

**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:

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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 **Friday, January 24, 2025, at 9:00 a.m.** Central Time via Zoom videoconferencing using **meeting ID: 656 209 5036** (additional Zoom instructions are attached). 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>January 24, 2025, at 9:00 a.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 Fort Walton Beach, Okaloosa County, Florida.

signed by CIRCUIT COURT JUDGE LACEY POWELL CLARK 09/11/2024 04:29:17 WGrqNoDf

**LACEY POWELL CLARK  
CIRCUIT COURT JUDGE**

Copies furnished to:  
Jeffrey Ostrow, Esq.  
Mariya Weekes, Esq.  
Christopher Lee, Esq.

**Instructions for appearing at the hearing using Zoom videoconference:**

You may join this meeting from a Computer, Smartphone, or Tablet. Your device must have reliable, stable access to the internet, and a working camera and microphone. The Court must be able to clearly see and hear you at all times during your testimony.

Please log in to the hearing at least 5 minutes prior to the start of the hearing. It may be necessary for you to download or install the Zoom App. Please plan accordingly so that you have sufficient time to download or install the Zoom App before the hearing.

To attend the hearing, type the following link into your internet browser or enter the Zoom Meeting ID on the Zoom website or Zoom App:

<https://zoom.us/j/6562095036>  
**ZOOM Meeting ID: 656 209 5036**

If you do not use the internet link above, go to the Zoom App or website, click “Join a Meeting”, and enter the Zoom Meeting ID listed above.

You will be prompted upon joining the hearing to connect your audio. You may select “Join with computer audio” (if using a computer or tablet) or “Call using internet audio” (if using a smartphone) to use the built-in microphone and speakers on your device, or you may select “phone call” and then you will need to place a call on a separate telephone to 1-(312)-626-6799 and enter the ZOOM Meeting ID when prompted.

If you experience difficulty connecting your audio, call telephone number 1-(312)-626-6799 from a separate telephone line and enter the ZOOM Meeting ID when prompted. You must still appear by video, and the Court must be able to see and hear you during your testimony.

If your video does not automatically turn on upon joining the meeting, you may need to click or tap in the bottom left corner to “Start Video.”

**Rules for Testifying by Zoom:**

During your testimony, you must remain seated, alone, in a quiet location. Please



remember that this is a court proceeding. A courtroom is a formal place. Please dress and behave appropriately, as if you were present in the courtroom in person. Do not engage in other activities such as eating, smoking, driving, lying in bed, etc., during your testimony.

No one else is permitted to be present with you in the room during your testimony without permission of the court. If anyone walks into the room during your testimony, please identify that person immediately.

You will be placed under oath at the beginning of your testimony. Any false statements you make may subject you to prosecution for perjury or obstruction of justice.

You may not use any electronic devices for any purpose other than utilizing the Zoom platform to appear and testify at the hearing. All other electronic devices must be completely turned off during your testimony.

You may not use a virtual background during your testimony. The court must be able to clearly see your location. You may be asked to move your camera so that the court can see your surroundings during your testimony.

You may not communicate with anyone else during your testimony. This means you may not talk, text, use a chat function on any platform (including the Zoom chat function), or email with anyone while you are testifying.

While you are testifying, you may not look at any documents, either electronic or paper, unless the court has given you permission to do so. This includes reports and any notes you may have that relate to your testimony. You may not have other windows open on your device during your testimony.

You may hear the attorneys object to something you are saying during your testimony. If you hear an objection, please stop speaking so that the judge can rule on the objection before continuing with your answer.

If you fail to abide by these rules, you are advised that you may be subject to sanctions, including penalties for contempt of court, and the court may disregard your testimony.