

**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 Agreement¹ 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

¹ 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

Mariya Weekes
Milberg Coleman Bryson Phillips Grossman, PLLC
201 Sevilla Avenue, 2nd Floor
Coral Gables, FL 33134
954-647-1866
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

Philip J. Krzeski
Chestnut Cambronne PA
100 Washington Avenue South, Suite 1700
Minneapolis, MN 55401
612-767-3613
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

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 \(Aug 22, 2024 15:40 CDT\)](#)

KIMBERLY DAVIDSON
Plaintiff



JENNIFER NELSON
Plaintiff

CLASS COUNSEL



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

JEFF OSTROW
KOPELOWITZ OSTROW P.A.



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

MARIYA WEEKES
MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC



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

By: Bonnie Barlow

Its President/CEO

COUNSEL FOR DEFENDANT



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,*

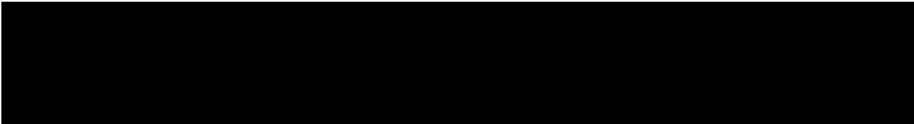
2024-CA-1395, Circuit Court of the First
Judicial Circuit in and for Okaloosa County, Florida

**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, or by calling toll free 1-XXX-XXX-XXX.

<<UNIQUE ID>>

CLAIM FORM

Claims must be postmarked or submitted online no later than Month Day, 20YY.

First Name:		MI:		Last Name:	
Mailing Address:					
City:				State:	ZIP Code:
Email Address:					

Cash Payment A: Ordinary and/or Extraordinary Losses. You must provide documentation showing you spent money or incurred losses fairly traceable to the Cyber Incident.

To file a claim for Cash Payment A please go to the settlement website at www.XXXXX.com, or request a Claim Form by calling toll free 1-XXX-XXX-XXX.

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.

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.

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

Signature:	<input type="text"/>	Date:	<input type="text"/>
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**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
SUBMIT A CLAIM FORM	The only way to get a Cash Payment is to submit a timely and valid Claim Form.	Submitted or Postmarked by: Month DD, 20YY
EXCLUDE YOURSELF	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: Month DD, 20YY
OBJECT TO THE SETTLEMENT	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: Month DD, 20YY
DO NOTHING	Get no Cash Payment. Give up your legal rights.	

Questions? Go to 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 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 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 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. 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 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 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 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 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.

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 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 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 or call 1-XXX-XXX-XXXX

telephone. You should check the Settlement Website 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.XXXXXXXXXXX.com. You may get additional information at 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.XXXXXXXXXXX.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.XXXXXXXXXXXXXX.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 [date of breach] and [deadline].</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 [date of breach] and fairly traceable to the [case] 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
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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	Within 20 days of Preliminary Approval Order
Deadline to complete Notice Program	At least 45 days before the original date of Final Approval Hearing
Deadline for filing Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees and Costs	45 days before the original date of Final Approval Hearing
Opt-out Period Ends	30 days before the original date of Final Approval Hearing
Objection Period Ends	30 days before the original date of Final Approval Hearing
Claim Form Deadline	15 days after the Final Approval Hearing
Final Approval Hearing	_____, 2025, at _____ a.m./p.m. (or such later date available on the Court's calendar).

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