice areas: commercial and general civil litigation, corporate transactions, health law, insurance law, labor and employment law, marital and family law, real estate litigation and transaction, government affairs, receivership, construction law, appellate practice, estate planning, wealth preservation, healthcare provider reimbursement and contractual disputes, white collar and criminal defense, employment contracts, environmental, and alternative dispute resolution.

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## FIND US ONLINE

To learn more about KO, or any of the firm's other attorneys, please visit [www.kolawyers.com](http://www.kolawyers.com).

## CLASS ACTION AND MASS TORTS

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### FINANCIAL INSTITUTIONS

*Aseltine v. Bank of America, N.A.*, 3:23-cv-00235 (W.D.N.C.) – Preliminary Approval - \$21 million

*McNeil v. Capital One, N.A.*, 1:19-cv-00473 (E.D.N.Y.) – Preliminary Approval - \$16 million

*Devore, et al. v. Dollar Bank*, GD-21-008946 (Ct. Common Pleas Allegheny 2024) - \$7 million

*Nimsey v. Tinker Federal Credit Union*, C1-2019-6084 (Dist. Ct. Oklahoma 2024) - \$5.475 million

*Precision Roofing of N. Fla. Inc., et al. v. CenterState Bank*, 3:20-cv-352 (S.D. Fla. 2023) - \$2.65 million

*Checchia v. Bank of America, N.A.*, 2:21-cv-03585 (E.D. Pa. 2023) - \$8 million

*Quirk v. Liberty Bank*, X03-HHD-CV20-6132741-S (Jud. Dist. Ct. Hartford 2023) - \$1.4 million

*Meier v. Prosperity Bank*, 109569-CV (Dist. Ct. Brazoria 2023) - \$1.6 million

*Abercrombie v. TD Bank, N.A.*, 0:21-cv-61376 (S.D. Fla. 2022) - \$4.35 million

*Perks, et al. v. TD Bank, N.A.*, 1:18-cv-11176 (E.D.N.Y. 2022) - \$41.5 million

*Fallis v. Gate City Bank*, 09-2019-CV-04007 (Dist. Ct., Cty. of Cass, N.D. 2022) - \$1.8 million

*Glass, et al. v. Delta Comm. Cred. Union*, 2019CV317322 (Sup. Ct. Fulton Ga. 2022) - \$2.8 million

*Roy v. ESL Fed. Credit Union*, 19-cv-06122 (W.D.N.Y. 2022) - \$1.9 million

*Wallace v. Wells Fargo*, 17CV317775 (Sup. Ct. Santa Clara 2021) - \$10 million

*Doxey v. Community Bank, N.A.*, 8:19-CV-919 (N.D.N.Y. 2021) - \$3 million

*Coleman v. Alaska USA Federal Credit Union*, 3:19-cv-0229-HRH (Dist. of Alaska 2021) - \$1 million

*Smith v. Fifth Third Bank*, 1:18-cv-00464-DRC-SKB (W.D. Ohio 2021) - \$5.2 million

*Lambert v. Navy Federal Credit Union*, 1:19-cv-00103-LO-MSN (S.D. Va. 2021) - \$16 million

*Roberts v. Capital One, N.A.*, 16 Civ. 4841 (LGS) (S.D.N.Y. 2021) - \$17 million

*Lloyd v. Navy Federal Credit Union*, 17-cv-01280-BAS-RBB (S.D. Ca. 2019) - \$24.5 million

*Farrell v. Bank of America, N.A.*, 3:16-cv-00492-L-WVG (S.D. Ca. 2018) - \$66.6 million

*Bodnar v. Bank of America, N.A.*, 5:14-cv-03224-EGS (E.D. Pa. 2015) - \$27.5 million

*Morton v. Green Bank*, 11-135-IV (20th Judicial District Tenn. 2018) - \$1.5 million

*Hawkins v. First Tenn. Bank*, CT-004085-11 (13th Jud. Dist. Tenn. 2017) - \$16.75 million

*Payne v. Old National Bank*, 82C01-1012 (Cir. Ct. Vanderburgh 2016) - \$4.75 million

*Swift. v. Bancorpsouth*, 1:10-CV-00090 (N.D. Fla. 2016) - \$24.0 million

*Mello v. Susquehanna Bank*, 1:09-MD-02046 (S.D. Fla. 2014) – \$3.68 million

*Johnson v. Community Bank*, 3:11-CV-01405 (M.D. Pa. 2013) - \$1.5 million

*McKinley v. Great Western Bank*, 1:09-MD-02036 (S.D. Fla. 2013) - \$2.2 million

*Blabut v. Harris Bank*, 1:09-MD-02036 (S.D. Fla. 2013) - \$9.4 million

*Wolfgeher v. Commerce Bank*, 1:09-MD-02036 (S.D. Fla. 2013) - \$18.3 million

*Case v. Bank of Oklahoma*, 09-MD-02036 (S.D. Fla. 2012) - \$19.0 million

*Hawthorne v. Umpqua Bank*, 3:11-CV-06700 (N.D. Cal. 2012) - \$2.9 million

*Simpson v. Citizens Bank*, 2:12-CV-10267 (E.D. Mich. 2012) - \$2.0 million

*Harris v. Associated Bank*, 1:09-MD-02036 (S.D. Fla. 2012) - \$13.0 million

*LaCour v. Whitney Bank*, 8:11-CV-1896 (M.D. Fla. 2012) - \$6.8 million

*Orallo v. Bank of the West*, 1:09-MD-202036 (S.D. Fla. 2012) - \$18.0 million

*Taulava v. Bank of Hawaii*, 11-1-0337-02 (1st Cir. Hawaii 2011) - \$9.0 million

# DATA BREACH AND PRIVACY

*In re: Fortra*, MDL No. 3090 (S.D. Fla.) – Co-Lead Counsel  
*Crove, et al. v. Managed Care of North America, Inc.*, 0:23-cv-61065-AHS (S.D. Fla.) – Co-Lead Counsel  
*Malinowski, et al. v. IBM Corp. and Johnson & Johnson*, 7:23-cv-08421 (S.D.N.Y.) – Co-Lead Counsel  
*Gordon, et al. v. Zeroed-In Technologies, LLC, et al.*, 1:23-CV-03284 (D. Md.) – Co-Lead Counsel  
*Harrell, et al. v. Webtpa Employer Services LLC*, 3:24-CV-01158 (N.D. Tex.) - Co-Lead Counsel  
*Gambino, et al. v. Berry Dunn Mcneil & Parker LLC*, 2:24-CV-00146 (D. Me.) - Co-Lead Counsel  
*Isaac v. Greylock McKinnon Associates, Inc.*, 1:24-CV-10797 (D. Mass.) - Co-Lead Counsel  
*Rodriguez, et al. v. Caesars Entertainment, Inc.*, 2:23-CV-01447 (D. Nev.) - Steering Committee Chair  
*Owens v. MGM Resorts International*, 2:23-cv-01480-RFB-MDC (D. Nev.) - Executive Committee  
*Doyle v. Luxottica of America, Inc.*, 1:20-cv-00908-MRB (S.D. Ohio) - Executive Committee  
*Doe, et al. v. Highmark, Inc.*, 2:23-cv-00250-NR (W.D. Penn.) - Executive Committee  
*Silvers, et al. v. HCA Healthcare, Inc.*, 1:23-cv-01003-LPH (S.D. In.) - Executive Committee  
*In re: 21st Century Oncology*, MDL No. 2737 (M.D. Fla. 2021) - \$21.8 million  
*In re: CaptureRx Data Breach*, 5:21-cv-00523 (W.D. Tex. 2022) - \$4.75 million  
*Lopez, et al. v. Volusion, LLC*, 1:20-cv-00761 (W.D. Tex. 2022) - \$4.3 million  
*Mathis v. Planet Home Lending, LLC*, 3:24-CV-00127 (D. Conn.) - Preliminary Approval - \$2.425 million  
*Stadnik v. Sovos Compliance, LLC*, 1:23-CV-12100 (D. Mass.) - Preliminary Approval - \$3.5 million  
*Turner v. Johns Hopkins, et al.*, 24-C-23-002983 (Md. Cir. Ct.) - Preliminary Approval - \$2.9 million  
*Peterson v. Vivendi Ticketing US LLC*, 2:23-CV-07498 (C.D. Cal.) - Preliminary Approval - \$3.25 million  
*Katz et al. v. Einstein Healthcare Network*, No. 02045 (Phila C.P.) - \$1.6 million  
*Opris et al v. Sincera Reproductive Medicine et al*, No. 2:21-cv-03072 (E.D. PA) - \$1.2 million

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*Ostendorf v. Grange Indemnity Ins. Co.*, 2:19-cv-01147-ALM-KAJ (E.D. Ohio 2020) - \$12.6 million  
*Paris, et al. v. Progressive Select Ins. Co., et al.*, 19-21760-CIV (S.D. Fla. 2023) - \$38 million  
*Spielman v. USAA, et al.*, 2:19-cv-01359-TJH-MAA (C.D. Ca. 2023) - \$3 million  
*Walters v. Target Corp.*, 3:16-cv-1678-L-MDD (S.D. Cal. 2020) - \$8.2 million  
*Papa v. Grieco Ford Fort Lauderdale, LLC*, 18-cv-21897-JEM (S.D. Fla. 2019) - \$4.9 million  
*In re Disposable Contact Lens Antitrust Litig.*, MDL 2626 (M.D. Fla.) - \$88 million  
*Vandiver v. MD Billing Ltd.*, 2023LA000728 (18th Jud. Dist. Ill. 2023) - \$24 million  
*Skerandel v. Costco Wholesale Corp.*, 9:21-cv-80826-BER (S.D. Fla. 2024) - \$1.3 million  
*Evans v. Church & Dwight Co., Inc.*, 1:22-CV-06301 (N.D. Ill. 2023) - \$2.5 million  
*In Re: Farm-Raised Salmon & Salmon Prod. Antitrust Litig.*, No. 1:19-cv-21551 (S.D. Fla. 2023) - \$75 million  
*Perry v. Progressive Michigan, et al.*, 22-000971-CK (Cir. Ct. Washtenaw) - Class Counsel  
*In re Apple Simulated Casino-Style Games Litig.*, MDL No. 2958 (N.D. Cal.) - Executive Committee  
*In re Google Simulated Casino-Style Games Litig.*, MDL No. 3001 (N.D. Cal.) - Executive Committee  
*In re Facebook Simulated Casino-Style Games Litig.*, No. 5:21-cv-02777 (N.D. Cal.) - Exec. Committee

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*In re Zantac Prods. Liab. Litig.*, MDL No. 2924 (S.D. Fla.) - Co-Lead Counsel  
*In re: National Prescription Opiate Litigation*, No. MDL No. 2804 (N.D. Ohio) - \$100 million  
*In re: Juul Labs*, No. MDL No. 2913 (N.D. Cal.) - \$26 million  
*In re: Davenport Hotel Building Collapse*, LACE137119 (Dist. Ct. Scott Cty., Iowa) - Class Counsel  
*In re: 3M Combat Arms Earplug Prod. Liab. Litig.*, MDL No. 2885 (N.D. Fla.) - Numerous Plaintiffs  
*In re: Stryker Prod. Liab. Lit.*, 13-MD-2411 (Fla. Cir Ct.) - Numerous Plaintiffs

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# CONSUMER PROTECTION

# MASS TORT



# JEFF OSTROW

## Managing Partner

ostrow@kolawyers.com

954.332.4200

### *Bar Admissions*

Florida Bar

District of Columbia Bar

### *Court Admissions*

Supreme Court of the United States

U.S. Court of Appeals for the Eleventh Circuit

U.S. Court of Appeals for the Ninth Circuit

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Northern District of Illinois

U.S. District Court, Eastern District of Michigan

U.S. District Court, Western District of Tennessee

U.S. District Court, Western District of Wisconsin

U.S. District Court, Western District of Kentucky

U.S. District Court, Northern District of New York

U.S. District Court, District of Colorado

U.S. District Court, Southern District of Indiana

U.S. District Court, Eastern District of Texas

U.S. District Court, District of Nebraska

### *Education*

Nova Southeastern University, J.D. - 1997

University of Florida, B.S. - 1994

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Jeff Ostrow is the Managing Partner of Kopelowitz Ostrow P.A. He established his own law practice in 1997 immediately upon graduation from law school and has since grown the firm to 30 attorneys in 3 offices throughout south Florida. In addition to overseeing the firm's day-to-day operations and strategic direction, Mr. Ostrow practices full time in the area of consumer class actions. He is a Martindale-Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics, which is the highest possible rating by the most widely recognized attorney rating organization in the world.

Mr. Ostrow is an accomplished trial attorney who has experience representing both Plaintiffs and Defendants. He has successfully tried many cases to verdict involving multi-million-dollar damage claims in state and federal courts. He is currently court-appointed lead counsel and sits on plaintiffs' executive committees in multiple high profile nationwide multi-district litigation actions involving cybersecurity breaches and related privacy issues.

Additionally, he has spent the past 15 years serving as lead counsel in dozens of nationwide and statewide class action lawsuits against many of the world's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over \$1 billion for tens of millions of bank and credit union customers, as well as monumental changes in the way they assess fees. Those changes have forever revolutionized an industry, resulting in billions of dollars of savings. In addition, Mr. Ostrow has served as lead class counsel in many consumer class actions against some of the world's largest airlines, pharmaceutical companies, clothing retailers, health and auto insurance carriers, technology companies, and oil conglomerates, along with serving as class action defense counsel for some of the largest advertising and marketing agencies in the world, banking institutions, real estate developers, and mortgage companies. A selection of

settled class actions in which Mr. Ostrow has participated are listed herein above.

Mr. Ostrow often serves as outside General Counsel to companies, advising them in connection with their legal and regulatory needs. He has represented many Fortune 500® Companies in connection with their Florida litigation. He has handled cases covered by media outlets throughout the country and has been quoted many times on various legal topics in almost every major news publication, including the Wall Street Journal, New York Times, Washington Post, Miami Herald, and Sun-Sentinel. He has also appeared on CNN, ABC, NBC, CBS, Fox, ESPN, and almost every other major national and international television network in connection with his cases, which often involve industry changing litigation or athletes in Olympic swimming, professional boxing, the NFL, NBA and MLB.

Mr. Ostrow received a Bachelor of Science in Business Administration from the University of Florida in 1994 and Juris Doctorate from Nova Southeastern University in 1997. He is a licensed member of The Florida Bar and the District of Columbia Bar, is fully admitted to practice before the U.S. Supreme Court, U.S. Court of Appeals for the Ninth Circuit and Eleventh Circuit, the U.S. District Courts for the Southern, Middle, and Northern Districts of Florida, District of Colorado, Southern District of Indiana, Western District of Kentucky, Eastern District of Michigan, Northern District of Illinois, District of Nebraska, Northern District of New York, Western District of Tennessee, Eastern District of Texas, and Western District of Wisconsin. Mr. Ostrow is also member of several bar associations.

In addition to the law practice, he is the founder and president of ProPlayer Sports LLC, a full-service sports agency and marketing firm. He represents both Olympic Gold Medalist Swimmers, World Champion Boxers, and select NFL athletes, and is licensed by both the NFL Players Association as a certified Contract Advisor. At the agency, Mr. Ostrow handles all player-team negotiations of contracts, represents his clients in legal proceedings, negotiates all marketing and NIL engagements, and oversees public relations and crisis management. He has extensive experience in negotiating, mediating, and arbitrating a wide range of issues on behalf of clients with the NFL Players Association, the International Olympic Committee, the United States Olympic Committee, USA Swimming and the World Anti-Doping Agency. He has been an invited sports law guest speaker at New York University and Nova Southeastern University and has also served as a panelist at many industry-related conferences.

He is a lifetime member of the Million Dollar Advocates Forum. The Million Dollar Advocates Forum is the most prestigious group of trial lawyers in the United States. Membership is limited to attorneys who have had multi-million dollar jury verdicts. Additionally, he is consistently named as one of the top lawyers in Florida by Super Lawyers®, a publication that recognizes the best lawyers in each state. Mr. Ostrow is an inaugural recipient of the University of Florida's Warrington College of Business Administration Gator 100 award for the fastest growing University of Florida alumni- owned law firm in the world.

When not practicing law, Mr. Ostrow serves on the Board of Governors of Nova Southeastern University's Wayne Huizenga School of Business and is the Managing Member of One West LOA LLC, a commercial real estate development company with holdings in downtown Fort Lauderdale. He has previously sat on the boards of a national banking institution and a national healthcare marketing company. Mr. Ostrow is a founding board member for the Jorge Nation Foundation, a 501(c)(3) non-profit organization that partners with the Joe DiMaggio Children's Hospital to send children diagnosed with cancer on all-inclusive Dream Trips to destinations of their choice. Mr. Ostrow resides in Fort Lauderdale, Florida, and has 3 sons.



# DAVID FERGUSON

Partner

***Bar Admissions***

The Florida Bar

***Court Admissions***

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

***Education***

Nova Southeastern University, J.D. - 1993

Nova Southeastern University, B.S. – 1990

***Email: [ferguson@kolawyers.com](mailto:ferguson@kolawyers.com)***

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David L. Ferguson is an accomplished trial attorney and chairs the firm's litigation department. He routinely leads high stakes litigation across a wide array of practice areas, including, but not limited to, employment law, complex business litigation, class actions, product liability, catastrophic personal injury, civil rights, and regulatory enforcement actions.

Mr. Ferguson is a Martindale-Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics, a testament to the fact that his peers (lawyers and judges in the community) have ranked him at the highest level of professional excellence. Mr. Ferguson is well regarded as a formidable advocate in court and for providing creative and insightful strategic advice, particularly in emergency and extremely complex situations.

While in law school, Mr. Ferguson served as a Staff Member of the Nova Law Review. He was also a member of the Moot Court Society and the winner of the Moot Court Intramural Competition.

## **Representation of the Broward Sheriff's Office**

Since 2013, Mr. Ferguson has had the privilege of representing the Broward Sheriff's Office ("BSO") in over 150 matters involving many different types of disputes and issues, including: defense of civil rights lawsuits in state and federal court; negotiating collective bargaining agreements with unions; and arbitrations brought by unions or employees subjected to termination or other significant discipline. Mr. Ferguson has had many arbitration final hearings and state and federal jury trials for BSO representing the agency as well as the Sheriff and numerous Deputies individually.

## **Class/Mass Actions**

Mr. Ferguson has experience in class actions against large banks and some of the world's largest companies, including technology companies and oil conglomerates.

Additionally, during his career Mr. Ferguson has defended many large companies in MDL's, and mass and class actions, including medical equipment manufacturers, pharmaceutical companies, an aircraft parts and engine manufacturer and defense contractor, nationwide retailers, and a massive sugar manufacturer.

## **Large Fraud and Ponzi Cases**

Mr. Ferguson has a great deal of experience litigating cases involving massive fraud claims, most often for victims, but also for select defendants. Mr. Ferguson's clients have included individual victims who have lost multiple millions of dollars in fraud schemes to large businesses with tremendous damages, including one international lending institution with damages in excess of \$150 million. Additionally, Mr. Ferguson successfully represented several individuals and entities subjected to significant claims by a receiver and the United States Marshals Service in a massive billion-dollar Ponzi scheme involving a notorious Ft. Lauderdale lawyer and his law firm.

## **Regulatory Agency Enforcement Actions**

Mr. Ferguson has extensive experience defending individuals and entities in significant enforcement actions brought by regulatory agencies, including the CFTC, FTC, and SEC.

## **Employment, Human Resources, and Related Matters**

Mr. Ferguson has represented numerous business and individuals in employment and human resource related matters. Mr. Ferguson has represented several Fortune 50 companies, including Pratt & Whitney/UTC, Home Depot, and Office Depot in all phases of employment related matters. Mr. Ferguson has litigated virtually every type of discrimination and employment related claim, including claims based upon race, pregnancy, disability, national origin, religion, age, sexual preference, sexual harassment, worker's compensation, unemployment, FMLA leave, FLSA overtime, unpaid wages, whistleblower, and retaliation.

Mr. Ferguson primarily represents companies, but also represents select individuals who have claims against their present or former employers. In addition to the wide variety of employment claims discussed above, as plaintiff's counsel Mr. Ferguson has also handled federal False Claims Act (Qui Tam) and the Foreign Corrupt Practices Act claims brought by individuals.

## **Business Disputes**

Throughout his legal career, as counsel for plaintiffs and defendants, Mr. Ferguson has handled a myriad of commercial cases involving all types of business disputes, including claims for breach of partnership agreements, breach of shareholder or limited liability company operating agreements; dissolution of corporations and limited liability companies; appointment of receivers; breaches of fiduciary duty; conversion; constructive trust; theft; negligent or intentional misrepresentation or omissions; fraudulent inducement; tortious interference; professional negligence or malpractice; derivative actions, breach of contract, real estate disputes, and construction disputes.

## **Noncompetition and Trade Secret Litigation**

Mr. Ferguson routinely represents companies and individuals in commercial disputes involving unfair and deceptive trade practices, unfair competition and/or tortious interference with contracts or valuable business relationships. Often these cases involve the enforcement of noncompetition agreements and protection of valuable trade secrets. Mr. Ferguson has extensive experience representing businesses seeking to enforce their noncompetition agreements and/or protect trade secrets through suits for injunctive relief and damages and representing subsequent employers and individuals defending against such claims. He has obtained numerous injunctions for his clients and has also successfully defended against them numerous times, including getting injunctions dissolved that were entered against his clients without notice or prior to his representation. Mr. Ferguson has also obtained contempt sanctions and entitlement to punitive damages against individuals and entities who have stolen trade secrets from his clients.





# ROBERT C. GILBERT

Partner

## Bar Admissions

The Florida Bar  
District of Columbia Bar

## Court Admissions

Supreme Court of the United States  
U.S. Court of Appeals for the 11th Circuit  
U.S. District Court, Southern District of Florida  
U.S. District Court, Middle District of Florida

## Education

University of Miami School of Law, J.D. - 1985  
Florida International University, B.S. - 1982

**Email:** [gilbert@kolawyers.com](mailto:gilbert@kolawyers.com)

Robert C. “Bobby” Gilbert has over three decades of experience handling class actions, multidistrict litigation and complex business litigation throughout the United States. He has been appointed lead counsel, co-lead counsel, coordinating counsel or liaison counsel in many federal and state court class actions. Bobby has served as trial counsel in class actions and complex business litigation tried before judges, juries and arbitrators. He has also briefed and argued numerous appeals, including two precedent-setting cases before the Florida Supreme Court.

Bobby was appointed as Plaintiffs’ Coordinating Counsel in *In re Checking Account Overdraft Litig.*, MDL 2036, class action litigation brought against many of the nation’s largest banks that challenged the banks’ internal practice of reordering debit card transactions in a manner designed to maximize the frequency of customer overdrafts. In that role, Bobby managed the large team of lawyers who prosecuted the class actions and served as the plaintiffs’ liaison with the Court regarding management and administration of the multidistrict litigation. He also led or participated in settlement negotiations with the banks that resulted in settlements exceeding \$1.1 billion, including Bank of America (\$410 million), Citizens Financial (\$137.5 million), JPMorgan Chase Bank (\$110 million), PNC Bank (\$90 million), TD Bank (\$62 million), U.S. Bank (\$55 million), Union Bank (\$35 million) and Capital One (\$31.7 million).

Bobby has been appointed to leadership positions in numerous other class actions and multidistrict litigation proceedings. He is currently serving as co-lead counsel in *In re Zantac (Ranitidine) Prods. Liab. Litig.*, 9:20-md-02924-RLR (S.D. Fla.), as well as liaison counsel in *In re Disposable Contact Lens Antitrust Litig.*, MDL 2626 (M.D. Fla.); liaison counsel in *In re 21st Century Oncology Customer Data Security Breach Litig.*, MDL 2737 (M.D. Fla.); and *In re Farm-Raised Salmon and Salmon Products Antitrust Litig.*, No. 19-21551 (S.D. Fla.). He previously served as liaison counsel for indirect purchasers in *In re Terazosin Hydrochloride Antitrust Litig.*, MDL 1317 (S.D. Fla.), an antitrust class action that settled for over \$74 million.

For the past 18 years, Bobby has represented thousands of Florida homeowners in class actions to recover full compensation under the Florida Constitution based on the Florida Department of Agriculture's taking and destruction of the homeowners' private property. As lead counsel, Bobby argued before the Florida Supreme Court to establish the homeowners' right to pursue their claims; served as trial counsel in non-jury liability trials followed by jury trials that established the amount of full compensation owed to the homeowners for their private property; and handled all appellate proceedings. Bobby's tireless efforts on behalf of the homeowners resulted in judgments exceeding \$93 million.

Bobby previously served as an Adjunct Professor at Vanderbilt University Law School, where he co-taught a course on complex litigation in federal courts that focused on multidistrict litigation and class actions. He continues to frequently lecture and make presentations on a variety of topics.

Bobby has served for many years as a trustee of the Greater Miami Jewish Federation and previously served as chairman of the board of the Alexander Muss High School in Israel, and as a trustee of The Miami Foundation.



# JONATHAN M. STREISFELD

Partner

## ***Bar Admissions***

The Florida Bar

## ***Court Admissions***

Supreme Court of the United States

U.S. Court of Appeals for the First, Second, Fourth, Fifth Ninth, and Eleventh Circuits

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Northern District of Illinois

U.S. District Court, Western District of Michigan

U.S. District Court, Western District of New York

U.S. District Court, Western District of Tennessee

## ***Education***

Nova Southeastern University, J.D. - 1997

Syracuse University, B.S. - 1994

***Email: [streisfeld@kolawyers.com](mailto:streisfeld@kolawyers.com)***

Jonathan M. Streisfeld joined KO as a partner in 2008. Mr. Streisfeld concentrates his practice in the areas of consumer class actions, business litigation, and appeals nationwide. He is a Martindale Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics.

Mr. Streisfeld has vast and successful experience in class action litigation, serving as class counsel in nationwide and statewide consumer class action lawsuits against the nation's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over \$500,000,000 for tens of millions of bank and credit union customers, as well as profound changes in the way banks assess fees. Additionally, he has and continues to serve as lead and class counsel for consumers in many class actions involving false advertising and pricing, defective products, data breach and privacy, automobile defects, airlines, mortgages, and payday lending. Mr. Streisfeld has also litigated class actions against some of the largest health and automobile insurance carriers and oil conglomerates, and defended class and collective actions in other contexts.

Mr. Streisfeld has represented a variety of businesses and individuals in a broad range of business litigation matters, including contract, fraud, breach of fiduciary duty, intellectual property, real estate, shareholder disputes, wage and hour, and deceptive trade practices claims. He also assists business owners and individuals with documenting contractual relationships and resolving disputes. Mr. Streisfeld has also provided legal representation in bid protest proceedings.

Mr. Streisfeld oversees the firm's appellate and litigation support practice, representing clients in the appeal of final and non-final orders, as well as writs of certiorari, mandamus, and prohibition. His appellate practice includes civil and marital and family law matters.

Previously, Mr. Streisfeld served as outside assistant city attorney for the City of Plantation and Village of Wellington in a broad range of litigation matters. As a member of The Florida Bar, Mr. Streisfeld served for many years on the Executive Council of the Appellate Practice Section and is a past Chair of the Section's Communications Committee. Mr. Streisfeld currently serves as a member of the Board of Temple Kol Ami Emanu-El.



# KEN GRUNFELD

Partner

## *Bar Admissions*

The Pennsylvania Bar

The New Jersey Bar

## *Court Admissions*

U.S. Court of Appeals for the Third, Fourth, Fifth, Ninth, Tenth and Eleventh Circuits

U.S. District Ct, Eastern District of Pennsylvania

U.S. District Ct, Middle District of Pennsylvania

U.S. District Ct, Western District of Pennsylvania

U.S. District Ct, District of New Jersey

U.S. District Ct, Eastern District of Michigan

U.S. District Ct, Western District of Wisconsin

## *Education*

Villanova University School of Law, J.D., 1999

University of Michigan, 1996

*Email: [grunfeld@kolawyers.com](mailto:grunfeld@kolawyers.com)*

Ken Grunfeld is one of the newest KO partners, having just started working at the firm in 2023. Having worked at one of Philadelphia's largest and most prestigious defense firms for nearly a decade defending pharmaceutical manufacturers, national railroads, asbestos companies and corporate clients in consumer protection, products liability, insurance coverage and other complex commercial disputes while working, Mr. Grunfeld "switched sides" about 15 years ago.

Since then, he has become one of the city's most prolific and well-known Philadelphia class action lawyers. His cases have resulted in the recovery of hundreds of millions of dollars for injured individuals.

Mr. Grunfeld brings with him a wealth of pre-trial, trial, and appellate work experience in both state and federal courts. He has successfully taken many cases to verdict. Currently, he serves as lead counsel in a number of nationwide class actions. Whether by settlement or judgment, Mr. Grunfeld makes sure the offending companies' wrongful practices have been addressed. He believes the most important part of bringing a wrongdoer to justice is to ensure that it never happens again; class actions can be a true instrument for change if done well.

Mr. Grunfeld has been named a Super Lawyer numerous times throughout his career. He has been a member of the Philadelphia, Pennsylvania, and American Bar Associations, as well as a member of the American Association for Justice (AAJ). He was a Finalist for AAJ's prestigious Trial Lawyer of the Year Award in 2012 and currently serves as AAJ's Vice Chair of the Class Action Law Group. To his strong view that attorneys should act ethically, he volunteers his time as a Hearing Committee Member for the Disciplinary Board of the Supreme Court of Pennsylvania.

Mr. Grunfeld received his undergraduate degree from the University of Michigan. He is an active member of the Michigan Alumni Association, Philadelphia chapter and serves as a Michigan Alumni Student recruiter for local high schools. He received his Juris Doctor from the Villanova University School of Law. He was a member of the Villanova Law Review and graduated Order of the Coif.

Ken is a life-long Philadelphian. He makes his home in Bala Cynwyd, Pennsylvania, where he resides with his wife, Jennifer, and his year-old twins.

# KRISTEN LAKE CARDOSO

Partner



## ***Bar Admissions***

The Florida Bar  
The State Bar of California

## ***Court Admissions***

U.S. District Court, Southern District of Florida  
U.S. District Court, Middle District of Florida  
U.S. District Court, Central District of California  
U.S. District Court, Eastern District of California  
U.S. District Court, Northern District of Illinois  
U.S. District Court, Eastern District of Michigan

## ***Education***

Nova Southeastern University, J.D., 2007  
University of Florida, B.A., 2004

***Email: [cardoso@kolawyers.com](mailto:cardoso@kolawyers.com)***

Kristen Lake Cardoso is a litigation attorney focusing on consumer class actions and complex commercial litigation. She has gained valuable experience representing individuals and businesses in state and federal courts at both the trial and appellate levels in a variety of litigation matters, including contractual claims, violations of consumer protection statutes, fraud, breach of fiduciary duty, negligence, professional liability, real estate claims, enforcement of non-compete agreements, trade secret infringement, shareholder disputes, deceptive trade practices, and other business torts.

Currently, Ms. Cardoso serves as counsel in nationwide and statewide class action lawsuits concerning violations of state consumer protection statutes, false advertising, defective products, data breaches, and breaches of contract. Ms. Cardoso is actively litigating cases against major U.S. airlines for their failure to refund fares following flight cancellations and schedule changes, as well as cases against manufacturers for their sale and misleading marketing of products, including defective cosmetics and nutritional supplements. Ms. Cardoso also represented students seeking reimbursements of tuition, room and board, and other fees paid to their colleges and universities for in-person education, housing, meals, and other services not provided when campuses closed during the COVID-19 pandemic. Additionally, Ms. Cardoso has represented consumers seeking recovery of gambling losses from tech companies that profit from illegal gambling games offered, sold, and distributed on their platforms.

Ms. Cardoso is admitted to practice law throughout the states of Florida and California, as well as in the United States District Courts for the Southern District of Florida, Middle District of Florida, Central District of California, Eastern District of California Northern District of Illinois, and Eastern District of Michigan.

Ms. Cardoso attended the University of Florida, where she received her Bachelor's degree in Political Science, cum laude, and was inducted as a member of Phi Beta Kappa honor society. She received her law degree from Nova Southeastern University, magna cum laude. While in law school, Ms. Cardoso served as an Articles Editor for the Nova Law Review, was on the Dean's List, and was the recipient of a scholarship granted by the Broward County Hispanic Bar Association for her academic achievements. When not practicing law, Ms. Cardoso serves as a volunteer at Saint David Catholic School, including as a member of the school Advisory Board and an executive member of the Faculty Student Association. She has also served on various committees with the Junior League of Greater Fort Lauderdale geared towards improving the local community through leadership and volunteering.



# STEVEN SUKERT

Partner

## ***Bar Admissions***

The Florida Bar  
The New York Bar

## ***Court Admissions***

United States District Court, Southern District of Florida  
United States District Court, Middle District of Florida  
United States District Court, Southern District of New York  
United States District Court, Eastern District of New York  
United States District Court, Northern District of Illinois  
United States District Court, Central District of Illinois

## ***Education***

Georgetown University Law Center, J.D., 2018  
Northwestern University, B.S., 2010

***Email: [sukert@kolawyers.com](mailto:sukert@kolawyers.com)***

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Steven Sukert has experience in all aspects of complex litigation in federal and state court, including drafting successful dispositive motions and appeals, handling discovery, and arguing court hearings. Steven focuses his practice at KO on complex class actions and multi-district litigations in courts around the country, including in data privacy, bank overdraft fee, and other consumer protection cases.

Before joining KO, Steven gained experience at Gunster, Yoakley & Stewart, P.A. in Miami in high-stakes commercial cases often involving trade secret and intellectual property claims, consumer contract claims, and legal malpractice claims, as well as in international arbitrations. Steven co-authored an amicus brief in the Florida Supreme Court case *Airbnb, Inc. v. Doe* (Case No. SC20-1167), and helped organize the American Bar Association's inaugural International Arbitration Masterclass, in 2021.

Steven was born and raised in Miami. He returned to his home city after law school to clerk for the Honorable James Lawrence King in the U.S. District Court for the Southern District of Florida.

In 2018, Steven earned his J.D. from Georgetown University Law Center. While living in the nation's capital, he worked at the U.S. Department of Labor, Office of the Solicitor, where he won the Gary S. Tell ERISA Litigation Award; the Civil Fraud Section of the U.S. Department of Justice, where he worked on large Medicare fraud cases and pioneered the use of the False Claims Act in the context of pharmaceutical manufacturers who engaged in price fixing; and the Lawyers' Committee for Civil Rights Under Law, where his proposal for writing an amicus brief in the *Janus v. AFSCME* U.S. Supreme Court case was adopted by the organization's board of directors.

Steven has a degree in Molecular Biology from Northwestern University. Prior to his legal career, he worked as a biomedical laboratory researcher at the Diabetes Research Institute in Miami.

# CAROLINE HERTER

Associate



## ***Bar Admissions***

The Florida Bar

## ***Court Admissions***

U.S. District Court, Middle District of Florida

U.S. District Court, Southern District of Florida

U.S. Bankruptcy Court, Southern District of Florida

## ***Education***

University of Miami School of Law, J.D. - 2020

University of Miami, B.S. – 2016

***Email: [Herter@kolawyers.com](mailto:Herter@kolawyers.com)***

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Caroline Herter is a litigation attorney at the firm's Fort Lauderdale office. Caroline focuses her practice on consumer class actions, mass torts, and white-collar commercial litigation in state and federal courts nationwide. She has gained valuable experience representing individuals and businesses to hold wrongdoers accountable through claims involving personal injury, wrongful death, consumer fraud, products liability, breach of fiduciary duty, civil theft/conversion, corporate veil-piercing, fraudulent transfer, tortious interference, False Claims Act violations, and the like.

Before joining KO, Caroline worked at a boutique law firm in Miami where she represented plaintiffs in matters involving creditor's rights, insolvency, and asset recovery. She now applies this experience throughout her practice at KO, often combining equitable remedies with legal claims to ensure the best chance of recovery for her clients.

Notable cases that Caroline has been involved in include *In Re: Champlain Towers South Collapse Litigation*, where she was a member of the team serving as lead counsel for the families of the 98 individuals who lost their lives in the tragic condominium collapse. The case resulted in over \$1 billion recovered for class members, the second-largest settlement in Florida history. She also co-authored a successful petition for certiorari to the United States Supreme Court in *Olhausen v. Arriva Medical, LLC et al.*, a False Claims Act case involving the standard for determining a defendant's scienter, which led the high Court to reverse the Eleventh Circuit Court of Appeal's earlier ruling against her client.

Caroline earned her law degree from the University of Miami School of Law, summa cum laude, where she received awards for the highest grade in multiple courses. During law school Caroline was an editor of the University of Miami Law Review and a member of the Moot Court Board.

Outside of her law practice, Caroline serves on the Board of Directors of the non-profit organization Americans for Immigrant Justice.



# **EXHIBIT 2**



# **FIRM RESUME**

Milberg Coleman Bryson Phillips Grossman (“Milberg”) is an AV-rated international law firm with more than 100 attorneys and offices across the United States, the European Union, and South America. Combining decades of experience, Milberg was established through the merger of Milberg Phillips Grossman LLP, Sanders Phillips Grossman LLC, Greg Coleman Law PC, and Whitfield Bryson LLP.

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

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

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

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

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

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

# PRACTICE AREAS

## SECURITIES FRAUD

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

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

## ANTITRUST & COMPETITION LAW

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

## FINANCIAL LITIGATION

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

## CONSUMER PROTECTION

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

## DANGEROUS DRUGS & DEVICES

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

## **EMPLOYMENT & CIVIL RIGHTS**

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

## **ENVIRONMENTAL LITIGATION & TOXIC TORTS**

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

## **STATE & LOCAL GOVERNMENTS**

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

## **INFORMATION TECHNOLOGY**

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

## **APPELLATE**

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

# LEADERSHIP ROLES

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

# NOTABLE RECOVERIES

## \$4 Billion Settlement

In re: Prudential Insurance Co. Sales Practice Litigation

## \$3.2 Billion Settlement

In re: Tyco International Ltd., Securities Litigation

## \$1.14 Billion Settlement

In Re: Nortel Networks Corp. Securities Litigation

## \$1 Billion-plus Trial Verdict

Vivendi Universal, S.A. Securities Litigation

## \$1 Billion Settlement

NASDAQ Market-Makers Antitrust Litigation

## \$1 Billion Settlement

W.R. Grace & Co.

## \$1 Billion-plus Settlement

Merck & Co., Inc. Securities Litigation

## \$775 Million Settlement

Washington Public Power Supply System Securities Litigation

## \$586 Million Settlement

In re: Initial Public Offering Securities Litigation

# LOCATIONS

## PUERTO RICO

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

## CALIFORNIA

280 South Beverly Drive, Penthouse  
Beverly Hills, California 90212

402 West Broadway, Suite 1760  
San Diego, California 92101

## FLORIDA

201 Sevilla Avenue, Suite 200,  
Coral Gables, Florida 33134

3833 Central Avenue  
St. Petersburg, Florida 33713

## ILLINOIS

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

## LOUISIANA

5301 Canal Boulevard  
New Orleans, Louisiana 70124

## MICHIGAN

6905 Telegraph Road, Suite 115  
Bloomfield Hills, Michigan 48301

## NEW JERSEY

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

## NEW YORK

100 Garden City Plaza, Suite 500  
Garden City, New York 11530

405 E 50th Street  
New York, New York 10022

## NORTH CAROLINA

900 West Morgan Street  
Raleigh, North Carolina 27603

5 West Hargett Street, Suite 812  
Raleigh, North Carolina 27601

## SOUTH CAROLINA

825 Lowcountry Blvd, Suite 101  
Mount Pleasant, South Carolina 29464

## TENNESSEE

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

## WASHINGTON

1420 Fifth Ave, Suite 2200  
Seattle, Washington 98101

17410 133rd Avenue, Suite 301  
Woodinville, Washington 98072

## WASHINGTON, D.C.

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

## NETHERLANDS

## UNITED KINGDOM





# **EXHIBIT 3**



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

### Attorney Profile

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

#### Education:

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

#### Admitted to practice:

- Oklahoma, 2010
- U.S. District Court for the Western District of Oklahoma, 2010
- U.S. District Court for the Northern District of Texas, 2010
- U.S. District Court for Nebraska, 2022
- U.S. District Court for Eastern District Michigan, 2023
- Tenth Circuit Court of Appeals, 2014
- First Circuit Court of Appeals, 2016
- Ninth Circuit Court of Appeals, 2016
- Second Circuit Court of Appeals, 2021

#### Publication:

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

#### Published Decisions:

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

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

### Notable Class Actions:

- *Sanders, et al., v. Ibox Global Solutions, Inc., et al.*, Case No. 1:22-cv-00591-TNM (D.C.C.), data breach class action involving the exposure of current and former employees' personal information. Following extensive negotiations and exchanges of information, the case settled for impressive benefits to class members. The settlement secured the creation of a \$2.4 million common fund and provided reimbursement of time up to \$125 per class member, reimbursement of expenses up to \$5,000 per class member, additional cash payments of \$100 for class members who experienced data misuse or fraud, five (5) years of 3-bureau credit monitoring and identity theft protection, and residual cash payments up to \$95 per claimant.
- *In re: Solara Medical Supplies Data Breach Litig.*, Case No. 3:19-cv-00284-H-KSC (S.D. Cal.), data breach case involving the compromise of customers' protected health information. The case involved complex statutory claims and technical issues. As class counsel, Ms. Murphy was instrumental in litigating the case, which included nine subpoenas *duces tecum*, 13 depositions, the review of nearly a half million documents, and the preparation of numerous expert reports. The settlement secured sizeable cash payments to class members from a \$5.06 million settlement fund and meaningful injunctive relief worth in excess of \$4.7 million.
- *Mulderrig v. Amyris, Inc., et al.*, Case No. 4:19-cv-01765-YGR (N.D. Cal.), securities class action against a biopharmaceutical company and certain of its officers for alleged misrepresentations concerning the company's recognized and projected revenues. After extensive briefing and a hearing for which Ms. Murphy presented argument on behalf of plaintiffs, the class action complaint survived defendants' motion to dismiss in its entirety, despite the heightened fraud and PSRLA pleading standards. Ms. Murphy spearheaded the aggressive prosecution of the case, including the issuance of several discovery requests and subpoenas *duces tecum* as well as the review of hundreds of thousands of documents. Ms. Murphy also successfully briefed and presented oral argument in support of plaintiffs' motion for class certification. Shortly following the court's order certifying a nationwide class, the parties settled the action for a common fund of \$13.5 million.
- *McFarlane v. Altice USA, Inc.*, Case No. 20-CV-1297-JMF (S.D.N.Y.), data breach class action involving the exposure of current and former employees' personal information. The consolidated action survived multiple hurdles, including motions to dismiss, motions to compel arbitration, and challenges to standing. The case was ultimately settled and provided a fair recovery to class members, including compensation for lost time, reimbursement of expenses, 5 years of identity theft protection, and injunctive relief.
- *In re: Samsung Top-Load Washing Machine Marketing, Sales Practices and Products Liability Litig.*, MDL Case No. 17-ml-2792-D (W.D. Okla.), consumer sales practices and products liability class action against Samsung, Electronics Co., Ltd., and numerous home appliance stores for the manufacture and sale of alleged defective washing machines. The multi-district complex litigation resulted from the consolidation of 26 individual actions and brought claims on behalf of approximately 2.8 million individuals who purchased washing machines that were recalled by the U.S. Consumer Product Safety Commission. After years of litigation, a favorable settlement was secured, which brought millions of dollars' worth of benefits to consumers.

- *Angeley v. UTi Worldwide Inc., et al.*, Case No. 2:14-cv-02066-CBM-E (C.D. Cal.), securities class action against international shipping company UTi Worldwide, Inc. and its corporate officers for alleged misrepresentations about the progress of the company's implementation of its new consolidated operating system while failing to disclose the system's critical problems. The case involved extensive motion practice, a successful appeal to the Ninth Circuit Court of Appeals, more than 2 million pages of document production, multiple depositions, and ultimately a settlement that recovered 40.6% of investors' losses.
- *Lortiz v. Exide Technologies, et al.*, Case No. 2:13-cv-02607-SVW-E (C.D. Cal.), securities class action against corporate officers for alleged misrepresentations that concealed the company's environmental abuses and worsening financial condition. The case was highly technical, involving several scientific and financial experts, more than 3 million pages of document production, 26 depositions, and numerous dispositive motions. The case settled just weeks before trial for a recovery that secured 35.6% of investors' losses, despite the company being in bankruptcy.
- *Nakkhumpun v. Taylor, et al.*, Case No. 1:12-cv-01038-CMA-CBS (D. Colo.), securities class action against former officers and directors of Delta Petroleum Corporation for allegedly misrepresenting the company's financial condition and the value of its assets. The case involved significant motion practice and a successful appeal to the Tenth Circuit Court of Appeals. The case ultimately settled for a distribution to investors of 73% of their losses.
- *In re Ener1 Securities Litig.*, Case No. 11-cv-05794-PAC (S.D.N.Y.), securities class action against corporate officers of Ener1, Inc., one of the then-leading electrical vehicle manufacturers, for alleged misrepresentations relating to the company's accounting for unsold inventory and revenue recognition. Following substantial briefing, the case was settled for a recovery that provided investors with more than 40% of their losses, despite the company having filed for bankruptcy protection.
- *Wandel v. Weatherford International, Inc., et al.*, Case No. 12-cv-01305-LAK (S.D.N.Y.), shareholder derivative action against officers and directors of Weatherford International, Inc. for alleged breaches of fiduciary duty related to the improper accounting of more than \$900 million of net income over the course of several years. Despite challenging legal barriers, including complex corporate accounting issues and matters of international law (as the company was then-incorporated in Switzerland), shareholders were able to settle the case on behalf of the company and achieved significant corporate governance improvements.

# **EXHIBIT 4**



## CHESTNUT CAMBRONNE FIRM RESUME

For over 50 years, Chestnut Cambronne PA has been representing clients in class action litigation both in the Twin Cities area and at a national level. Since its inception, Chestnut Cambronne has been engaged in complex litigation throughout the country and has successfully both prosecuted and defended class litigation addressing substantive legal questions in the fields of data security breaches, securities, ERISA, banking, antitrust, and consumer protection law. Representative class action cases in which the firm and its members have been involved with over the past several years include:

*Jones v. ESO Solutions, Inc. Data Breach Litig.*, No. 1:23-cv-015557 (W.D. Tex.). A pending class action against ESO Solutions, Inc., a Texas-based data and software company on behalf of current and former client, alleging negligence and other claims in a data security breach. Bryan L. Bleichner was appointed as Interim Co-Lead Counsel.

*In re Tift Regional Health Sys., Inc. Data Breach Litig.*, No. 2023cv0311 (Tift County, Georgia Sup. Court). A pending class action against Tift Regional Hospital, a Georgia-based hospital network on behalf of current and former patients, alleging negligence and other claims in a data security breach. Bryan L. Bleichner was appointed as Interim Co-Lead Counsel.

*Kobor, et al., v. Skidmore College*, No. 1:23-cv-1392 (N.D. NY). A pending class action against Skidmore College on behalf of current and former employees and students, alleging negligence and other claims in a data security breach. Philip J. Krzeski was appointed as Interim Co-Lead Counsel.

*Edwards v. Memorial Heart Institute, LLC d/b/a The Chattanooga Heart Institute*, Case No. 1:2023-cv-00172 (E.D. Tenn.). A pending class action against Memorial Heart Institute, a Tennessee-based hospital network on behalf of current and former patients, alleging negligence and other claims in a data security breach. Bryan L. Bleichner was appointed as Interim Co-Lead Counsel.

*Owens-Brooks v. Dish Network Corp.*, Case No. 1:2023-cv-01168 (D. Colo.). A pending class action against Dish Network Corp., a cable service provider, on behalf of current and former employees, alleging negligence and other claims in a data security breach. Bryan L. Bleichner was appointed as Interim Co- Lead Counsel.

*In re R&B Corp. of Virginia d/b/a Credit Control Corp.*, Case No. 4:2023-cv-00066 (E.D. Va.). A pending class action against R&B Corporation of Virginia, a Virginia-based debt collector, on behalf of consumers, alleging negligence and other claims in a data security breach. Bryan L. Bleichner was appointed as Interim Co- Lead Counsel.

*In re Orthoalaska Data Breach Litigation*, Case No. 3:23-cv-00242-SLG (D. Ala.). A pending class action against Orthoalaska, LLC, an Alaska-based orthopedics based medical practice on behalf of current and former patients, alleging negligence and other claims in a data security breach. Bryan L. Bleichner was appointed as Interim Co-Lead Counsel.

*In re Wasserstrom Holdings, Inc., Data Breach Litigation*, Case No. 3:23-cv-2424-MHW-EPD (S.D. Ohio). A pending class action against Wasserstrom Holdings, Inc., an Ohio-based restaurant supplier, alleging negligence and other claims in a data security breach. Philip J. Krzeski was appointed as Interim Co-Lead Counsel.

*In re: Group Health Plan Litigation*, Case No. 23-cv-00267-JWB-DJF (D. Minn.). A pending class action against Group Health Plain, a Minnesota-based healthcare network, alleging wiretapping claims stemming from a Facebook pixel. Bryan L. Bleichner was appointed as Interim Co-Lead Counsel.

*Rasmussen, et al., v. Uintah Health Care Basin*, 2:23-cv-0322-HCN-DBP (Dt. Ut.). A pending class action against healthcare network Uintah Health Care Basin, a Utah-based healthcare network, alleging negligence and other claims in a data security breach. Bryan L. Bleichner was appointed as Interim Co-Lead Counsel.

*Anderson v. Fortra LLC*, No. 23-cv-00533-SRN (D. Minn.). A pending class action on behalf of a putative class of consumers against Fortra LLC, a cybersecurity vendor, alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*Rodriguez v. Mena Regional Hospital Commission d/b/a Mena Regional Health System*, No. 2:23-cv-2002-PKH (W.D. Ark.). A pending class action on behalf of a medical



patients against Mena Regional hospital Commission, an Arkansas Healthcare Network alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*Hale v. ARcare*, No. 3:22-cv-00117-BSM (E.D. Ark.). A pending class action on behalf of a putative class of consumers against ARcare, an Arkansas healthcare network, alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*Hightower v. Receivables Performance Management, LLC*, No. 2:22-cv-01683-RSM (W.D. Wash.). A pending class action on behalf of a putative class of consumers against Receivables Performance Management, LLC, a Washington-based debt collection company, alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*Johnson v. Yuma Regional Medical Center*, No. 2:22-cv-01061-SMB (D. Ariz.). A pending class action on behalf of a putative class of consumers against Yuma Regional Medical Center, an Arizona healthcare network, and related entities alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*In Re: Pawn America Consumer Data Breach Litigation*, No. 21-cv-2544-PJS-HB (D. Minn.). A pending class action on behalf of a putative class of consumers against Pawn America and related entities alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*In Re: Netgain Technology, LLC, Consumer Data Breach Litigation*, No. 21-cv-1210-SRN-LIB (D. Minn.). A pending class action on behalf of a putative class of consumers against Netgain Technology alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*Phillips v. Bay Bridge Administrators, LLC*, No. 1:23-cv-022 (W.D. Tex.). A pending class actin on behalf of a putative class of consumers against an insurance administrator alleging negligence and other claims in a data security breach. Philip J. Krzeski was court appointed as Executive Committee Counsel.

*Lutz v. Electromed, Inc.*, No. 21-cv-2198-SRN-DTS (D. Minn.). A pending class action on behalf of a putative class of consumers against Electromed alleging

negligence and other claims in a data security breach. Chestnut Cambronne is prosecuting the case with two additional plaintiffs' law firms.

*Baker v. Parkmobile, LLC*, No. 21-cv-2181-SCJ (N.D. Ga.). A pending class action on behalf of a putative class of consumers against Parkmobile, LLC alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed to the Interim Plaintiffs' Steering Committee.

*DeSue v. 20/20 Eye Care Network, Inc.*, No. 21-cv-61275-RAR (S.D. Fla.). A pending class action on behalf of a putative class of consumers against 20/20 Eye Care Network alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*Garrett v. Herff Jones, LLC*, No. 21-cv-01329-TWP-DLP (S.D. Ind.). A pending class action on behalf of a putative class of consumers against Herff Jones alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*In re EyeMed Vision Care, LLC Data Security Breach Litigation*, No. 21-cv-00036-DRC (S.D. Ohio). A pending class action on behalf of a putative class of consumers against EyeMed alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*In re Luxottica of America, Inc. Data Security Breach Litigation*, No. 20-cv-00908-MRB (S.D. Ohio). A pending class action on behalf of a putative class of consumers against Luxottica alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed as Interim Co-Lead Counsel.

*Greenstate Credit Union v. Hy-Vee, Inc.*, No. 20-cv-00621-DSD-DTS (D. Minn.). A pending class action on behalf of a putative class of financial institutions against Hy-Vee alleging negligence and violations of the Minnesota Plastic Card Security Act in a data security breach. Bryan L. Bleichner currently serves as co-counsel.

*Village Bank v. Caribou Coffee Company, Inc.*, No. 19-cv-01640-JNE-HB (D. Minn.). A recently settled class action on behalf of a putative class of financial institutions against Hy-Vee alleging negligence and violations of the Minnesota Plastic Card Security Act in a data security breach. Bryan L. Bleichner serves as court appointed settlement class counsel.

*Walker v. Nautilus, Inc.*, No. 20-cv-3414-EAS-EPD (S.D. Ohio). A pending consumer protection class action against Nautilus, Inc. alleging Defendant materially misrepresented the horsepower produced by the electric motors in its treadmills. Chestnut Cambronne currently serves as Plaintiffs' counsel.

*In re DPP Beef Litig.*, No. 20-cv-1319-JRT/HB (D. Minn.). A pending class action on behalf of a putative class of direct purchasers against beef product producers alleging claims of price fixing. Chestnut Cambronne serves as Plaintiffs' Counsel.

*Alicia Schaeffer v. Life Time Fitness, Inc. et al.*, No. 27-cv-20-10513 (Minn. 2020). A pending class action on behalf of a putative class of group fitness instructors against Life Time Fitness, Inc. alleging Defendants refused to compensate Plaintiff and class members for work performed for their employer's benefit. Chestnut Cambronne currently serves as Plaintiffs' counsel.

*In re WaWa, Inc. Data Security Litig.*, No. 19-cv-6019-GEKP (E.D. Pa.). A pending class action on behalf of a putative class of financial institutions against WaWa, Inc. alleging negligence and other claims in a data security breach. Bryan L. Bleichner serves on the Financial Institution Track Defendant Discovery and ESI Committee

*Teeda Barclay v. Icon Health & Fitness, Inc., et al.*, No. 19-cv-02970-ECT-DTS (D. Minn.). A pending consumer protection class action against Icon Health & Fitness and NordicTrack alleging Defendants materially misrepresented the horsepower produced by the electric motors in its treadmills. Bryan L. Bleichner currently serves as Plaintiffs' counsel.

*In re Resideo Technologies, Inc. Securities Litig.*, No. 19-cv-02863-WMW-KMM (D. Minn.). A pending shareholder class action against Resideo and its directors and officers for failing to disclose material information about its spin-off from Honeywell. Chestnut Cambronne serves as liaison counsel on this matter.

*Delamarter v. Supercuts, Inc.*, No. 19-3158-DSD-TNL (D. Minn.). A pending class action on behalf of a putative class of consumers against Supercuts alleging violations of the Fair and Accurate Credit Transactions Act. Bryan L. Bleichner serves as Plaintiff's Counsel.

*Kenneth Peterson v. JBS USA Food Company Holdings, et al.*, No. 19-cv-1129-JRT-HB (D. Minn.). A pending class action on behalf of a putative class of indirect

purchasers against beef product producers alleging claims of price fixing. Chestnut Cambronne served as Plaintiffs' Counsel.

*In re: FedLoan Student Loan Servicing Litigation*, No. 2:18-md-02833-CDJ (E.D. Pa.). A pending class action on behalf of a putative class of student loan borrowers against FedLoan Servicing / Pennsylvania Higher Education Assistance Agency alleging consumer fraud violations and other claims. Bryan L. Bleichner was court appointed to the Executive Committee.

*ASEA/AFSCME Local 52 Health Benefits Trust v. St. Jude Medical, LLC, et al.*, No. 18-cv-02124-DSD-HB (D. Minn.). A class action on behalf of a putative class of third party health benefits payors against St. Jude Medical and Abbott Laboratories alleging product liability and other claims. Chestnut Cambronne served as Plaintiffs' Counsel.

*In Re Pork Antitrust Litigation*, No. 18-cv-1776-JRT-HB (D. Minn.,). A pending class action on behalf of a putative class of direct purchasers against pork product producers alleging claims of price fixing. Chestnut Cambronne currently serves as Plaintiffs' Counsel.

*James Bruner, et al. v. Polaris Industries Inc. et al.*, No. 18-cv-00939-WMW-DTS (D. Minn.). A pending class action on behalf of a putative class of consumers against Polaris Industries alleging product liability claims. Chestnut Cambronne was court appointed as Plaintiffs' Liaison Counsel.

*In re: Equifax, Inc., Customer Data Security Breach Litigation*, No. 17-md-2800-TWT (N.D. Ga.). A settled class action on behalf of a putative class of financial institutions against Equifax alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed to the Financial Institution Plaintiffs' Steering Committee.

*Marie Travis v. Navient Corp. et al.*, No. 17-cv-04885-JFB-GRB (E.D.N.Y.). A pending class action on behalf of a putative class of student loan borrowers against Navient Corp. alleging consumer fraud act violations and other claims. Bryan L. Bleichner serves as Plaintiffs' Counsel.

*Midwest Am. Fed. Credit Union v. Arby's Rest. Grp. Inc.*, No. 17-cv-00514-AT (N.D. Ga.). A pending class action on behalf of a putative class of financial institutions against Arby's alleging negligence and other claims in a data security breach. Bryan L. Bleichner was appointed to the Interim Plaintiffs' Executive Committee.

*Veridian Credit Union v. Eddie Bauer LLC*, No. 2:17-cv-00356 (W.D. Wash.). A settled class action on behalf of a putative class of financial institutions against Eddie Bauer alleging negligence and other claims in a data security breach. Bryan L. Bleichner served as Plaintiff's counsel.

*Bellwether Community Credit Union v. Chipotle Mexican Grill, Inc.*, No. 17-cv-1102 (D. Colo.). A settled class action on behalf of a putative class of financial institutions against Chipotle alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed to Chair of the Executive Committee.

*First Choice Fed. Credit Union et al. v. The Wendy's Company et al.*, No. 2:16-cv-00506 (W.D. Pa.). An ongoing class action on behalf of a putative class of financial institutions against Wendy's alleging negligence and other claims in a data security breach. Bryan L. Bleichner was court appointed to the Executive Committee.

*Gordon v. Amadeus IT Group, S.A.*, No. 1:15-cv-05457 (S.D.N.Y. July 14, 2015). A resolved putative class action alleging collusion and anticompetitive behavior among the companies that provide the systems used by travel agents to link to airline flight and fare information known as global distribution systems (GDS). Chestnut Cambronne served as Plaintiffs' Counsel in this litigation.

*In re: Anthem, Inc. Data Breach Litigation*, No. 5:15-md-02617 (LHK) (N.D. Cal. March 13, 2015). A settled class action against Anthem alleging negligence and other claims in a data security breach affecting in excess of 80 million consumers. Chestnut Cambronne served as Plaintiffs' Counsel in the litigation.

*Gassoway v. Benchmark Energy Transport Services, Inc.*, (S.D. Tex. February 23, 2015). A certified and settled class action case alleging Benchmark Energy Transport Services deducted and withheld an undisclosed surcharge from trucking owner-operators in violation of Federal Regulations. Chestnut Cambronne served as co-lead counsel for the certified class.

*In re: The Home Depot, Inc., Customer Data Security Breach Litigation*, No. 1:14-md-02583 (TWT) (N.D. Ga.). This is an ongoing putative class action against The Home Depot alleging negligence and other claims in a data security breach affecting 56 million consumers and tens of thousands of financial institutions. Bryan L. Bleichner was court appointed to the Financial Institution Plaintiffs' Steering Committee.

*In re: Target Corporation Customer Data Security Breach Litigation*, No. 0:14-md-02522 (PAM/JJK) (D. Minn. December 26, 2013). This is a settled class action against Target Corporation alleging negligence and violations of the Minnesota Plastic Card Security Act in a data security breach affecting 70 million consumers and tens of thousands of financial institutions. Chestnut Cambronne served as Co-Lead Counsel for the Financial Institution Class and Coordinating Lead Counsel for Plaintiffs.

*Christian v. National Hockey League*, No. 0:14-md-02551 (SRN/JSM) (D. Minn. April 15, 2014) This is a settled putative class action against the National Hockey League (NHL) alleging that the NHL ignored the known risks of concussive injuries and failed to safeguard its players. Chestnut Cambronne was court appointed to the Plaintiffs' Executive Committee.

*Puerta v. Tile Shop Holdings, Inc.*, No. 0:14-cv-00786 (ADM/TNL) (D. Minn. March 21, 2014). A settled shareholder class action against Tile Shop Holdings and its directors and officers for failing to disclose material information about a supplier relationship. Chestnut Cambronne served as liaison counsel on this matter.

*In re: Domestic Drywall Antitrust Litig.*, No. 2:13-md-2437; 939 F. Supp. 2d 1371 (E.D. Pa. 2013). This is an ongoing antitrust putative class action against domestic manufacturers of drywall alleging price-fixing. Chestnut Cambronne is acting as plaintiffs' counsel in this matter.

*Lucas v. SCANA Energy Marketing, Inc.*, No. 1:12-cv-02356 (SCJ) (N.D. Ga. Feb. 8, 2013). A settled consumer protection class action in which Chestnut Cambronne served as co-lead counsel.

*In re: Imprelis Herbicide Mktg., Sales Practices and Products Liability Litig.*, No. 2:11-md-02284 (GP) (E.D. Pa. Oct. 20, 2011). This is a settled products liability class action against the manufacturer of Imprelis Herbicide, DuPont. The class has recovered over \$378 million to date.

*Minneapolis Firefighters' Relief Ass'n v. Medtronic, Inc*, No. 08-6324 (PAM/AJB) (D. Minn. 2009); 618 F. Supp. 1016 (D. Minn. 2009); 278 F.R.D. 454 (D. Minn. 2011). This is a settled securities fraud class action in which Chestnut Cambronne was lead and liaison counsel. The class recovered \$80 million.

*In re: American Express Anti-Steering Rules Antitrust Litig. (No. II)*, MDL No. 2221, 764 F. Supp. 2d 1343 (E.D.N.Y. 2010). This is a settled class action alleging that Defendant American Express' policies prohibiting merchants from offering customers incentives to use a particular card or type of payment violated antitrust laws. The case is currently under appellate review before the United States Court of Appeals for the Second Circuit.

*Mooney v. Allianz Life Ins. Co. of North America*, No. 06-545 (ADM/FLN); 2010 WL 419962 (D. Minn. Jan. 29, 2010). This was a certified class action in which Chestnut Cambronne was co-lead counsel seeking damages of \$2 billion. After a three-week trial, the jury concluded Allianz made false and misleading statements intentionally in violation of the statute, but did not award damages.

*In re United Healthcare, Inc. Shareholder Derivative Litig.*, 631 F.3d 913 (8<sup>th</sup> Cir. 2011), *affirming* 631 F. Supp. 2d 1151 (D. Minn. 2009). This is a settled shareholder derivative case involving the backdating of stock options. Chestnut Cambronne served as lead counsel and recovered on behalf of the company a settlement valued at \$922 million. Today, it remains the largest recovery in a shareholder derivative case in United States history.

*San Francisco Health Plan v. McKesson Corp.*, No. 1:08-cv-10843 (D. Mass. May 20, 2008). A settled RICO and Clayton Act class action challenging the pricing of pharmaceutical drugs. The class recovered \$82 million. Chestnut Cambronne represented Plaintiff Anoka County.

*In re MoneyGram Int'l, Inc. Securities Litig.*, No. 08-cv-883 (DSD/JJG) (D. Minn. July 22, 2008); 626 F. Supp. 2d 947 (D. Minn. 2009). This is a settled securities fraud class action in which Chestnut Cambronne was co-lead counsel and recovered \$80 million for the class.

*Avritt v. Reliastar Life Ins. Co.*, No. 0:07-cv-01817 (JNE/JJG) (D. Minn. April 9, 2007). This is a settled class action that alleged Defendant defrauded consumers in the sale of its Fixed Annuities. Chestnut Cambronne served as local counsel and recovered \$31 million for the class.

*In re: Air Cargo Shipping Services Antitrust Litig.*, No. 1:06-md-01775 (JG/VVP) (E.D.N.Y. June 27, 2006). This is a partially settled class action alleging a price-fixing conspiracy by dozens of international air cargo carriers. To date over \$500 million has been recovered for the class.

*In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litig.*, MDL No. 1720, 398 F. Supp. 2d 1356 (E.D.N.Y. 2005). A settled class action alleging that the rules Defendants Visa and MasterCard impose upon merchants violate antitrust laws. The case is currently on appeal before the United States Court of Appeals for the Second Circuit. The current settlement value is in excess of \$7.25 billion.

*In re Xcel Energy, Inc. Sec, Derivative & "ERISA" Litig*, 364 F. Supp. 980, 995-996 (D. Minn. 2005); *In re Xcel Energy Securities, Derivative & "ERISA" Litigation*, 286 F. Supp. 2d 1047 (D. Minn. 2003). This was a securities fraud class action in which Chestnut Cambronne was co-lead counsel. The class recovered \$80 million.

*Cooper v. Miller, Johnson, Steichen & Kinnard*, No. 0:02-cv-01236 (RHK/AJB) (D. Minn. June 5, 2002) This is a settled securities fraud class action in which Chestnut Cambronne served as lead counsel. The class recovered \$5.6 million.

*In Re E.W. Blanch Holdings, Inc. Securities Litig.*, No. 0:01-cv-00258 (JNE/JGL) (D. Minn. Feb. 12, 2001) This is a settled securities fraud class action in which Chestnut Cambronne served as lead counsel. The class recovered \$20 million.

*In re Blue Cross Subscriber Litig.*, No. 19-C3-98-7780 (Minn. Dist. Ct. 1<sup>st</sup> Dist.) This was a consumer protection class action on behalf of Blue Cross subscribers. Over \$41 million was recovered for Blue Cross policy holders. Chestnut Cambronne served as lead counsel.

*Alford v. Mego Mortgage Home Loan Owner Trust 1997-1; Mazur v. Empire Funding Home Loan Owner Trust 1997-1; and Banks, et al. v. FirstPlus Home Loan Trust 1996-2* (Minn. Dist. Ct. 4<sup>th</sup> Dist.). These are settled consumer-lending cases in which Chestnut Cambronne acted as co-lead counsel.

Chestnut Cambronne also has experience successfully defending class litigation.

*See, e.g., In re K-Tel*, 300 F.3d 881 (8th Cir. 2002); *Wylde v. Champps of New Brighton*, No. 10-cv-4953 (ADM/JJK) (D. Minn. 2011); *Johnson v. BP America, Inc.* No. 12-cv-00417 (RHK/JSM) (D. Minn. 2012).



Not only do the results obtained in the above cases attest to the skill and competence of Chestnut Cambronne lawyers in shareholder litigation, various courts have publicly commended Chestnut Cambronne for its efforts:

Plaintiffs' co-lead counsel have significant experience in representing shareholders and shareholder classes in federal securities actions around the country and in this district in particular. Counsel-both the lawyers representing lead plaintiffs and defendants-conducted themselves in an exemplary manner. ... Thus, the effort of counsel in efficiently bringing this case to fair, reasonable and adequate resolution is the best indicator of the experience and ability of the attorneys involved, and this factor supports the court's award of 25%.

*In re Xcel Energy, Inc. Sec, Derivative & "ERISA" Litig*, 364 F. Supp. 980, 995 (D. Minn. 2005).

# **EXHIBIT C**

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT IN AND FOR  
OKALOOSA COUNTY, FLORIDA**

**IN RE: BRIDGEWAY CENTER  
CYBER INCIDENT LITIGATION**

**LEAD CASE NO.: 2024-CA-1395**

**PRELIMINARILY APPROVAL ORDER**

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

NOW, THEREFORE, based on the Settlement 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 Settlement 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 in the Settlement Agreement, attached to Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement as Exhibit A.
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 the Settlement, including the Notice Program and Claim process, finding the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing Notice to the Settlement Class; however, such finding is not to be deemed as an admission of fault or liability by Defendant, a finding of the validity of any claims asserted in the

Action, or of any wrongdoing by Defendant. Defendant shall maintain all rights to assert that, but for settlement purposes, the Action should not be certified as a class.

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

All living individuals residing in the United States who whose PI was implicated in the Cyber Incident, including those who were sent a notice by Bridgeway Center that their PI may have been impacted in the Cyber Incident.

5. Excluded from the Class are (a) all persons who are governing board members of Defendant; (b) governmental entities; and (c) the Court, the Court's immediate family, and staff.

6. The Court preliminarily finds the terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered several factors, including: the likelihood of success at trial; the range of possible recovery; the point over or below the range of possible recovery at which a settlement is fair, adequate, and reasonable; the complexity, expense, and duration of the litigation; the substance and amount of opposition to the settlement; and the stage of the proceedings at which the settlement was achieved.

7. The Court finds that, for purposes of settlement only: (a) the number of members of the Settlement Class is so numerous that joinder is impracticable; (b) there are questions of law and fact common to the members of the Settlement Class; (c) the claims of the Plaintiffs are typical of the claims of the members of the Settlement Class; (d) the Plaintiffs are adequate representatives for the Settlement Class and have retained experienced and adequate Class Counsel; (e) 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 (f) 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 enforcing their rights in the Action, and appoints them as Class Representatives, and the following attorneys are preliminarily appointed as Class Counsel for the Settlement Class:

Jeff Ostrow  
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**CHESTNUT CAMBRONE PA**  
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9. The Parties have selected Epiq Systems Class Action and Claims Solutions, Inc. to serve as the Settlement Administrator. The Court hereby approves of and appoints Epiq as the Settlement Administrator and directs Epiq to commence the Notice Program and to otherwise comply with all obligations of the Settlement Administrator as outlined in the Agreement.

10. The Parties, with the assistance of the Settlement Administrator, have prepared the Notices and Claim Form, which are attached to the Agreement as exhibits. The Court preliminarily finds that the Notice to be provided to Settlement Class members is the best 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 opt-out of the Settlement; and is reasonable and constitutes due, adequate, and sufficient notice to all Settlement Class members entitled to receive notice.

11. The Court has carefully reviewed and hereby approves the Notices and provides that the Parties may make immaterial alterations to them if necessary. The Court directs that Notice be sent to the Settlement Class in the manner outlined in the Agreement. The Claim Form appears to be easy to read and understand; therefore, the Claim Form and Claim process is hereby approved.

12. 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 end of the Opt-Out Period (30 days before the original date of the Final Approval Hearing). 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 of the Settlement Class Member Benefits, and shall not be bound by the Settlement or by any Final Approval Order and judgment approving the Settlement.

13. All Settlement Class Members who do not submit a timely, written request to opt-out in the manner set forth in the Notice and Agreement shall be bound by any Final Approval Order and 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.

14. Settlement Class Members who wish to object to the Settlement and/or to Class

Counsel's Application for Attorneys' Fees, Costs, and Service Awards to the Class Representatives shall file any objections pursuant to the requirements of this paragraph. To be considered, the objection must include: (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 5 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 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; (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 5 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 5 years; (f) any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity; (g) the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing; (h) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (i) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (j) 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.

15. Objections to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards must be filed with the Court and sent by U.S. mail to Class Counsel, Defendant's counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier, an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

16. In advance of the Final Approval Hearing, the Settlement Administrator shall prepare a declaration confirming the Notice Program was completed in accordance with the terms of the Agreement and this Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each individual in the Settlement Class 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.

17. The Court will hold a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the Settlement on \_\_\_\_\_, 2025, at \_\_\_\_\_ a.m./p.m. The Court will advise the Parties in advance of the Final Approval Hearing whether the hearing will be held in person or by video conference or other remote means. 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 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 any Service Awards to the Class Representatives. The Final Approval Hearing may be postponed, adjourned, or rescheduled by order of the Court without further notice to Settlement Class members other than on the Settlement Website and the Court's docket.

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

Deadline to commence Notice Program	<b>Within 20 days of Preliminary Approval Order</b>
Deadline to complete Notice Program	<b>At least 45 days before the original date of Final Approval Hearing</b>
Deadline for filing Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees and Costs	<b>45 days before the original date of Final Approval Hearing</b>
Opt-out Period Ends	<b>30 days before the original date of Final Approval Hearing</b>
Objection Period Ends	<b>30 days before the original date of Final Approval Hearing</b>
Claim Form Deadline	<b>15 days after the Final Approval Hearing</b>
Final Approval Hearing	<b>_____, 2025, at _____ a.m./p.m. (or such later date available on the Court's calendar).</b>

19. The Court stays all proceedings in this Action until further order of the Court, except 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** in chambers in OKALOOSA COUNTY CIRCUIT COURT, Florida this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
CIRCUIT COURT JUDGE

Copies furnished to:  
All Counsel of Record