

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA**

**MARY JANE WHALEN and CHRISTINE
V. RONA**, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

**GUNSTER, YOAKLEY &
STEWART, PA**

Defendant.

Case No. 25-CA-000550

**PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS
SETTLEMENT**

Plaintiffs¹ Mary Jane Whalen and Christine V. Rona, individually, and on behalf of the Settlement Class, respectfully move this Court for an order granting Final Approval of the Settlement reached by the Parties. This Unopposed² Motion for Final Approval of Class Action Settlement is made pursuant to Florida Rule of Civil Procedure 1.220(e) and is based on the accompanying memorandum of law contained in this Motion, the Declaration of Class Counsel (“JAY Declaration”), Doc. No. 13, filed previously before this Court as Ex. 2 to Plaintiffs’ Unopposed Motion for Preliminary Approval (attached as *Exhibit B* herein), and the Declaration of Omar Silva (Admin Dec.), attached as *Exhibit C*.

¹ Unless otherwise indicated, capitalized terms used herein have the same meaning as in the Settlement Agreement, attached as *Exhibit A*.

² Gunster agrees with the relief afforded by this Motion, but for the avoidance of doubt, Gunster does not concede the factual basis for any claim asserted in the complaint and denies liability. The language in this Motion, including the description of proceedings, as well as legal and factual arguments, is Plaintiffs’, and Gunster may disagree with certain of those characterizations and descriptions.

The Court previously granted preliminary approval of the Settlement on March 6, 2025, which provides for substantial Settlement Class Member Benefits including creation of a non-reversionary cash settlement fund in the amount of eight million five hundred thousand United States Dollars \$8,500,000.00 (Settlement Amount) (the “Settlement Fund”). SA ¶ 2.39. Settlement Class Members will get the benefit of a sizeable, \$35,000 cap on Ordinary Out-of-Pocket Losses, Ordinary Attested Time, Extraordinary Losses and Extraordinary Attested Time (up to 10 hours for Ordinary and Extraordinary Attested Time); three years of three-bureau identity theft protection and credit monitoring services available to all Settlement Class Members regardless of whether they make a claim for reimbursement; pro rata cash payments from the remainder of the Settlement Fund to all Settlement Class Members that file a claim, through two rounds of distributions, if economically feasible; and Information Security Practice commitments that are narrowly tailored to further enhance Defendant’s cybersecurity posture. SA ¶ 3.2. The Settlement Fund shall be used to pay for such Approved Claims and also for Administration and Notice Costs along with the Attorneys’ Fees and Expenses. SA ¶ 7.

As of the filing of this motion, there are no objections to this Settlement. This overwhelmingly positive response from the Settlement Class affirms the Court’s initial conclusion that the Settlement is fair, reasonable, and adequate. The Parties’ counsel have fully evaluated the strengths, weaknesses, and equities of the Parties’ respective positions and believe the proposed Settlement fairly resolves their respective differences. For all the reasons set forth herein, the Court should grant Final Approval of the Settlement.

I. INTRODUCTION AND PROCEDURAL HISTORY

On or around November 27, 2022, Defendant Gunster, Yoakley & Stewart, PA (“Gunster” or “Defendant”) determined that third-party cybercriminals had gained access to Gunster’s systems

(i.e., the “Data Breach”). Defendant notified impacted individuals of the Data Breach beginning on or around August 2023. On May 13, 2024, Mary Jane Whalen (“Whalen”) filed a putative class action complaint against Gunster in the United States District Court for the Southern District of Florida, asserting claims arising out of the Data Breach (the “Federal Action”). On August 15, 2024, Gunster moved to dismiss Whalen’s complaint for failure to state a claim. On September 17, 2024, Plaintiff Whalen filed her amended complaint, which, among other changes, added an additional Plaintiff, Christine V. Rona (“Rona”). On October 1, 2024, the Parties engaged in a full-day, in-person mediation session before former United States Magistrate Judge, Diane M. Welsh (ret.), a nationally recognized and experienced mediator with expertise in data breach class actions. Over the course of the day, the Parties engaged in arm’s length, hard-fought negotiations, and with the assistance of Judge Welsh, the Parties reached an agreement in principle, the terms of which were later finalized by way of the Settlement Agreement and its attached exhibits, which were filed in the Federal Action. On January 24, 2025, the Parties filed a joint stipulation of dismissal without prejudice in the Federal Action, which terminated the Federal Action. Out of concern that the federal court lacked subject matter jurisdiction, the Parties decided that dismissal of the Federal Action was warranted, and that the case should be refiled in a Florida state court which would have jurisdiction, without question, over the Parties and the subject matter of the claims presented in this case. Accordingly, on January 24, 2025, Plaintiffs Whalen and Rona (“Plaintiffs” or proposed “Settlement Class Representatives”) filed a putative class action complaint (i.e., the “Complaint”) against Gunster in this Court, asserting claims arising out of the Data Breach. The Settlement Agreement was then re-executed, subject to preliminary and final approval by the Court. This Court then granted preliminary approval to the Settlement on March 6, 2025. The Parties are now before this Court respectfully requesting for an order granting Final

Approval of the Settlement.

II. SUMMARY OF THE SETTLEMENT

A. The Settlement Class

The Settlement Class is defined as “all persons residing in the United States whose Personal Information was compromised, accessed, exfiltrated, or otherwise impacted by the Data Breach.” The Settlement Class specifically excludes: (i) Gunster, any Entity in which Gunster has a controlling interest, and individuals who at any time since November 27, 2022 served as Gunster directors or officers; (ii) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the Settlement.” SA ¶ 2.36.

B. The Settlement Benefits

1. Reimbursement for “Ordinary” Out-of-Pocket Losses and Ordinary Attested Time

All Settlement Class Members may submit a claim for Ordinary Out-of-Pocket Losses and/or Ordinary Attested Time up to a total of two thousand five hundred dollars (\$2,500) per Settlement Class Member. SA ¶ 7.2. The Settlement Fund will be used to pay valid and timely submitted claims for each of the following categories: (1) costs associated with accessing or freezing/unfreezing credit reports with any credit-reporting agency; (2) other miscellaneous expenses incurred related to any Ordinary Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (3) credit monitoring or other mitigative costs. SA ¶ 7.2.1. Such claims will be evaluated by the Settlement Administrator as per the process set out in the Settlement Agreement.

Whether or not they incurred Ordinary Out-of-Pocket Losses, Settlement Class Members may also submit a claim for up to seven (7) hours of time spent responding to receiving notice of the Data Breach at a rate of thirty dollars (\$30) per hour. SA ¶ 7.2.3.

2. Reimbursement for “Extraordinary” Losses and Extraordinary Attested Time

In addition to submitting a claim for Ordinary Out-of-Pocket Losses and/or Ordinary Attested Time, Settlement Class Members who believe they have suffered identity theft, fraud, or other extraordinary losses may submit a claim for Extraordinary Losses and/or Extraordinary Attested Time up to thirty-five thousand dollars (\$35,000) per individual, in the aggregate as set forth in the Settlement Agreement. SA ¶ 7.3. The total amount of compensation that can be claimed for Ordinary Out-of-Pocket Losses, Ordinary Attested Time, Extraordinary Losses and Extraordinary Attested Time cannot exceed \$35,000 per individual. *Id.* Such claims will be evaluated by the Settlement Administrator as per the process set out in the Settlement Agreement, which specifies that Claims for Ordinary Out-of-Pocket Losses and Extraordinary Losses shall require supporting third-party documentation. SA, ¶7.2.2 and ¶7.3.2. Whether or not they incurred Extraordinary Losses and whether or not they made a claim for Ordinary Out-of-Pocket Losses or Ordinary Attested Time, Settlement Class Members may submit a claim for up to ten (10) hours of time spent remedying identity theft, fraud, or other misuse of their information related to the Data Breach at a rate of thirty dollars (\$30) per hour. SA ¶ 7.3.4. The total Attested Time (“Ordinary” and “Extraordinary” Attested Time, combined) that can be claimed cannot exceed ten (10) hours. *Id.*

3. Credit Monitoring Services

Settlement Class Members, regardless of whether they make a claim for reimbursement, can elect to enroll in three (3) years of three bureau identity theft protection and credit monitoring services under the Settlement Agreement that will include the following features: (1) dark web scanning with user notification if potentially unauthorized use of a Settlement Class Member's personal information is detected; (2) identity theft insurance; (3) real-time credit monitoring with Equifax, Experian, and TransUnion; and (4) access to fraud resolution agents. SA ¶ 7.4. The cost of providing the credit monitoring services described here shall be paid from the Settlement Fund.

4. *Pro Rata* Increase or Reduction of Approved Claims

If the total amount of Approved Claims submitted (as determined in the process set out in SA ¶ 7.5), when aggregated with Administration and Notice Costs and Attorneys' Fees and Expenses as approved by the Court, is less than the amount of the Settlement Fund, then Approved Claims shall be increased on a pro rata basis such that the total aggregate amount of Approved Claims, Administration and Notice Costs, and Attorneys' Fees and Expenses equals (as reasonably close as possible without exceeding) the amount of the Settlement Fund. SA ¶ 7.6. If the total amount of Approved Claims submitted, when aggregated with Administration and Notice Costs and Attorneys' Fees and Expenses as approved by the Court exceeds the amount of the Settlement Fund, then Approved Claims shall be reduced on a pro rata basis such that the total aggregate amount of Approved Claims, Administration and Notice Costs, and Attorneys' Fees and Expenses does not exceed the amount of the Settlement Fund. *Id.* The Settlement Administrator shall reasonably exercise its discretion for purposes of implementing any pro rata increase or reduction provided herein to account for estimated, but not yet incurred, Administration and Notice Costs. For the avoidance of doubt, in no event shall Gunster's liability or obligation under the Settlement Agreement exceed the Settlement Fund. SA ¶ 7.6.

5. Payment of Approved Claims

Approved Claims will be paid via an electronic payment, or a check mailed to the Settlement Class Member. SA ¶ 7.7. Settlement Class Members will have ninety (90) days to cash the checks or electronically receive the payment, after which any uncashed checks will be void and the ability to receive the electronic payment will expire. *Id.* If the aggregate value of void checks and lapsed electronic payments makes it economically feasible, such funds (after decreasing the total by the cost of any anticipated tax reporting requirements and other ancillary expenses) will be disbursed pro rata via a second round of payments issued to those who successfully received electronic payments or cashed checks issued during the first round of disbursement. *Id.* After ninety (90) days of the second disbursement, any uncashed checks will be void and the ability to receive electronic payment will also expire. *Id.* The aggregate value of void checks and unclaimed electronic payments after the second round (or, if there is no second round of checks, after the first round of checks) and/or remaining funds following the preparation of any required tax documents will be paid to increase the length of credit monitoring for those who elect it if possible, or if not, to the Florida Bar Foundation if approved by the Court. *Id.* However, if the second round of payments is not economically feasible, funds remaining in the Settlement Fund will be directly given to the Florida Bar Foundation, if approved by the Court. *Id.*

6. Information Security Enhancements

In response to the Data Breach and the Action, Gunster has further enhanced its data security infrastructure by, among other things, engaging in a comprehensive SOC II Type II review and audit; deploying a best in class EDR tool; implementing a centralized logging and monitoring solution with 24/7 third-party monitoring for log aggregation, threat detection, and response capabilities; enhancing backup solutions and disaster recovery protocols; expanding and hardening

cloud environments; implementing enhanced access controls, including but not limited to a Privileged Access Management solution; enhancing application security testing; and engaging in a comprehensive review and modification of firewall rules and configurations. SA ¶8.1.

C. Release

As set forth in more detail in the Settlement Agreement, Settlement Class Members who do not timely and validly opt-out of the Settlement Class will be bound by the terms of the Settlement, including the Release that discharges the Released Claims against the Released Parties. SA ¶13.1.

D. Notice Plan

1. Notice

The Parties agreed to use Verita Global, LLC as the Settlement Administrator (“Settlement Administrator”). SA ¶ 2.34. The Class List provided to the Settlement Administrator initially included a list containing the names and addresses of approximately 548,852 persons, after which additional persons were identified and added by Gunster. Admin Dec. ¶ 5. Gunster then provided the Settlement Administrator with a list that contained class member data for 190,328 individuals for whom only names were known and would be considered as the “Substitute Notice Group”. Admin Dec. ¶ *Id.* The Settlement Administrator updated its proprietary database with the Class List and Substitute Notice Group resulting in a final count of 733,086 unique class members. Admin Dec. ¶ *Id.* Verita formatted the list for mailing purposes, removed duplicate records, and processed the names and addresses through the National Change of Address Database (“NCOA”) to update any addresses on file with the United States Postal Service (“USPS”). A total of 16,359 addresses were found and updated via NCOA., with some Settlement Class Members found to have invalid or missing mailing addresses. Admin Dec. ¶ *Id.* In order to best reach Settlement

Class Members, the Settlement Administrator implemented multiple types of notice to ensure the broadest possible reach, including individual postcard notices to all members who could be identified through reasonable effort. Admin Dec. ¶ 8. Address searches were performed for the undelivered postcard notices, and notices were re-mailed to Settlement Class Members after updating addresses for 18,828 Settlement Class Members. Admin Dec. ¶ 9. A media campaign was also initiated, with 220,500,000 targeted impressions distributed programmatically via various websites and mobile apps, as well as on Facebook and Instagram. Admin Dec. ¶ 7. On or about April 28, 2025, the Settlement Administrator activated the Settlement Website located at GYSDataBreachSettlement.com and posted the Long Notice, Short Notice and Claim Form. Admin Dec. ¶ 12. The Settlement Administrator also established a toll-free telephone 1-866-597-1132 for potential Settlement Class Members to call and obtain information about the Settlement and request a Claim Form. Admin Dec. ¶ 13. The telephone hotline is accessible 24 hours a day, 7 days a week. Admin Dec. ¶ *Id.* As of July 7, 2025, the Settlement Administrator has received a total of 3,933 calls to the telephone hotline. Admin Dec. ¶ *Id.* These additional forms of notice further buttressed the highly successful individual postcard notice plan.

Overall, the Notice Plan was effective and satisfied the requirements of due process to the Settlement Class as is required by the Florida Constitution. When combined, the direct notice efforts and digital media plan conducted by the Settlement Administrator reached approximately 80.7% of the class. Admin Dec. ¶ 11 The efforts undertaken in the Notice Plan are consistent with best-practicable, Court-approved notice programs in similar matters. Further, this reach rate is consistent with the Federal Judicial Center's Guidelines, which state that a notice plan that reaches over 70% of targeted class members is considered a high percentage and the "norm" of a notice

campaign.³

2. Objections and Requests for Opt-Outs

Settlement Class Members had up to and including July 3, 2025 to decide whether to object to or exclude themselves from the Settlement Agreement. SA ¶¶ 15.1 and 16.1. Any Settlement Class Member that wished to opt-out of the Settlement Class was required to submit a timely written request for exclusion to the Settlement Administrator. SA ¶ 15.1. The deadline to opt-out has now passed and only 22 opt-outs were received.

Any Settlement Class Member who wished to object to the Settlement was required to submit a timely written objection to the Court on or before July 3, 2025. SA ¶ 16.1. The deadline to object has now passed and no objections have been filed.

3. Claims Process

The Claim Form, attached to the Settlement Agreement as Exhibit A, and made available to the class, was written in plain language to facilitate Settlement Class Members' ease in completing it. Settlement Class Members are required to accurately and timely submit their Claim Form by the Claim Filing Deadline, which is August 2, 2025. The Claim Form may be submitted online through the Settlement Website or through U.S. Mail sent to the Settlement Administrator at the address designated on the Claim Form. As of July 7, 2025 there have been approximately 5,436 claims submitted. The Settlement Administrator will review the Claim Forms to determine their validity and eligibility and determine if it an Approved Claim. The Settlement Administrator will provide Settlement Class Members who submitted Approved Claims with their Settlement Benefits. The timing of the claims process is structured to ensure that all Settlement Class Members

³ Barbara Rothstein and Thomas Willging, *Federal Judicial Center Managing Class Action Litigation: A Pocket Guide for Judges*, at 27 (3d Ed. 2010).

have adequate time to review the terms of the Settlement Agreement, make a claim or decide whether they would like to opt-out or object.

E. Attorneys' Fees and Expenses

On June 12, 2025, Class Counsel submitted a request to the Court for payment of Attorneys' Fees, expressed as a percentage of the value conferred by the Settlement on the Settlement Class, and for reimbursement of Expenses incurred in prosecuting and settling the Action. (Doc. 18, filed on the docket in this Action.) The requested Attorneys' Fees, contractually based, is \$2,550,000 (30% of the Settlement Fund), reimbursement of Expenses of \$17,252.78, and service awards of \$2,500 to each Plaintiff.

III. THE COURT SHOULD GRANT FINAL APPROVAL OF THE SETTLEMENT

To finally approve the Settlement on a class wide basis, the Florida Rules of Civil Procedure require notice to the Settlement Class, a fairness hearing, and this Court's final approval. "Settlement has special importance in class actions with their notable uncertainty, difficulties of proof, and length. Settlements of complex cases contribute greatly to the efficient utilization of scarce judicial resources and achieve the speedy resolution of justice[.]" *Turner v. Gen. Elec. Co.*, No. 2:05-CV-186-FTM-99DNF, 2006 WL 2620275, at *2 (M.D. Fla. Sept. 13, 2006) (internal quotation omitted). "There is a strong judicial policy favoring the pretrial settlement of class actions." *Lee v. Ocwen Loan Servicing, LLC*, 2015 WL 5449813, at *4 (S.D. Fla. Sept. 14, 2015); *see also In re US. Oil & Gas Litig.*, 967 2d 489, 493 (11th Cir. 1992) ("Public policy strongly favors the pretrial settlement of class action Actions"); *Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th

Cir. 1977) ("Particularly in class action suits, there is an overriding public interest in favor of settlement").⁴

A. The Settlement is Fair, Reasonable, and Adequate

The Court previously found the Settlement to be sufficiently fair, reasonable, and adequate to warrant issuance of notice to the Settlement Class. Agreed Preliminary Approval Order, ¶ 6. At the Final Approval Hearing, after notice to the Settlement Class and time and opportunity for absent class members to object or otherwise be heard, the Court considers whether the Settlement "is fair, adequate, and reasonable and is not the product of collusion between the parties." *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984) (citation omitted). *See also Nelson v. Wakulla Cnty.*, 985 So. 2d 564, 570 (Fla. 1st DCA 2008); *Barnhill v. Florida Microsoft Anti-Trust Litig.*, 905 So. 2d 195, 199-200 (Fla. 3d DCA 2005); *Altamonte Springs Imaging, L.C. v. State Farm Mut. Auto. Ins. Co.*, 12 So. 3d 850, 854 (Fla. 3d DCA 2009). The court is "not called upon to determine whether the settlement reached by the parties is the best possible deal, nor whether class members will receive as much from a settlement as they might have recovered from victory at trial." *Roubert v. Capital One Fin. Corp.*, No. 8:21-cv-2852-TPB-TGW, 2023 WL 5916714, at *5 (M.D. Fla. Jul.10, 2023) (quotation omitted).

The factors a trial court should consider when determining whether to approve a class action settlement include: (1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point over or below the range of possible recovery at which a settlement is fair, adequate, and reasonable; (4) the complexity, expense, and duration of the litigation; (5) the substance and

⁴ "Florida's class action rule, Rule 1.220, is based on Federal Rule of Civil Procedure 23, and this court may look to federal cases as persuasive authority in the interpretation of rule 1.220." *Bawtinheimer v. D.R. Horton, Inc.*, 161 So. 3d 539,540 (Fla. 5th DCA 2014).

amount of opposition to the settlement; and (6) the stage of the proceedings at which the settlement was achieved. *Nelson*, 985 So. 2d at 57; *Silva v. US. Century Bank*, 2014 Fla. Cir. LEXIS 48275 (Fla. 11th Jud. Cir. Nov. 10, 2014). The Eleventh Circuit Court of Appeals has also identified factors used by Florida courts to evaluate settlements,⁵ which again favor the Settlement here. *See Leverso v. Southtrust Bank*, 18 F.3d 1527, 1530 n.6 (11th Cir. 1994). Each of these factors favors granting Final Approval here.

1. The likelihood of success at trial

While Plaintiffs and Class Counsel firmly believe Plaintiffs' claims would have resulted in class certification and favorable adjudication on the merits, Plaintiffs faced significant risks should they have continued to litigate the Action⁶, which would include Gunster successfully: (i) moving for dismissal of Plaintiffs' claims; (ii) opposing class certification; (iii) appealing a class certification order; (iv) prevailing on a post-certification summary judgment motion; (v) prevailing at trial; or (vi) appealing a post-certification summary judgment or post-trial judgment. Moreover, even if a Settlement Class was certified and Plaintiffs prevailed on the merits, it would still take years to litigate the Action through trial and the various appeals. The Settlement herein eliminates

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

⁶ "Data breach cases ... are particularly risky, expensive and complex" due at least in part to the cutting-edge, innovative nature of data breach litigation and the rapidly evolving law. *Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415- CMA-SKC, 2019 WL 6972701, at *1 (D. Colo. Dec. 16, 2019); *see also In re Wawa, Inc. Data Sec. Litig.*, No. 19-6019, 2024 WL 1557366, at *20 (E.D. Pa. April 9, 2024) ("Data breach litigation is inherently complex."); *In re Equifax Inc. Customer Data Sec. Breach Litig.*, No. 17-MD-2800, 2020 WL 256132, *15 (N.D. Ga. Mar. 17, 2020) (in data breach "[t]he law ... remains uncertain and the applicable legal principles have continued to evolve").

all of those risks and the years of delays by providing the Settlement Class Members benefits in order to reimburse them for all their costs, time spent and protect against future harm by providing identity theft protection and also, pro rata cash payments, through two rounds of distribution, if economically feasible.

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

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

In determining whether a settlement is fair given the potential range of recovery, the Court should be guided by "the fact that a proposed settlement amounts to only a fraction of the potential recovery does not mean the settlement is unfair or inadequate." *Behrens v. Wometco Enters., Inc.*, 118 F.R.D. 534, 542 (S.D. Fla. 1988), *aff'd*, 899 F.2d 21 (11th Cir. 1990). Indeed, "[a] settlement can be satisfying even if it amounts to a hundredth or even a thousandth of a single percent of the potential recovery." *Id.* This is because a settlement must be evaluated "in light of the attendant risks with litigation." *Thompson v. Metropolitan Life Ins. Co.*, 216 F.R.D. 55, 64 (S.D.N.Y. 2003); *see also Bennett*, 737 F.2d at 986 ("[C]ompromise is the essence of settlement.").

There is no assurance that a jury or the Court would find in favor of the Settlement Class and award the full amount claimed as owed. *Id. See, e.g., Southern Independent Bank v. Freds, Inc.*, No. 2:15-CV-799-WKW, 2019 WL 1179396, at *8 (M.D. Ala. Mar. 13, 2019) (ruling under *Daubert* that causation not satisfied for class certification purposes in data breach action). Indeed, the damages methodologies, while theoretically sound in Plaintiffs' view, remains untested in a disputed class certification setting and would have to be proved before a jury.

Class Counsel vigorously litigated this Action and believe the Settlement is in the best interest of the Settlement Class. These benefits include a sizeable \$35,000 cap on Ordinary Out-of-Pocket Losses, Ordinary Attested Time, Extraordinary Losses and Extraordinary Attested Time (including up to 10 hours for Ordinary and Extraordinary Attested Time); three years of three-bureau identity theft protection and credit monitoring services available to all Settlement Class Members regardless of whether they make a claim for reimbursement; pro rata cash payments from the remainder of the Settlement Fund to all Settlement Class Members that file a claim, through two rounds of distributions, if economically feasible; and Information Security Practice commitments that are narrowly tailored to further enhance Defendant's cybersecurity posture. SA ¶ 3.2. The Settlement thus offers substantial benefits to Settlement Class Members that favorably compare with similar data breach class actions. *See, e.g., Baksh v. IvyRehab Network, Inc.*, No. 7:20-cv-01845 (S.D.N.Y.) (reimbursing out-of-pocket expenses up to \$75 and \$20 for lost time, capped at \$75,000 in the aggregate, credit monitoring, and data security enhancements); *Rutledge v. Saint Francis Healthcare Sys.*, No. 1:20-cv-00013-SPC (E.D. Mo.) (reimbursing out-of-pocket expenses and lost time up to \$180, credit monitoring, and data security enhancements); *Chacon v. Nebraska Medicine*, No. 8:21-cv-00070 (D. Neb.) (reimbursing ordinary expenses up to \$300, extraordinary expenses up to \$3,000, credit monitoring, and data

security enhancements). Another effective way of comparing data breach settlements is to divide the common fund amount by the number of class members. *See, e.g., In re Experian Data Breach Litig.*, No. SACV 15-01592 AG (DMFx), 2019 U.S. Dist. LEXIS 81243, at *25 (C.D. Cal. May 10, 2019) (noting settlement provided a \$1.47 payout per person, "which compares favorably to other approved data breach settlements" and collecting cases showing same). Here, the \$8,500,000.00 Settlement Fund for the Settlement Class is favorable.

The Settlement will provide certain, substantial, and immediate relief to the Settlement Class. It ensures Settlement Class Members with Approved Claims will receive guaranteed compensation now, provides Settlement Class Members with access to benefits that may not have been available at trial, and confirms Gunster has made Information Security Practice commitments to further enhance Defendant's cybersecurity posture. Accordingly, the Court should find the Settlement is fair, adequate, and reasonable and within the range of possible recovery.

3. The complexity, expense and duration of litigation

Given the "particularly risky, expensive and complex" nature of data breach cases, *see* footnote 5, *supra*, litigating these claims further would undoubtedly have proven difficult and consume even more significant time, money, and judicial resources. Even if Plaintiffs ultimately prevailed in the Action, that success would likely benefit the class only after years of trial and appellate proceedings and substantial expense to both sides. *Lee*, 2015 WL 5449813, at *9 (citing *In re Oil Spill by Oil Rig Deepwater Horizon in Gulf of Mex.*, 910 F. Supp. 2d 891, 932 (E.D. La. 2012) ("Even assuming litigation could obtain the results that this settlement provides, years of litigation would stand between the class and any such recovery. Hence, this... factor weighs strongly in favor of granting final approval to the Settlement Agreement.")). In contrast, the Settlement saves the Court and the Parties' resources and provides immediate relief to the

Settlement Class. These benefits come without the expense, uncertainty, and delay of continued and indefinite litigation.

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

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

4. The substance and amount of opposition to the Settlement

The Settlement Class fully endorses and supports the Settlement. Following the well-executed and far reaching Notice Plan, the Settlement Class had ample opportunity to opt-out or object to the Settlement. Settlement Class Members had up to and including July 3, 2025 to decide whether to object to or exclude themselves from the Settlement Agreement. SA ¶¶ 15.1 and 16.1. The deadline to object and opt-out has now passed and no objections have been filed, and 22 requests for opt-outs have been recorded.

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

Courts consider "the degree of case development that class counsel have accomplished prior to settlement" to ensure that "counsel had an adequate appreciation of the merits of the case before negotiating." *In re Gen. Motors Pick-up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 813 (3d Cir. 1995). At the same time, "[t]he law is clear that early settlements are to be encouraged, and accordingly, only some reasonable amount of discovery should be

required to make these determinations." *Ressler*, 822 F. Supp. at 1555. The Action settled after a thorough exchange of informal discovery. Based upon Class Counsel's experience, this was an appropriate time to negotiate a classwide settlement.

Based on the foregoing, it is Class Counsel's well-informed opinion that, given the uncertainty and risk of the outcome of further litigation, and the expense, difficulties, and delays inherent in such litigation through contested dispositive motions, class certification proceedings, trial, and appeal, the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

B. The Notice Plan Was the Best Notice Practicable.

The Rule 1.220(c) notice requirements are designed to provide sufficient due process to class members by informing them of the action's pendency and providing an opportunity to be heard or opt-out and must be the "best notice that is practicable under the circumstances." *Nelson*, 985 So. 2d at 576. To satisfy this requirement, individual notice should be provided to class members who can be identified through reasonable effort. *See Cordell v. World Ins. Co.*, 355 So. 2d 479, 481 (Fla. 1st DCA 1978) (citing *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173-75 (1974)). The best practicable notice is that which "is reasonably calculated, under all of the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950). Here, the Settlement Administrator implemented multiple types of notice to ensure the broadest possible reach, including individual postcard notices to all members who could be identified through reasonable effort. Admin Dec. ¶ 8. The Notice Plan was timely commenced and is still ongoing, in accordance with the Court's instructions in the Preliminary Approval Order.

IV. CLASS ACTION CERTIFICATION SHOULD BE GRANTED

Plaintiffs and Class Counsel jointly request entry of a Final Approval Order certifying the Settlement Class pursuant to Fla. R. Civ. P. 1.220(a)(2) and (3). The Court has already provisionally certified the Settlement Class. Agreed Preliminary Approval Order, ¶ 1. For the reasons discussed below, Plaintiffs and Class Counsel urge the Court to make a final determination that the Settlement Class meets the standards for class certification for settlement purposes. Defendant also supports certification of the Settlement Class for settlement purposes only.

Class actions in Florida state courts are governed by Rule 1.220.. The Florida Supreme Court has held that all proponents of class certification must satisfy the four prerequisites detailed in Rule 1.220(a) (i.e., numerosity, commonality, typicality, adequacy) as well as one of the three subdivisions of Rule 1.220(b). *Sosa v. Safeway Premium Fin. Co.*, 73 So. 3d 91, 106-07 (Fla. 2011) (interpreting Rule 1.220(a) and (b)). It also held that "[a] trial court should resolve doubts with regard to certification in favor of certification." *Id.* at 105. Plaintiffs meet each of the Rule 1.220(b)(2) and (3) class certification requirements.

Numerosity: The movant must demonstrate the members of the class are so numerous that separate joinder of each member is impractical. *See* Fla. R. Civ. P. 1.220(a)(1). "No specific number and no precise count are needed to sustain the numerosity requirement. Rather, class certification is proper if the class representative does not base the projected class size on mere speculation." *Sosa*, 73 So. 3d at 114 (internal citations omitted). Here, numerosity is easily satisfied as there are approximately 733,086 Settlement Class Members. Thus, numerosity is easily satisfied. It would be impossible and/or impractical to (i) separately join each of the members of the Settlement Class in the Action or (ii) have each of the Settlement Class Member file suit and move to consolidate their suits into this Action concerning the same legal issues. *Id.*

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

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

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

Commonality is easily satisfied. Plaintiffs' claims all turn on the common questions of law and fact that arise from the same event—the Data Breach: Specifically, Plaintiff alleged, among others, whether Defendant's security environment was adequate to protect the Settlement Class' Personal Information, the resolution of which revolves around evidence that does not vary between members, and so can be fairly resolved for all Settlement Class Members at once.

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

satisfies the typicality requirement is whether the class representative possesses the same legal interest and has endured the same legal injury as

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

Sosa, 73 So. 3d at 114-15 (Fla. 2011) (internal citations omitted). Typicality is satisfied for the same reasons that Plaintiffs' claims meet the commonality requirement. Specifically, Plaintiffs' claims are typical of those of the putative class because they arise from the same Data Breach and from the same legal duty they allege Gunster had to secure the Personal Information of Plaintiffs and the Settlement Class Members, comprising a clear nexus between Plaintiffs' claims and those of the Settlement Class Members. Therefore, Plaintiffs possess similar legal interests and experienced the same legal injury as the Settlement Class Members. Plaintiffs' claims are not antagonistic in any way to the claims of the Settlement Class Members.

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

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

Sosa, 73 So. 3d at 115 (internal citations omitted). Adequacy is satisfied here because the Settlement Class Representatives and Class Counsel have zealously litigated Plaintiffs' claims, secured substantial relief, and have no interests antagonistic to the Settlement Class.. Further, Class

Counsel are highly qualified and have a great deal of experience litigating consumer class actions, including in the data privacy context, throughout the country.

Predominance: "To meet the requirements of rule 1.220(6)(3), the party moving for class certification must establish that the class members' common questions of law and fact predominate over individual class member claims." *Sosa*, 73 So. 3d at 111 (quoting Rule 1.220(6)(3)). "Florida courts have held that common questions of fact predominate when the defendant acts toward the class members in a similar or common way." *Id.* (internal citations omitted). Here, the questions of law and fact common to all members of the Settlement Class substantially outweigh any possible issues that are individual to each member of the Settlement Class.

Superiority: Finally, Rule 1.220(b)(3)'s superiority requirement is met. "[C]lass representation is superior to other available methods for the fair and efficient adjudication of the controversy." *Id.* Resolution of thousands of claims in one action is far superior to individual lawsuits because it promotes consistency and efficiency of adjudication. Proceeding as a class action in this case is superior to individual lawsuits, because it promotes consistency and efficiency of adjudication. Indeed, absent class treatment, each Settlement Class Member will be required to present the same or essentially the same legal and factual arguments, in separate and duplicative proceedings, the result of which would be a multiplicity of trials conducted at enormous expense to both the judiciary and the litigants. There is no indication in this case that any Settlement Class Member wishes to litigate their claims on an individual basis. And with the high cost of litigating a case like this—requiring expert investigation and testimony to prove how and why the data breach occurred—almost certainly swamping individual damages, individualized litigation is impracticable. *See In re Checking*, 286 F.R.D. at 659 ("The class action fills an essential role when

the [plaintiffs] would not have the incentive or resources to prosecute relatively small claims in individual suits, leaving the defendant free from legal accountability.”).

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

CONCLUSION

For all these reasons, the Court should enter the proposed Final Approval Order attached as **Exhibit D**, granting Final Approval to the Settlement and certifying the Settlement Class so that Settlement Class Members can receive the Settlement benefits and this litigation can be resolved.

Dated: July 9, 2025

Respectfully submitted,

By: /s/ John Yanchunis

John Yanchunis (FBN 324681)

**MORGAN & MORGAN
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CERTIFICATE OF CONFERRAL PURSUANT TO FLA.R.CIV.P 1.202

I certify that prior to filing this motion, I discussed the relief requested in this motion via email with the opposing party and Defense counsel represented that they have no objection to the relief sought herein.

By: /s/ John Yanchunis

John Yanchunis (FBN 324681)

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 9, 2025 the foregoing document was filed via the Court's e-filing portal, which will cause a true and correct copy of the same to be served electronically on all counsel of record.

By: /s/ John Yanchunis
John Yanchunis (FBN 324681)
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Exhibit A

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CASE NO. 25-CA-000550**

MARY JANE WHALEN,
and CHRISTINE V. RONA,
individually and on behalf of
all others similarly situated,

Plaintiffs,
v.

GUNSTER,
YOAKLEY &
STEWART, PA

Defendant.

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made by and between, as hereinafter defined, (a) the Settlement Class Representatives,¹ on behalf of themselves and the Settlement Class, and (b) Gunster, Yoakley & Stewart, PA (“Gunster”). This Agreement fully and finally compromises and settles any and all claims that are, were, or could have been asserted in the litigation styled *Whalen v. Gunster, Yoakley & Stewart, PA*, Case No. 25-CA-000550 pending in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, as set forth herein.

1. Recitals

- 1.1. On or around November 27, 2022, Gunster determined that third-party cybercriminals had gained access to Gunster’s systems (*i.e.*, the “Data Breach”).
- 1.2. On May 13, 2024, Mary Jane Whalen (“Whalen”) filed a putative class action complaint against Gunster in the United States District Court for the Southern District of Florida, asserting claims arising out of the Data Breach (the “Federal Action”).
- 1.3. On August 15, 2024, Gunster moved to dismiss Whalen’s complaint for failure to state a claim.
- 1.4. On September 17, 2024, Plaintiff Whalen filed her Amended Complaint, which, among other changes, added an additional Plaintiff, Christine V. Rona (“Rona”).
- 1.5. On October 1, 2024, the Parties engaged in a full-day, in-person mediation session before former United States Magistrate Judge, Diane M. Welsh (ret.), an experienced mediator selected by the Parties. Over the course of the day, the Parties engaged in arm’s length negotiations, and with the assistance of Judge Welsh, the Parties reached an agreement in principle.

¹ All capitalized terms are defined in Section 2 below.

- 1.6. On October 8, 2024, the Parties executed a written Term Sheet. Once this Agreement is fully executed, it supersedes and replaces all terms in the Parties' written Term Sheet.
- 1.7. On January 24, 2025, the Parties filed a joint stipulation of dismissal without prejudice in the Federal Action, which terminated the Federal Action. The Parties agree that the Settlement Agreement executed by the Parties on or around November 6 and 7, 2024 in connection with the Federal Action is void.
- 1.8. On January 24, 2025, Plaintiffs Whalen and Rona filed a putative class action complaint (i.e., the "Complaint") against Gunster in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, asserting claims arising out of the Data Breach.
- 1.9. Gunster denies all material allegations of the Complaint and specifically denies that it failed to properly protect any personal data, had inadequate data security, was unjustly enriched by the use of personal data of the impacted individuals, breached any fiduciary duty or implied contract, or violated state consumer statutes and/or other laws.
- 1.10. The Parties recognize the expense and length of proceedings necessary to continue litigation of the Action through further motion practice, discovery, trial, and any possible appeals. The Parties have considered the uncertainty and risk of the outcome of further litigation, and the expense, difficulties, and delays inherent in such litigation. The Parties are also aware of the burdens of proof necessary to establish liability and damages for the claims alleged in the Action and the defenses thereto. The Parties have determined that the settlement set forth in this Agreement is in their respective best interests and that the Agreement is fair, reasonable, and adequate. The Parties have therefore agreed to the

settlement set forth in the terms and provisions of this Agreement, subject to Court approval.

- 1.11. It is the intention of the Parties to resolve the disputes and claims as set forth in the terms below.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements herein described and for other good and valuable consideration acknowledged by each of the Parties to be satisfactory and adequate, and intending to be legally bound, the Parties do hereby mutually agree as follows:

2. Definitions

As used in all parts of this Agreement, including the recitals above, and the exhibits hereto, the following terms have the meanings specified below:

- 2.1. “Action” means the action filed in the Court and captioned *Whalen v. Gunster, Yoakley & Stewart, PA*, Case No. 25-CA-000550 (Fla. 13th Cir. Ct.).
- 2.2. “Administration and Notice Costs” means all reasonable costs and expenses incurred by the Settlement Administrator in carrying out its duties under this Agreement, including all costs and expenses incurred in connection with implementing and executing the Notice Plan.
- 2.3. “Agreement” or “Settlement Agreement” or “Settlement” means this Class Action Settlement Agreement and Release and all of its attachments and exhibits, which the Parties understand and agree set forth all material terms and conditions of the Settlement of the Action between them and which is subject to approval by the Court.

- 2.4. “Approved Claims” means Settlement Claims completed using a Claim Form, submitted by the Claims Deadline, and found to be valid and in an amount approved by the Settlement Administrator.
- 2.5. “Attorneys’ Fees” means the attorneys’ fees that Class Counsel request the Court to approve for payment from the Settlement Fund as compensation for work in prosecuting and settling the Action.
- 2.6. “Business Days” means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the State of Florida.
- 2.7. “Claims Deadline” means the deadline by which Settlement Class Members must submit any Settlement Claims. Settlement Claims submitted after the Claims Deadline will not be timely and will not qualify for approval and will be rejected. The Claims Deadline shall be set by the Court in the Preliminary Approval Order and shall be ninety (90) days after the Notice Date.
- 2.8. “Claim Form” shall mean the claim form attached as Exhibit A, or a claim form approved by the Court that is substantially similar to Exhibit A.
- 2.9. “Class Counsel” means John A. Yanchunis of Morgan & Morgan and Brian Murray of Glancy Prongay & Murray LLP.
- 2.10. “Complaint” means the Class Action Complaint, at Docket Entry Number 4, filed in the Action on January 24, 2025.
- 2.11. “Court” means the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, where the Action is pending.

- 2.12. “Data Breach” means the unauthorized third-party access to Gunster’s network that was detected by Gunster on or around November 27, 2022, and which is the subject of the Action.
- 2.13. “Defendant” or “Gunster” means Gunster, Yoakley & Stewart, PA.
- 2.14. “Effective Date” means the date set forth in Section 6 of this Agreement; provided, however, that neither Gunster nor the Settlement Class Representatives have exercised their respective rights of termination under Paragraph 6.2 or Paragraph 6.3 of this Agreement.
- 2.15. “Entity” means any corporation, partnership, limited liability company, association, trust, or other organization of any type.
- 2.16. “Expenses” means the reasonable costs and expenses incurred in litigating the Action that Class Counsel request the Court to approve for payment from the Settlement Fund.
- 2.17. “Final Approval” means entry of a Final Approval Order and Judgment.
- 2.18. “Final Approval Hearing” means the hearing to be conducted before the Court to determine the fairness, adequacy, and reasonableness of the Agreement pursuant to Florida Rule of Civil Procedure 1.220 and whether to enter a Final Approval Order and Judgment.
- 2.19. “Final Approval Order and Judgment” means an order and judgment that the Court enters after the Final Approval Hearing, which, among other things, finally approves the Agreement, finally certifies the Settlement Class for settlement purposes, dismisses all claims in the Action against Defendant with prejudice, releases the Released Parties from the Released Claims as set forth herein, bars and enjoins the Releasing Parties from asserting any of the Released Claims (including during the pendency of any appeal from

the Final Approval Order and Judgment), includes as an exhibit a list of individuals who timely and validly opted out of the Settlement, satisfies the settlement-related provisions of Florida Rule of Civil Procedure 1.220 in all respects, and in the form of or materially in the form of the proposed Final Approval Order and Judgment attached as Exhibit B.

- 2.20. “Judgment” means the Final Approval Order and Judgment.
- 2.21. “Long Notice” means the long form notice attached as Exhibit C or substantially similar to the long form notice attached as Exhibit C.
- 2.22. “Gunster’s Counsel” means the undersigned attorneys for Gunster from the law firms of Alston & Bird LLP and Akerman LLP.
- 2.23. “Notice Date” means the date by which notice will be fully commenced, which shall be sixty (60) days after the Court enters the Preliminary Approval Order.
- 2.24. “Notice Plan” means the Settlement notice program attached as Exhibit D to be presented to the Court for approval in connection with a motion seeking a Preliminary Approval Order.
- 2.25. “Objection Deadline” means the deadline by which written objections to the Settlement must be filed in the Action’s electronic docket or postmarked as set forth in the Preliminary Approval Order. Such deadline shall be sixty (60) days after the Notice Date.
- 2.26. “Opt-Out Deadline” means the deadline by which written requests for exclusion from the Settlement must be postmarked or submitted electronically as set forth in the Preliminary Approval Order. Such deadline shall be sixty (60) days after the Notice Date.
- 2.27. “Parties” means the Settlement Class Representatives, on behalf of themselves and the Settlement Class, and Gunster.

- 2.28. “Parties’ Counsel” means Class Counsel and Gunster’s Counsel.
- 2.29. “Personal Information” is intended to be broadly construed and includes any information that could be used to identify, locate, or contact a person (whether on its own or in combination with other information). The term Personal Information also includes, without limitation, name, address, date of birth, Social Security number, financial information, driver’s license numbers, government-issued identification numbers, health information (expressly including but not limited to Protected Health Information as defined by the Health Insurance Portability and Accountability Act), and any and all other personally identifiable information. For the avoidance of doubt, the term Personal Information includes all information compromised, accessed, exfiltrated, or otherwise impacted as a result of the Data Breach.
- 2.30. “Preliminary Approval Order” means the Court’s order preliminarily approving the Settlement Agreement and, among other things, ordering that notice be provided to the Settlement Class, and in the form of, or materially in the form of, the proposed Preliminary Approval Order attached as Exhibit E.
- 2.31. “Released Claims” means any and all claims, defenses, demands, actions, causes of action, rights, offsets, setoffs, suits, remedies, damages, lawsuits, costs, relief for contempt, losses, attorneys’ fees, expenses, or liabilities of any kind whatsoever, in law or in equity, for any relief whatsoever, including but not limited to monetary sanctions or damages for contempt, injunctive or declaratory relief, mandamus, rescission, general, direct, compensatory, special, liquidated, indirect, incidental, consequential, or punitive damages, as well as any and all claims for treble damages, statutory damages, penalties, interest, attorneys’ fees, costs, or expenses, whether a known or unknown (including

Unknown Claims), suspected or unsuspected, existing or potential, contingent or vested, accrued or not accrued, liquidated or unliquidated, matured or unmatured, that in any way concern, arise out of, or relate to the Data Breach, any legal, factual, or other allegations in the Action, or any theories of recovery that were, or could have been, raised at any point in the Action.

- 2.31.1. For the avoidance of doubt, Released Claims are to be construed broadly and include, without limitation, any claims that a Releasing Party may have under the law of any jurisdiction, including, without limitation, those arising under state or federal law of the United States (including, without limitation, any causes of action under the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 *et seq.* and any similar statutes in effect in the United States or in any states in the United States); causes of action under the common or civil laws of any state in the United States, including but not limited to: unjust enrichment, negligence, bailment, conversion, negligence *per se*, breach of contract, breach of implied contract, breach of fiduciary duty, breach of implied covenant of good faith and fair dealing, misrepresentation (whether fraudulent, negligent, or innocent), fraudulent concealment or nondisclosure, invasion of privacy, public disclosure of private facts, and misappropriation of likeness and identity; any causes of action based on privacy rights provided for under the constitutions of the United States or of any states in the United States; any statutory claims under state or federal law; and also including, but not limited to, any and all claims in any state or federal court of the United States, for damages, injunctive relief, restitution, mandamus, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit or financial account monitoring services, identity theft insurance, the creation of a

fund for future damages, statutory penalties, restitution, the appointment of a receiver, and any other form of relief.

2.32. “Released Parties” means:

2.32.1. Gunster and its current and former shareholders, associates, attorneys, of counsel attorneys, in-house attorneys, officers, employees, directors, divisions, and affiliated companies (Gunster and the foregoing entities and persons described in this Paragraph 2.32.1 are collectively referred to as the “Gunster Persons”), as well as the Gunster Persons’ respective predecessors, successors, assigns, current and former parents, subsidiaries, divisions, and affiliated companies, whether indirect or direct, as well as their directors, officers, members, managers, employees, agents, vendors, insurers, reinsurers, sureties, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, contractors, wholesalers, resellers, distributors, service providers, and retailers; *and*

2.32.2. Entities and persons, including but not limited to former and current Gunster Persons’ clients, whose information, including but not limited to information contained in files relating to representation of such current and former clients, was compromised, accessed, exfiltrated, or otherwise impacted by the Data Breach, as well as those entities’ and persons’ respective predecessors, successors, assigns, current and former parents, subsidiaries, divisions, and affiliated companies, whether indirect or direct, as well as their directors, officers, members, managers, employees, agents, vendors, insurers, reinsurers, sureties, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, contractors, wholesalers, resellers, distributors, service providers, and retailers. For the avoidance of doubt, the Released Parties also include

the business associates and/or covered entities who were the data owners of information accessed, compromised, or impacted by the Data Breach. It is the Parties' intent that all entities that are Released Parties benefit from the Agreement and are entitled to enforce the Agreement fully and directly, including without limitation the Agreement's releases in Section 13.

- 2.33. "Releasing Parties" means the Settlement Class Representatives and all Settlement Class Members who do not timely and validly opt out of the Settlement.
- 2.34. "Settlement Administrator" means Verita Global, LLC ("Verita") f/k/a KCC Class Action Services, LLC. A different Settlement Administrator may be substituted if approved by order of the Court.
- 2.35. "Settlement Claim" means a claim or request for settlement benefits provided for in this Settlement Agreement.
- 2.36. "Settlement Class" means all persons residing in the United States whose Personal Information was compromised, accessed, exfiltrated, or otherwise impacted by the Data Breach. The Settlement Class specifically excludes: (i) Gunster, any Entity in which Gunster has a controlling interest, and individuals who at any time since November 27, 2022 served as Gunster directors or officers; (ii) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the Settlement.
- 2.37. "Settlement Class Member" means any person within the definition of Settlement Class.
- 2.38. "Settlement Class Representatives" means Plaintiffs Mary Jane Whalen and Christine V. Rona.

- 2.39. “Settlement Fund” means the eight million five hundred thousand United States Dollars (\$8,500,000.00) that Gunster shall cause to be paid pursuant to Section 3 of this Agreement.
- 2.40. “Settlement Fund Account” means the account described in Section 4 of this Agreement.
- 2.41. “Short Notice” means the short form notice attached as Exhibit F or substantially similar to the short form notice attached as Exhibit F.
- 2.42. “Taxes” means (i) any applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon the Parties or the Parties’ Counsel with respect to any income or gains earned by or in respect of the Settlement Fund; (ii) any other taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) relating to the Settlement Fund that the Settlement Administrator determines are or will become due and owing, if any; and (iii) any and all expenses, liabilities, and costs incurred in connection with the taxation of the Settlement Fund (including without limitation, expenses of tax attorneys and accountants).
- 2.43. “Unknown Claims” means any and all Released Claims that any Settlement Class Representative or Settlement Class Member does not know or suspect to exist in his or her favor as of the Effective Date and which, if known by him or her, might have affected his or her decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Settlement Class Representatives and Settlement Class Members shall have waived any and all provisions,

rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 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 Settlement Class Representatives and Class Counsel acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

3. Settlement Fund

- 3.1. The Settlement Fund shall consist of a non-reversionary fund of eight million five hundred thousand United States Dollars (\$8,500,000.00), which shall be paid as follows:
 - 3.1.1. Within ten (10) Business Days of the Preliminary Approval Order, Gunster will pay or cause to be paid \$495,000.00 into the Settlement Fund Account to pay for Administration and Notice Costs, which amount will be credited towards the \$8,500,000.00 total amount of the Settlement Fund.
 - 3.1.2. Within ten (10) Business Days of the Effective Date, Gunster shall deposit or cause to be deposited the remaining balance of the Settlement Fund (eight million five thousand United States Dollars (\$8,005,000.00)) into the Settlement Fund Account.
- 3.2. The Settlement Fund shall be used to pay for (i) Administration and Notice Costs; (ii) the Approved Claims; and (iii) Attorneys’ Fees and Expenses approved by the Court. In no

event shall Gunster be obligated to pay more than eight million five hundred thousand United States Dollars (\$8,500,000.00) in connection with the Settlement.

- 3.3. No later than three (3) Business Days after entry of the Preliminary Approval Order, Class Counsel and/or the Settlement Administrator shall furnish to Gunster in writing any required account information, wiring instructions, or necessary forms (including a properly completed and signed IRS Form W-9 that includes the employer identification number for the Settlement Fund Account).

4. Settlement Fund Account

- 4.1. The Settlement Fund monies shall be held in the Settlement Fund Account, which shall be established and maintained by the Settlement Administrator.
- 4.2. All funds held in the Settlement Fund Account shall be deemed to be in the custody of the Court until such time as the funds shall be disbursed pursuant to this Agreement or further order of the Court.
- 4.3. No amounts may be withdrawn from the Settlement Fund Account unless (i) authorized by this Agreement; (ii) authorized by the Notice Plan approved by the Court; or (iii) otherwise approved by the Court.
- 4.4. The Parties agree that the Settlement Fund Account is intended to constitute a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1, *et seq.*, and that the Settlement Administrator shall be the “administrator” within the meaning of Treasury Regulation § 1.468B-2(k)(3). The Parties further agree that the Settlement Fund Account shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund Account as a qualified settlement fund from the earliest date possible.

- 4.5. Upon or before establishment of the Settlement Fund Account, the Settlement Administrator shall apply for an employer identification number for the Settlement Fund Account utilizing IRS Form SS-4 and in accordance with Treasury Regulation § 1.468B-2(k)(4) and shall provide Gunster with that employer identification number on a properly completed and signed IRS Form W-9.
- 4.6. The Settlement Administrator shall file or cause to be filed, on behalf of the Settlement Fund Account, all required federal, state, and local tax returns, information returns, including, but not limited to, any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). Any contract, agreement, or understanding with the Settlement Administrator relating to the Settlement Fund Account shall require the Settlement Administrator or its agent to file or cause to be filed, on behalf of the Settlement Fund Account, all required federal, state, and local tax returns, information returns, including, but not limited to any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). The Settlement Administrator may, if necessary, secure the advice of a certified public accounting firm in connection with its duties and tax issues arising hereunder the costs of which shall be considered Administration and Notice Costs and paid from the Settlement Fund.
- 4.7. All Taxes relating to the Settlement Fund Account shall be paid out of the Settlement Fund Account, shall be considered to be an Administration and Notice Cost of the Settlement, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund Account shall indemnify and hold harmless

the Parties and the Parties' Counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments).

- 4.8. Gunster shall have no responsibility, financial obligation, or liability whatsoever with respect to selection of the Settlement Fund Account, investment of Settlement Fund Account funds, payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes, penalties, interest, or other charges related to Taxes imposed on the Settlement Fund Account or its disbursements, or payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund Account.

5. Presentation of Settlement to the Court

- 5.1. As soon as practicable after the execution of the Settlement Agreement, the Settlement Class Representatives and Class Counsel shall submit this Settlement Agreement to the Court and file a motion for preliminary approval of the Settlement with the Court requesting entry of a Preliminary Approval Order substantially in the form attached hereto as Exhibit E, requesting, among other things:

- 5.1.1. Certification of the Settlement Class for settlement purposes only;
- 5.1.2. Preliminary approval of the Settlement Agreement;
- 5.1.3. Appointment of Class Counsel;
- 5.1.4. Appointment of the Settlement Class Representatives;
- 5.1.5. Approval of the Notice Plan attached hereto as Exhibit D;
- 5.1.6. Approval of a Short Notice substantially similar to the one attached hereto as Exhibit F;
- 5.1.7. Approval of a Long Notice substantially similar to the one attached hereto as Exhibit C;

- 5.1.8. Approval of a Claim Form substantially similar to the one attached hereto as Exhibit A; and
- 5.1.9. Appointment of the Settlement Administrator.
- 5.2. The Long Notice, Short Notice, and Claim Form shall be reviewed by the Settlement Administrator and may be revised as agreed by the Parties prior to the submission to the Court for approval.
- 5.3. After entry by the Court of a Preliminary Approval Order, and no later than thirty-five (35) days before the Final Approval Hearing, Settlement Class Representatives shall file a motion seeking final approval of the Settlement and entry of a Final Approval Order and Judgment, including a request that the preliminary certification of the Settlement Class for settlement purposes be made final.
- 5.4. Class Counsel shall share drafts of any memoranda in support of preliminary approval, final approval, and Attorneys' Fees and Expenses with Gunster at least two (2) Business Days before filing the same and shall consider any proposed edits by Gunster in good faith.

6. Effective Date and Termination

- 6.1. The Effective Date of the Settlement shall be the first Business Day after all of the following conditions have occurred:
 - 6.1.1. The Parties execute this Agreement;
 - 6.1.2. The Court enters the Preliminary Approval Order without material change to the Parties' agreed-upon proposed Preliminary Approval Order attached as Exhibit E, which shall include approval of the Notice Plan;
 - 6.1.3. Notice is provided to the Settlement Class in accordance with the Preliminary Approval Order and Notice Plan;

- 6.1.4. The Court enters the Final Approval Order and Judgment consistent with the requirements of Paragraph 2.19 and without material change to the Parties' agreed-upon proposed Final Approval Order and Judgment attached as Exhibit B; and
- 6.1.5. The Final Approval Order and Judgment has become final because (i) the time for appeal, petition, rehearing, or other review has expired; or (ii) if any appeal, petition, or request for rehearing or other review has been filed, the Final Approval Order and Judgment is affirmed without material change, or the appeal is dismissed or otherwise disposed of, and no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, and requests for rehearing or other review has expired.
- 6.2. Gunster may, in its sole discretion, terminate this Agreement if more than a specified number of Settlement Class Members submit valid and timely requests to exclude themselves from the Settlement, as agreed to by the Parties in a separate writing that has been executed by them contemporaneously with the execution of this Agreement, and, if requested, submitted to the Court for *in camera* review. If Gunster elects to terminate the Settlement pursuant to this Paragraph 6.2, it shall provide written notice to Class Counsel no later than fifteen (15) Business Days after the Opt-Out Deadline.
- 6.3. This Settlement may be terminated by either the Settlement Class Representatives or by Gunster by serving on counsel for the opposing Party and filing with the Court a written notice of termination within ten (10) Business Days (or such longer time as may be agreed between Class Counsel and Gunster) after any of the following occurrences:

- 6.3.1. The Settlement Class Representatives and Gunster mutually agree to termination before the Effective Date;
 - 6.3.2. The Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Settlement as set forth in this Settlement Agreement;
 - 6.3.3. An appellate court reverses the Final Approval Order and Judgment, and the Settlement is not reinstated and finally approved without material change by the Court on remand;
 - 6.3.4. The Court or any reviewing appellate court incorporates material terms or provisions into, or deletes or strikes material terms or provisions from, or materially modifies, amends, or changes, the proposed Preliminary Approval Order, the Preliminary Approval Order, the proposed Final Approval Order and Judgment, the Final Approval Order and Judgment, or the Settlement; or
 - 6.3.5. The Effective Date does not occur.
- 6.4. If this Agreement is terminated under Paragraphs 6.2 or 6.3 above, the following shall occur:
- 6.4.1. Within ten (10) Business Days of receiving notice of any termination event from Gunster's Counsel, the Settlement Administrator shall pay to Gunster an amount equal to the Settlement Fund, together with any interest or other income earned thereon, less (i) any Taxes paid or due with respect to such income and (ii) any reasonable and necessary Administration and Notice Costs already actually incurred and paid or payable from the Settlement Fund pursuant to the terms of this Agreement;

- 6.4.2. The Parties shall return to the status quo in the Action as if the Parties had not entered into this Agreement;
- 6.4.3. Any Court orders approving certification of the Settlement Class and any other orders entered pursuant to this Agreement shall be null and void and vacated, and neither those orders nor any statements made in connection with seeking approval of the Agreement may be used in or cited by any person or Entity in support of claims or defenses or in support or in opposition to a class certification motion in connection with any further proceedings in the Action or in any other action, lawsuit, arbitration, or other proceeding involving any Released Claims; and
- 6.4.4. This Agreement shall become null and void, and the fact of this Settlement and that Gunster did not oppose certification of the Settlement Class shall not be used or cited by any person or entity in support of claims or defenses or in support of or in opposition to a class certification motion in connection with any further proceedings in the Action or in any other action, lawsuit, arbitration, or other proceeding involving, concerning, relating to or arising from (a) any Released Claims, (b) the Data Breach, or (c) any of the facts and circumstances alleged in the Action.

7. Settlement Benefits

- 7.1. All Settlement Class Members who submit an Approved Claim using the Claim Form, which is attached as Exhibit A to this Settlement Agreement, are eligible to receive:
- 7.2. Reimbursement for “Ordinary” Out-of-Pocket Losses and Ordinary Attested Time. All Settlement Class Members may submit a claim for Ordinary Out-of-Pocket Losses and/or Ordinary Attested Time as set forth herein up to a total of two thousand five hundred

dollars (\$2,500) per individual. The Settlement Fund will be used to pay valid and timely submitted claims for each of the following categories:

- 7.2.1 “Ordinary Out-of-Pocket Losses” are unreimbursed costs, losses, or expenditures incurred by a Settlement Class Member in responding to the notice of the Data Breach or in response to the Data Breach. Ordinary Out-of-Pocket Losses may include, without limitation, the following: (1) costs associated with accessing or freezing/unfreezing credit reports with any credit-reporting agency; (2) other miscellaneous expenses incurred related to any Ordinary Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (3) credit monitoring or other mitigative costs.
- 7.2.2 Settlement Class Members who elect to submit a claim for reimbursement of Ordinary Out-of-Pocket Losses must provide to the Settlement Administrator the information required to evaluate the claim as set forth in the Claim Form, including but not limited to: (1) the Settlement Class Member’s name and current address; (2) documentation supporting the unreimbursed cost, loss, or expenditure; and (3) a brief description of the documentation describing the nature of the cost, loss, or expenditure, if the nature of the cost, loss, or expenditure is not apparent from the documentation alone. Documentation supporting Ordinary Out-of-Pocket Losses can include receipts or other documentation not “self-prepared” by the Settlement Class Member 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 to other submitted documentation.

7.2.3 Whether or not they incurred Ordinary Out-of-Pocket Losses, Settlement Class Members may also submit a claim for up to seven (7) hours of time spent responding to receiving notice of the Data Breach at a rate of thirty dollars (\$30) per hour by providing an attestation and a brief description of: (1) the actions taken in response to receiving notice of the Data Breach; and (2) the time associated with each action (“Ordinary Attested Time”).

7.3 Reimbursement for “Extraordinary” Losses and Extraordinary Attested Time. In addition to submitting a claim for Ordinary Out-of-Pocket Losses and/or Ordinary Attested Time, Settlement Class Members who believe they have suffered identity theft, fraud, or other extraordinary losses may submit a claim for Extraordinary Losses and/or Extraordinary Attested Time up to thirty-five thousand dollars (\$35,000) per individual, in the aggregate as set forth herein. However, the total amount of compensation that can be claimed for Ordinary Out-of-Pocket Losses, Ordinary Attested Time, Extraordinary Losses, and Extraordinary Attested Time cannot exceed thirty-five thousand dollars (\$35,000) per individual.

7.3.1 “Extraordinary Losses” are unreimbursed costs, losses, or expenditures incurred by a Settlement Class Member that are fairly traceable to the Data Breach, and are costs, losses, or expenditures that are not reimbursable as Ordinary Out-of-Pocket Losses. Extraordinary Losses may include, without limitation, the unreimbursed costs, losses, or expenditures incurred as a result of identity theft or identity fraud, falsified tax returns, real estate title fraud, banking fraud, or other misuse of the Settlement Class Member’s personal information.

- 7.3.2 Settlement Class Members who elect to submit a claim for reimbursement of Extraordinary Losses must provide to the Settlement Administrator all information required to evaluate the claim as set forth in the Claim Form, including but not limited to: (1) the Settlement Class Member's name and current address; (2) documentation supporting the unreimbursed cost, loss, or expenditure; and (3) a brief description of the documentation describing the nature of the cost, loss, or expenditure, if the nature of the cost, loss, or expenditure is not apparent from the documentation alone. Documentation supporting Extraordinary Losses can include receipts or other documentation not "self-prepared" by the Settlement Class Member that documents the unreimbursed cost, loss, or expenditure incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.
- 7.3.3 Extraordinary Losses will be deemed "fairly traceable" if (1) the unreimbursed cost, loss, or expenditure was incurred in responding to the notice of the Data Breach or in response to the Data Breach and (2) the personal information used to commit identity theft, fraud, or other misuse consisted of the same type of personal information that was provided to Defendant prior to the Data Breach or that can be reasonably easily obtained on the basis of information that was provided to Defendant prior to the Data Breach.
- 7.3.4 Whether or not they incurred Extraordinary Losses and whether or not they made a claim for Ordinary Out-of-Pocket Losses or Ordinary Attested Time,

Settlement Class Members may also submit a claim for up to ten (10) hours of time spent remediating identity theft, fraud, or other misuse of their information related to the Data Breach at a rate of thirty dollars (\$30) per hour by providing an attestation and a brief description of: (1) the actions taken to remedy identity theft, fraud, or other misuse of their information related to the Data Breach; and (2) the time associated with each action (“Extraordinary Attested Time”). The total Attested Time (“Ordinary” and “Extraordinary” Attested Time, combined) that can be claimed cannot exceed ten (10) hours.

- 7.4 Credit Monitoring Services. Settlement Class Members, regardless of whether they make a claim for reimbursement, can elect to enroll in three (3) years of three bureau identity theft protection and credit monitoring services that will include the following features: (1) dark web scanning with user notification if potentially unauthorized use of a Settlement Class Member’s personal information is detected; (2) identity theft insurance; (3) real-time credit monitoring with Equifax, Experian, and TransUnion; and (4) access to fraud resolution agents. These services will be made available to all Settlement Class Members who choose to enroll regardless of whether they submit a claim for Ordinary Out-of-Pocket Losses, Ordinary Attested Time, Extraordinary Losses, and/or Extraordinary Attested Time. A unique redemption code allowing Settlement Class Members to enroll in these services will be sent to each Settlement Class Member who submits an Approved Claim for such services. The cost of providing the credit monitoring services described in this Paragraph 7.4 shall be paid from the Settlement Fund. For the avoidance of doubt, under no circumstances will Gunster be obligated to pay more than the Settlement Fund.

7.5 Settlement Class Members requesting any benefits under the Settlement must complete and submit either a hard copy or online Claim Form to the Settlement Administrator, postmarked or electronically submitted on or before the Claims Deadline. For Settlement Class Members seeking Ordinary Out-of-Pocket Losses, Ordinary Attested Time, Extraordinary Losses, and Extraordinary Attested Time, the Claim Form must be verified by the Settlement Class Member with an attestation that the claimant believes that the time and/or unreimbursed costs, losses, or expenditures claimed were incurred as a result of the Data Breach. Settlement Class Members who received written notice must include their Unique Class Member ID on their Claim Form. The Unique Class Member ID can be found on the Short Form Notice. Individuals who received substitute notice of the Data Breach must submit documentation demonstrating why they believe their information was impacted in the Data Breach.

7.6 Pro Rata Increase/ Reduction. If the total amount of Approved Claims submitted under Section 7 when aggregated with Administration and Notice Costs and Attorneys' Fees and Expenses as approved by the Court exceeds the amount of the Settlement Fund, then Approved Claims under Section 7 shall be reduced on a pro rata basis such that the total aggregate amount of Approved Claims under Section 7, Administration and Notice Costs, and Attorneys' Fees and Expenses does not exceed the amount of the Settlement Fund. If the total amount of Approved Claims submitted under Section 7, when aggregated with Administration and Notice Costs and Attorneys' Fees and Expenses as approved by the Court, is less than the amount of the Settlement Fund, then Approved Claims under Section 7 shall be increased on a pro rata basis such that the total aggregate amount of Approved Claims under Section 7, Administration and Notice Costs, and

Attorneys' Fees and Expenses equals (as reasonably close as possible without exceeding) the amount of the Settlement Fund. The Settlement Administrator shall reasonably exercise its discretion for purposes of implementing any pro rata increase or decrease provided herein to account for estimated, but not yet incurred, Administration and Notice Costs. For the avoidance of doubt, in no event shall Gunster's liability or obligation under this Settlement Agreement exceed the Settlement Fund.

7.7 Approved Claims will be paid via an electronic payment or a check mailed to the Settlement Class Member. Settlement Class Members will have ninety (90) days to cash the checks or electronically receive the payment, after which any uncashed checks will be void and the ability to receive the electronic payment will expire. If the aggregate value of void checks and lapsed electronic payments makes it economically feasible, such funds (after decreasing the total by the cost of any anticipated tax reporting requirements and other ancillary expenses) will be disbursed pro rata via a second round of payments issued to those who successfully received electronic payments or cashed checks issued during the first round of disbursement. After ninety (90) days of the second disbursement, any uncashed checks will be void and the ability to receive electronic payment will also expire. The aggregate value of void checks and unclaimed electronic payments after the second round (or, if there is no second round of checks, after the first round of checks) and/or remaining funds following the preparation of any required tax documents will be paid to increase the length of credit monitoring for those who elect it if possible, or if not, to the Florida Bar Foundation if approved by the Court. However, if the second round of payments is not economically feasible, funds remaining in the Settlement Fund will be directly given to the Florida Bar Foundation, if approved by the

Court. For the avoidance of doubt, as set forth in Paragraph 4.8 above, following its payment of the Settlement Fund monies as described in Section 3 of this Agreement, Gunster shall have no responsibility, financial obligation, or liability whatsoever with respect to payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes, penalties, interest, or other charges related to Taxes imposed on the Settlement Fund Account or its disbursements.

8. Information Security Enhancements

- 8.1 In response to the Data Breach and the Action, Gunster has further enhanced its data security infrastructure by, among other things, engaging in a comprehensive SOC II Type II review and audit; deploying a best in class EDR tool; implementing a centralized logging and monitoring solution with 24/7 third-party monitoring for log aggregation, threat detection, and response capabilities; enhancing backup solutions and disaster recovery protocols; expanding and hardening cloud environments; implementing enhanced access controls, including but not limited to a Privileged Access Management solution; enhancing application security testing; and engaging in a comprehensive review and modification of firewall rules and configurations.

9. Duties of Settlement Administrator

- 9.1. The Settlement Administrator shall perform the functions specified in this Agreement, any functions specified in the Notice Plan after Court approval, and any other functions approved by the Court. In addition to other responsibilities that are described elsewhere in this Agreement (and in the Notice Plan, once approved by the Court), the duties of the Settlement Administrator shall include:
- 9.1.1. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members. Specifically, the Settlement Administrator, in its

sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has provided all information required to complete the Claim Form by the Claims Deadline, including any documentation that may be necessary to reasonably support amounts claimed under Paragraphs 7.2 and 7.3; and (iii) the information submitted would lead a reasonable person to conclude, for a Settlement Claim for Ordinary Out-of-Pocket Losses, Ordinary Attested Time, Extraordinary Losses, and/or Extraordinary Attested Time submitted under Paragraphs 7.2 and 7.3, that the alleged losses and time are fairly traceable to the Data Breach.

- 9.1.2. The Settlement Administrator may at any time (but is not required to) request from the claimant (including via email) supplemental claim information as the Settlement Administrator may reasonably require in order to evaluate the Settlement Claim, *e.g.*, documentation requested on the Claim Form and information regarding the claimed losses. If supplemental claim information is requested, the Settlement Administrator shall give the claimant reasonable time in the Settlement Administrator's discretion but not exceeding thirty (30) days to provide the supplemental information before rejecting the claim. Requests for supplemental claim information shall be made as promptly as reasonably possible after the Claims Deadline (or earlier in the discretion of the Settlement Administrator). If the supplemental claim information does not cure a claim defect as reasonably determined by the Settlement Administrator, then the Settlement Claim will be deemed invalid and there shall be no obligation to pay the Settlement Claim. For the avoidance of doubt, the Settlement Administrator

is not required to request supplemental claim information, and in reasonably exercising its discretion, may deny a claim without requesting supplemental claim information.

- 9.1.3. Establishing and maintaining a post office box for, among other things, receiving requests for exclusion from the Settlement;
- 9.1.4. Establishing and maintaining a Settlement website;
- 9.1.5. Responding to Settlement Class Member inquiries via U.S. mail, email, or telephone;
- 9.1.6. Establishing a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries;
- 9.1.7. Paying all Taxes relating to the Settlement Fund and Settlement Fund Account;
- 9.1.8. Receiving and processing all written requests for exclusion from the Settlement and providing copies thereof to the Parties' Counsel. If the Settlement Administrator receives any requests for exclusion or other requests after the Opt-Out Deadline, the Settlement Administrator shall promptly provide copies thereof to the Parties' Counsel;
- 9.1.9. Providing weekly reports that summarize the number of claims, written requests for exclusion, objections, and any other information requested by the Parties' Counsel;
- 9.1.10. Within five (5) Business Days after the Opt-Out Deadline, providing a final report to the Parties' Counsel summarizing the number of written requests for exclusion (*i.e.*, requests to opt out), a list of all individuals who have timely and validly excluded themselves from the Settlement in accordance with the

requirements of the Settlement, and any other information requested by the Parties' Counsel;

9.1.11. After the Effective Date, processing and transmitting any and all distributions to Settlement Class Members;

9.1.12. Prior to the Final Approval Hearing, preparing and executing an affidavit or declaration to submit to the Court that identifies each Settlement Class Member who timely and validly requested exclusion from the Settlement; and

9.1.13. Performing any other functions that the Parties jointly agree are necessary to accomplish administration of the Settlement.

9.2. As specified in Paragraph 3.2, all Administration and Notice Costs incurred by the Settlement Administrator or otherwise in connection with administering the Settlement shall be paid from the Settlement Fund.

9.3. Neither the Parties nor the Parties' Counsel shall have any liability whatsoever with respect to any act or omission of the Settlement Administrator, or any of its designees or agents, in connection with its performance of its duties under this Agreement, or under the Notice Plan once approved by the Court.

9.4. The Settlement Administrator shall indemnify and hold harmless the Parties and the Parties' Counsel for any liability arising from any act or omission of the Settlement Administrator, or any of its designees or agents, in connection with its performance of its duties under this Agreement, or under the Notice Plan once approved by the Court.

10. Notice Plan

10.1. The Settlement Administrator shall be responsible for implementing and executing the Notice Plan. Within fourteen (14) days after the Court's entry of a Preliminary Approval

Order, Gunster shall provide the Settlement Administrator with available contact information for Settlement Class Members.

10.2. Should the Settlement be terminated for any of the reasons identified in Paragraphs 6.2 or 6.3, the Settlement Administrator shall immediately destroy all contact information received from Gunster for Settlement Class Members.

10.3. As specified in Paragraph 3.2, all costs incurred by the Settlement Administrator or otherwise relating to providing notice to Settlement Class Members shall be paid from the Settlement Fund.

11. Covenants Not to Sue

11.1. The Settlement Class Representatives covenant and agree: (i) not to file, commence, prosecute, intervene in, or participate in (as class members or otherwise) any action in any jurisdiction based on or relating to any Released Claim, or the facts and circumstances relating thereto, against any of the Released Parties; (ii) not to organize or solicit the participation of Settlement Class Members, or persons who would otherwise fall within the definition of Settlement Class Member but who requested to be excluded from the Settlement, in a separate class for purposes of pursuing any action based on or relating to any Released Claim or the facts and circumstances relating thereto, against any of the Released Parties; and (iii) that the foregoing covenants and this Agreement shall be a complete defense to any Released Claim against any of the Released Parties.

12. Representations and Warranties

12.1. Each Party represents that:

- (i) such Party has the full legal right, power, and authority to enter into and perform this Agreement, subject to Court approval;
- (ii) such Party is voluntarily entering into the Agreement as a result of arm's-length negotiations conducted by its counsel;

- (iii) such Party is relying solely upon its own judgment, belief, and knowledge, and the advice and recommendations of its own independently selected counsel, concerning the nature, extent, and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof;
- (iv) such Party has been represented by, and has consulted with, the counsel of its choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and has been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein;
- (v) the execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated by this Agreement have been duly authorized by such Party;
- (vi) except as provided herein, such Party has not been influenced to any extent whatsoever in executing the Agreement by representations, statements, or omissions pertaining to any of the foregoing matters by any Party or by any person representing any Party to the Agreement;
- (vii) each of the Parties assumes the risk of mistake as to facts or law;
- (viii) this Agreement constitutes a valid, binding, and enforceable agreement; and
- (ix) no consent or approval of any person or Entity is necessary for such Party to enter into this Agreement.

12.2. The Settlement Class Representatives represent and warrant that they have not assigned or otherwise transferred any interest in any of the Released Claims against any of the Released Parties, and further covenant that they will not assign or otherwise transfer any interest in any of the Released Claims against any of the Released Parties.

12.3. The Settlement Class Representatives represent and warrant that they have no surviving claim or cause of action against any of the Released Parties with respect to any of the Released Claims.

13. Releases

13.1. As of the Effective Date, all Releasing Parties, on behalf of themselves, their heirs, assigns, beneficiaries, executors, administrators, insurers, predecessors, and successors,

and any other person purporting to claim on their behalf, hereby expressly, generally, absolutely, unconditionally, and forever release and discharge any and all Released Claims against the Released Parties, except for claims relating to the enforcement of the Settlement or Agreement.

- 13.2. The Parties expressly intend that all Released Parties, including Released Parties who are third-party beneficiaries (*e.g.*, current and former clients whose information was impacted in the Data Breach), shall have the right to directly enforce the Releases herein.
- 13.3. The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein. Notwithstanding any other provision of this Agreement (including, without limitation, this Section), nothing in this Agreement shall be deemed to in any way impair, limit, or preclude the Parties' rights to enforce any provision of this Agreement, or any court order implementing this Agreement, in a manner consistent with the terms of this Agreement.
- 13.4. Within ten (10) Business Days after the Effective Date, Class Counsel and the Settlement Class Representatives shall dismiss with prejudice all claims, Actions, or proceedings that are released pursuant to this Agreement.

14. No Admission of Wrongdoing

- 14.1. This Agreement compromises claims which are contested in good faith, and it shall not be deemed an admission by any of the Parties as to the merits of any claim or defense. This Agreement shall not be offered or received against Gunster or any Gunster Persons as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by Gunster or any Gunster Persons with respect to the truth of any fact alleged by any Settlement Class Representative or any Settlement Class Member or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of Gunster or any Gunster Persons.
- 14.2. This Agreement shall not be construed as or received in evidence as an admission, concession, or presumption against any Settlement Class Representative or any Settlement Class Member that any of their claims are without merit, or that any defense asserted by Gunster has any merit, or that damages recoverable in the Action would not have exceeded the Settlement Fund.
- 14.3. The negotiation, terms, and entry of the Parties into this Agreement shall remain subject to the provisions of Florida Statute Section 90.408, all similar state and federal statutes, all similar state and federal rules of evidence, and arbitral rules, and the mediation privilege.
- 14.4. Notwithstanding the foregoing provisions of this Section 14 or any other terms in this Settlement, Gunster may use, offer, admit, or refer to this Agreement and to the Settlement, if approved, where it deems necessary to defend itself in any other action, or in any judicial, administrative, regulatory, arbitral, or other proceeding, as it deems

necessary to comply with or address regulatory and/or disclosure obligations, to pursue insurance and/or other indemnification, and/or to enforce this Agreement and the Settlement, including the releases contained therein.

15. Opt-Outs

- 15.1. Any individual who wishes to exclude themselves from the Settlement must submit a written request for exclusion to the Settlement Administrator, which shall be postmarked or submitted electronically no later than the Opt-Out Deadline.
- 15.2. The written request for exclusion must:
- (i) Identify the case name of the Action;
 - (ii) Identify the name and address of the individual seeking exclusion from the Settlement;
 - (iii) Be personally signed by the individual seeking exclusion;
 - (iv) Include a statement clearly indicating the individual's intent to be excluded from the Settlement; and
 - (v) Request exclusion only for that one individual whose personal signature appears on the request.
- 15.3. Opt-out requests seeking exclusion on behalf of more than one individual shall be deemed invalid by the Settlement Administrator.
- 15.4. Any individual who submits a valid and timely request for exclusion in the manner described herein shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Agreement; (iii) gain any rights by virtue of the Agreement; or (iv) be entitled to object to any aspect of the Settlement.
- 15.5. Any individual who does not submit a valid and timely request for exclusion in the manner described herein shall be deemed to be a Settlement Class Member upon

expiration of the Opt-Out Deadline, and shall be bound by all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

- 15.6. Class Counsel agree that this Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class Members.

16. Objections

- 16.1. Any Settlement Class Member who wishes to object to the Settlement must submit a written objection to the Court on or before the Objection Deadline, as specified in the Preliminary Approval Order.
- 16.2. The written objection must include:
- (i) The case name and number of the Action;
 - (ii) The name, address, and telephone number of the objecting Settlement Class Member and, if represented by counsel, of his/her counsel;
 - (iii) A statement of whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
 - (iv) A statement of the specific grounds for the objection; and
 - (v) A statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel.
- 16.3. In addition to the foregoing requirements, if an objecting Settlement Class Member intends to speak at the Final Approval Hearing (whether *pro se* or through an attorney), the written objection must include a detailed description of any evidence the objecting Settlement Class Member may offer at the Final Approval Hearing, as well as copies of any exhibits the objecting Settlement Class Member may introduce at the Final Approval Hearing.
- 16.4. Any Settlement Class Member who fails to object to the Settlement in the manner described in this Agreement, the Preliminary Approval Order, and in the notice provided

pursuant to the Notice Plan shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or the terms of this Agreement by appeal or any other means.

17. Attorneys' Fees and Expenses

- 17.1. Class Counsel shall submit a request to the Court for payment of Attorneys' Fees, expressed as a percentage of the value conferred by the Settlement on the Settlement Class, and for reimbursement of Expenses incurred in prosecuting and settling the Action. Any request for Attorneys' Fees and Expenses must be filed with the Court at least thirty-five (35) days before the Objection Deadline. If approved by the Court, such Attorneys' Fees and Expenses shall be paid by the Settlement Administrator from the Settlement Fund within twenty-one (21) Business Days after the Effective Date. For the avoidance of doubt, Attorneys' Fees and Expenses shall be paid from the Settlement Fund.
- 17.2. Gunster agrees not to oppose any request to the Court for Attorneys' Fees and Expenses, provided such request does not exceed thirty percent of the Settlement Fund. For the avoidance of doubt, Attorneys' Fees and Expenses shall be paid from the Settlement Fund.
- 17.3. The Parties agree that the effectiveness of this Agreement is not contingent upon the Court's approval of the payment of any Attorneys' Fees or Expenses. If the Court declines to approve, in whole or in part, a request for Attorneys' Fees or Expenses, all remaining provisions in this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the payment of Attorneys' Fees or Expenses, or the amount thereof, shall be grounds for cancellation or termination of this Agreement.

18. Confidentiality

- 18.1. The Parties and the Parties' Counsel agree that the terms of this Settlement shall remain confidential and shall not be disclosed until the Agreement is publicly filed in connection with the Settlement Class Representatives' motion seeking a Preliminary Approval Order. Notwithstanding the foregoing, Gunster may disclose this Agreement for legal, compliance, and regulatory-related purposes.

19. Notices

- 19.1. All notices to Class Counsel provided for in this Agreement shall be sent by email and First Class U.S. mail to the following:

John A. Yanchunis
MORGAN & MORGAN
COMPLEX LITIGATION GROUP
201 North Franklin Street 7th Floor
Tampa, FL 33602
JYanchunis@forthepeople.com

Brian Murray
GLANCY PRONGAY & MURRAY LLP
230 Park Avenue, Suite 358
New York, NY 10169
bmurray@glancylaw.com

- 19.2. All notices to Gunster or Gunster's Counsel provided for in this Agreement shall be sent by email and First Class U.S. mail to the following:

Kristine M. Brown
Donald M. Houser
ALSTON & BIRD LLP
1201 West Peachtree Street NW
Atlanta, GA 30309
kristine.brown@alston.com
donald.houser@alston.com

and to:

Jacqueline Arango

AKERMAN LLP
Three Brickell City Centre
98 Southeast Seventh Street
Suite 1100
Miami, FL 33131
jacqueline.arango@akerman.com

and to:

Clinton Losego
GUNSTER, YOAKLEY & STEWART, PA
Brickell World Plaza
600 Brickell Ave., Suite 3500
Miami, FL 33131
closego@gunster.com

- 19.3. All notices to the Settlement Administrator provided for in this Agreement shall be sent by either email or First Class U.S. mail to the following:

Whalen v. Gunster, Yoakley & Stewart, PA,
Settlement Administrator – GUL
PO Box 301132
Los Angeles, CA 90030-1132
Info@gysdatabreachsettlement.com

- 19.4. The notice recipients and addresses designated in this Section may be changed by written notice posted to the Settlement website.

20. Miscellaneous Provisions

- 20.1. Further Steps. The Parties agree that they each shall undertake any further required steps to effectuate the purposes and intent of this Agreement.
- 20.2. Cooperation. The Parties: (i) acknowledge that it is their intent to consummate this Settlement Agreement and (ii) agree to cooperate to the extent reasonably necessary to effect and implement all terms and conditions of the Settlement Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of the Settlement Agreement.

- 20.3. Contractual Agreement. The Parties understand and agree that all terms of this Agreement, including the exhibits hereto, are contractual and are not a mere recital, and each signatory warrants that he or she is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that he or she represents.
- 20.4. Headings. Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.
- 20.5. Integration. Subject to Paragraph 6.2 above, this Agreement constitutes the entire agreement among the Parties and no representations, warranties, or inducements have been made to any Party concerning this Agreement other than the representations, warranties, and covenants expressly contained and memorialized herein.
- 20.6. Exhibits. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.
- 20.7. Drafting. The language of all parts of this Agreement shall in all cases be construed as a whole, according to their fair meaning, and not strictly for or against any Party. No Party shall be deemed the drafter of this Agreement. The Parties acknowledge that the terms of the Agreement are contractual and are the product of negotiations between the Parties and their counsel. Each Party and their counsel cooperated in the drafting and preparation of the Agreement. In any construction to be made of the Agreement, the Agreement shall not be construed against any Party and any canon of contract interpretation to the contrary shall not be applied.


- 20.8. Modification or Amendment. This Agreement may not be modified or amended, nor may any of its provisions be waived, except by an express writing signed by the Parties who executed this Agreement, or their successors.
- 20.9. Waiver. The failure of a Party to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.
- 20.10. Severability. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder.
- 20.11. Counterparts. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court. This Agreement may be executed using DocuSign.
- 20.12. Electronic Mail. Transmission of a signed Agreement by electronic mail shall constitute receipt of an original signed Agreement by mail.
- 20.13. Successors and Assigns. The Agreement shall be binding upon, and inures to the benefit of, the heirs, executors, successors, and assigns of the Parties hereto.

- 20.14. Governing Law. All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of Florida.
- 20.15. Interpretation. The following rules of interpretation shall apply to this Agreement:
- (i) Definitions apply to the singular and plural forms of each term defined.
 - (ii) Definitions apply to the masculine, feminine, and neuter genders of each term defined.
 - (iii) Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall not be limiting but rather shall be deemed to be followed by the words “without limitation.”
- 20.16. Fair and Reasonable. The Parties and the Parties’ Counsel believe this Agreement is a fair and reasonable compromise of the disputed claims and in the best interest of the Parties. The Parties have arrived at this Agreement as a result of extensive arms-length negotiations.
- 20.17. Retention of Jurisdiction. The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court, and the Court shall retain jurisdiction over the Settlement and the Parties for the purpose of enforcing the terms of this Agreement. The Court also shall retain exclusive jurisdiction over any determination of whether any subsequent suit is released by the Settlement Agreement.
- 20.18. Third-Party Beneficiaries. It is the Parties’ intent that all third parties who are Released Parties as defined in Paragraph 2.32 shall benefit from this Agreement and shall be entitled to enforce the Agreement, including its releases, fully and directly. By way of example but without limitation, it is the Parties’ intent that such Released Parties shall be entitled to fully and directly enforce the releases in response to any action, lawsuit, or proceeding asserting a Released Claim.

- 20.19. No Government Third-Party Rights or Beneficiaries. No government agency or official can claim any rights under this Agreement or Settlement.
- 20.20. No Collateral Attack. The Settlement Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after the Judgment is entered.
- 20.21. Public Statements. The Parties agree not to make disparaging statements to the press regarding the Settlement or any Party. Subject to the confidentiality provision in Paragraph 18.1, the Parties may publicly discuss the Settlement, the terms of the Settlement, any matter addressed in Plaintiffs' motion for Preliminary Approval Order, or any other matter as required by law or regulation.


IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or by their duly authorized counsel:

**Class Counsel on behalf of the Settlement
Class Representatives and the Settlement
Class:**



John Allen Yanchunis (Feb 7, 2025 10:59 EST)


Name: John A. Yanchunis
Date: Feb 7, 2025




Brian Murray (Feb 6, 2025 17:15 EST)

Name: Brian Murray
Date: Feb 6, 2025

Settlement Class Representatives




Name: Mary Jane Whalen
Date:



Name: Christine V. Rona
Date:

**Defendant Gunster, Yoakley & Stewart,
PA**



Clinton Losego (Feb 6, 2025 17:04 EST)

Name: Clinton R. Losego
Title: Co-General Counsel and Authorized
Representative of Gunster
Date: Feb 6, 2025

Exhibit B

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA**

**MARY JANE WHALEN and CHRISTINE
V. RONA**, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

**GUNSTER, YOAKLEY &
STEWART, PA**

Defendant.

Case No. 25-CA-000550

**DECLARATION OF JOHN A. YANCHUNIS IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT**

I declare under penalty of perjury hereby as follows:

1. John A. Yanchunis of Morgan and Morgan Complex Litigation Group, proposed Class Counsel¹ in this action (“Plaintiffs’ Counsel” or proposed “Class Counsel”) hereby submits this Declaration in connection with Mary Jane Whalen and Christine V. Rona’s (“Plaintiffs” or proposed “Settlement Class Representatives”) Unopposed Motion for Preliminary Approval of the Class Action Settlement with Defendant, Gunster, Yoakley & Stewart, PA (“Gunster” or “Defendant”)

I. PROCEDURAL HISTORY AND SETTLEMENT NEGOTIATIONS

2. On or around November 27, 2022, Gunster determined that third-party cybercriminals had gained access to Gunster’s systems (*i.e.*, the “Data Breach”). Defendant notified impacted individuals of the Data Breach beginning on or around August 2023. On May

¹ All capitalized terms used in this joint declaration shall have the same meanings as set forth in the Settlement Agreement (Exhibit 1).

13, 2024, Mary Jane Whalen (“Whalen”) filed a putative class action complaint against Gunster in the United States District Court for the Southern District of Florida, asserting claims arising out of the Data Breach (the “Federal Action”). On August 15, 2024, Gunster moved to dismiss Whalen’s complaint for failure to state a claim. On September 17, 2024, Plaintiff Whalen filed her amended complaint, which, among other changes, added an additional Plaintiff, Christine V. Rona (“Rona”). On October 1, 2024, the Parties engaged in a full-day, in-person mediation session before former United States Magistrate Judge, Diane M. Welsh (ret.), a nationally recognized and experienced mediator with expertise in data breach class actions. Over the course of the day, the Parties engaged in arm’s length, hard-fought negotiations, and with the assistance of Judge Welsh, the Parties reached an agreement in principle, the terms of which were later finalized by way of the Settlement Agreement and its attached exhibits, which were filed in the Federal Action. On January 24, 2025, the Parties filed a joint stipulation of dismissal without prejudice in the Federal Action, which terminated the Federal Action. Out of concern that the federal court lacked subject matter jurisdiction, the Parties decided that dismissal of the Federal Action was warranted, and that the case should be refiled in a Florida state court which would have jurisdiction, without question, over the Parties and the subject matter of the claims presented in this case. Accordingly, on January 24, 2025, Plaintiffs Whalen and Rona filed a putative class action complaint (i.e., the “Complaint”) against Gunster in this Court, asserting claims arising out of the Data Breach. The Settlement Agreement was then re-executed, subject to preliminary and final approval by the Court.

II. THE SETTLEMENT AND ITS BENEFITS

3. The Settlement Agreement negotiated on behalf of the Settlement Class provides for the creation of a non-reversionary cash settlement fund in the amount of eight million five

hundred thousand United States Dollars \$8,500,000.00 (Settlement Amount) (the “Settlement Fund”). SA ¶ 2.39. The Settlement Fund shall be used to pay for (i) Administration and Notice Costs; (ii) the Approved Claims; and (iii) the Attorneys’ Fees and Expenses. SA ¶ 3.2.

4. Reimbursement for “Ordinary” Out-of-Pocket Losses and Ordinary Attested Time:

All Settlement Class Members may submit a claim for Ordinary Out-of-Pocket Losses and/or Ordinary Attested Time up to a total of two thousand five hundred dollars (\$2,500) per Settlement Class Member. SA ¶ 7.2. The Settlement Fund will be used to pay valid and timely submitted claims for each of the following categories: (1) costs associated with accessing or freezing/unfreezing credit reports with any credit-reporting agency; (2) other miscellaneous expenses incurred related to any Ordinary Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (3) credit monitoring or other mitigative costs. SA ¶ 7.2.1. Such claims will be evaluated by the Settlement Administrator as per the process set out in the Settlement Agreement.

Whether or not they incurred Ordinary Out-of-Pocket Losses, Settlement Class Members may also submit a claim for up to seven (7) hours of time spent responding to receiving notice of the Data Breach at a rate of thirty dollars (\$30) per hour. SA ¶ 7.2.3.

5. Reimbursement for “Extraordinary” Losses and Extraordinary Attested Time: In addition to submitting a claim for Ordinary Out-of-Pocket Losses and/or Ordinary Attested Time, Settlement Class Members who believe they have suffered identity theft, fraud, or other extraordinary losses may submit a claim for Extraordinary Losses and/or Extraordinary Attested Time up to thirty-five thousand dollars (\$35,000) per individual, in the aggregate as set forth in the Settlement Agreement. SA ¶ 7.3. The total amount of compensation that can be claimed for Ordinary Out-of-Pocket Losses, Ordinary Attested Time, Extraordinary Losses and Extraordinary

Attested Time cannot exceed \$35,000 per individual. *Id.* Such claims will be evaluated by the Settlement Administrator as per the process set out in the Settlement Agreement, which specifies that Claims for Ordinary Out-of-Pocket Losses and Extraordinary Losses shall require supporting third-party documentation. SA, ¶7.2.2 and ¶7.3.2. Whether or not they incurred Extraordinary Losses and whether or not they made a claim for Ordinary Out-of-Pocket Losses or Ordinary Attested Time, Settlement Class Members may submit a claim for up to ten (10) hours of time spent remediating identity theft, fraud, or other misuse of their information related to the Data Breach at a rate of thirty dollars (\$30) per hour. SA ¶ 7.3.4. The total Attested Time (“Ordinary” and “Extraordinary” Attested Time, combined) that can be claimed cannot exceed ten (10) hours. *Id.*

6. Credit Monitoring Services: Settlement Class Members, regardless of whether they make a claim for reimbursement, can elect to enroll in three (3) years of three bureau identity theft protection and credit monitoring services under the Settlement Agreement that will include the following features: (1) dark web scanning with user notification if potentially unauthorized use of a Settlement Class Member’s personal information is detected; (2) identity theft insurance; (3) real-time credit monitoring with Equifax, Experian, and TransUnion; and (4) access to fraud resolution agents. SA ¶ 7.4. The cost of providing the credit monitoring services described here shall be paid from the Settlement Fund.

7. Pro Rata Increase or Reduction of Approved Claims: If the total amount of Approved Claims submitted (as determined in the process set out in SA ¶ 7.5), when aggregated with Administration and Notice Costs and Attorneys’ Fees and Expenses as approved by the Court, is less than the amount of the Settlement Fund, then Approved Claims shall be increased or reduced on a pro rata basis such that the total aggregate amount of Approved Claims, Administration and

Notice Costs, and Attorneys' Fees and Expenses equals (as reasonably close as possible without exceeding) the amount of the Settlement Fund. SA ¶ 7.6. The Settlement Administrator shall reasonably exercise its discretion for purposes of implementing any pro rata increase or reduction provided therein to account for estimated, but not yet incurred, Administration and Notice Costs. SA ¶ 7.6.

8. Payment of Approved Claims: Approved Claims will be paid via an electronic payment, or a check mailed to the Settlement Class Member. SA ¶ 7.7. Settlement Class Members will have ninety (90) days to cash the checks or electronically receive the payment, after which any uncashed checks will be void and the ability to receive the electronic payment will expire. *Id.* If the aggregate value of void checks and lapsed electronic payments makes it economically feasible, such funds (after decreasing the total by the cost of any anticipated tax reporting requirements and other ancillary expenses) will be disbursed pro rata via a second round of payments issued to those who successfully received electronic payments or cashed checks issued during the first round of disbursement. *Id.* After ninety (90) days of the second disbursement, any uncashed checks will be void and the ability to receive electronic payment will also expire. *Id.* The aggregate value of void checks and unclaimed electronic payments after the second round (or, if there is no second round of checks, after the first round of checks) and/or remaining funds following the preparation of any required tax documents will be paid to increase the length of credit monitoring for those who elect it if possible, or if not, to the Florida Bar Foundation if approved by the Court. *Id.* However, if the second round of payments is not economically feasible, funds remaining in the Settlement Fund will be directly given to the Florida Bar Foundation, if approved by the Court. *Id.*

9. Information Security Enhancements: In response to the Data Breach and the Action, Gunster has further enhanced its data security infrastructure by, among other things, engaging in a comprehensive SOC II Type II review and audit; deploying a best in class EDR tool; implementing a centralized logging and monitoring solution with 24/7 third-party monitoring for log aggregation, threat detection, and response capabilities; enhancing backup solutions and disaster recovery protocols; expanding and hardening cloud environments; implementing enhanced access controls, including but not limited to a Privileged Access Management solution; enhancing application security testing; and engaging in a comprehensive review and modification of firewall rules and configurations. SA ¶8.1.

III. THE NOTICE PROGRAM

10. Subject to the Court's approval, the Parties have agreed, subject to Court approval, to use Verita Global, LLC as the Settlement Administrator in this case, a company experienced in administering class action settlements generally and specifically those of the type provided for and made in data breach litigation. *Id.* at ¶ 1.32. Subject also to the Court's approval, the Parties propose a Notice Plan (Exhibit D) requiring a customary form of short notice to be mailed (and, where possible, emailed) to Settlement Class Members and a customary long form notice ("Long Notice"). Notice Plan, Exhibit D ¶ 9. The Settlement Class consists of approximately 746,000 Settlement Class Members, approximately 549,000 of which will be provided with direct notice to their last-known address. The remainder of the class will be provided with notice through a media campaign, as described in the Notice Plan. *Id.* Verita Global, LLC ("Settlement Administrator") will establish and maintain a dedicated settlement website that will be updated throughout the claims period with the Long Notice and Claim Form approved by the Court, as well as the Settlement Agreement. Notice Plan, Exhibit D ¶18. The Settlement Administrator

will also maintain a toll-free help line, post office box, and e-mail address where Settlement Class Members may submit hard copy Claim Forms, exclusion requests and other case correspondence to allow Settlement Class Members to easily correspond with Verita. Exhibit D ¶¶18-20.

11. Opt-Outs: Any individual who wishes to exclude themselves from the Settlement must submit a written request for exclusion to the Settlement Administrator, as laid down in the Settlement Agreement, which shall be postmarked or submitted electronically no later than the Opt-Out Deadline. SA ¶ 15.1-15.2. Any individual who submits a valid and timely request for exclusion shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Agreement; (iii) gain any rights by virtue of the Agreement; or (iv) be entitled to object to any aspect of the Settlement. SA ¶ 15.4. Any individual who does not submit a valid and timely request for exclusion in the manner described therein shall be deemed to be a Settlement Class Member upon expiration of the Opt-Out Deadline, and shall be bound by all subsequent proceedings, orders, and judgments applicable to the Settlement Class. SA ¶ 15.5.

12. Objections: Any Settlement Class Member who wishes to object to the Settlement must submit a written objection to the Court on or before the Objection Deadline, as specified in the Preliminary Approval Order. SA ¶ 16.1. Any Settlement Class Member who fails to object to the Settlement in the manner described in the Agreement, the Preliminary Approval Order, and in the notice provided pursuant to the Notice Plan shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or the terms of the Agreement by appeal or any other means. SA ¶ 16.4.

13. Claims Process: The timing of the claims process is structured to ensure that all Settlement Class Members have adequate time to review the terms of the Settlement Agreement, make a claim or decide whether they would like to opt-out or object. The Claim Form, attached to the Settlement Agreement as Exhibit A, is written in plain language to facilitate Settlement Class Members' ease in completing it.

IV. QUALIFICATIONS OF PROPOSED CLASS COUNSEL JOHN A. YANCHUNIS OF MORGAN AND MORGAN COMPLEX LITIGATION GROUP

14. I lead Morgan & Morgan's class action group. Morgan & Morgan is America's largest injury law firm with over 1,000 lawyers in offices throughout the United States. Its depth as a trial firm, and its self-funded financial resources, allow it to undertake the largest and most significant cases throughout the country. My career as a trial lawyer began over 42 years ago following the completion of a two-year clerkship with United States District Judge Carl O. Bue, Southern District of Texas (now deceased)—and I have efficiently and expeditiously led many privacy-related Multidistrict Litigation (MDL) and non-MDL class action proceedings, including as Lead or Co-Lead Counsel in some of the largest privacy class actions. I have focused my practice on class action litigation for over 28 years.

15. I began my work in privacy litigation in 1999 with the filing of *In re Doubleclick Inc. Privacy Litigation*, 154 F. Supp. 2d 497 (S.D.N.Y. 2001), alleging privacy violations based on the placement of cookies on hard drives of internet users. Beginning in 2003, I served as co-Lead Counsel in the successful prosecution and settlement of privacy class action cases involving the protection of privacy rights of more than 200 million consumers under the Driver's Protection Privacy Act (DPPA) against the world's largest data and information brokers, including Experian, R.L. Polk, Acxiom, and Reed Elsevier (which owns Lexis/Nexis). *See Fresco v. Automotive*

Directions, Inc., No. 03-61063-JEM (S.D. Fla.), and *Fresco v. R.L. Polk*, No. 07-cv-60695-JEM (S.D. Fla.). Subsequently, he also served as co-Lead Counsel in the DPPA class cases, *Davis v. Bank of America*, No. 05-cv-80806 (S.D. Fla.) (\$10 million class settlement), and *Kehoe v. Fidelity Fed. Bank and Trust*, No. 03-cv-80593 (S.D. Fla.) (\$50 million class settlement).

16. As a result of my experience in insurance and complex litigation, beginning in 2005, I was selected by Tom Gallagher, the Chief Financial Officer for the state of Florida and a member of the Florida Cabinet, to serve as lead counsel for the Florida Department of Financial Services and the Florida Department of Insurance Regulation (the insurance regulators of Florida) in their investigations of the insurance industry on issues concerning possible antitrust activity and other possible unlawful activities regarding the payment of undisclosed compensation to insurance brokers. I served as lead regulator counsel and worked with a core group of state Attorneys General from the National Association of Attorneys General, which were selected to conduct the investigations. The insurance regulator for Florida was the only insurance regulator in the group. The litigation that was filed and the related investigations netted millions of dollars in restitution for Florida consumers and resulted in significant changes in the way commercial insurance is sold in Florida and across the country.

17. During my career, I have tried numerous cases in state and federal courts, including one of the largest and longest insurance coverage cases in U.S. history, which was filed in 1991 by the Celotex Corporation and its subsidiary, Carey Canada, Inc. During the seventeen years the case pended, I served as lead counsel for several insurance companies regarding coverage for asbestos and environmental claims. The case was tried in three phases over several years beginning in 1992. I was also lead counsel for these parties in the subsequent appeals that followed a judgment in favor of my clients.

18. I have been appointed and served in leadership positions in most of the largest data breach cases filed in the area of privacy and data breaches: *In re: Capital One Consumer Data Security Breach Litigation*, No. 1:19-MD-2915-AJT (E.D. Va.) (settlement for \$190,000,000 approved for 98 million consumers), a case litigated by two of the law firms seeking interim class counsel in this case, along with a third firm. With almost no assistance from any other firms other than to assist in preparing their individual clients for deposition, I and my two co-lead attorneys and our respective staffs took this case almost to trial before Capital One and Amazon agreed to settle the case. In his order approving the settlement, United States District Judge Anthony Trenga found that:

In pursuing this complex, years-long litigation, Class Counsel engaged in, inter alia, extensive discovery—including reviewing nearly three million pages of documents and taking nearly fifty depositions—and significant motion practice—including for class certification, summary judgment, and expert exclusion. In total, Class Counsel devoted more than 65,000 hours to what Plaintiffs call “almost undoubtedly, the most heavily litigated data breach case in history. *In Re: Capital One Consumer Data Security Breach Litigation*, 1:19-md-02915-AJT (E.D. Va.) [Doc. No. 2231] at 1.

19. In an order approving the proposed attorneys’ fees, Judge Trenga wrote:

Factor 1, Results for the Class: This Court previously commended Class and Defense Counsel at the September 8, 2022 Final Approval Hearing for the “exceptional outcome for all the parties given the difficult legal issues,” calling it an “outstanding result” attributed “in no small measure, to counsel, counsel’s efforts, and . . . the level of competence and professionalism that they’ve brought to every aspect of this case.” [Doc. No. 2261] at 30:19-31:3. The Court stands by that statement. Class Counsel effectively and

efficiently pursued the case, resulting in purportedly the second largest data breach settlement to date, in addition to the injunctive relief.

I have also served in leadership positions in the following data breach MDLs:

20. *In re Yahoo! Inc. Customer Data Security Breach Litigation*, No. 5:16-MD-02752-LHK (N.D. Cal.) (“Yahoo”) (Lead Counsel, which led a four firm plaintiffs steering committee) (Court approved \$117,500,000.00 common fund settlement for approximately 194 million US residents and 270,000 Israeli citizens); *In re The Home Depot, Inc. Consumer Data Sec. Data Breach Litig.*, No. 1:14-md-02583-TWT (N.D. Ga.) (Co-Lead Counsel)(four- member PSC) (final judgment entered approving a settlement on behalf of a class of 40 million consumers with total value of \$29,025,000); *In Re: Equifax, Inc. Customer Data Security Breach Litigation*, No. 1:17-md-2800-TWT (N.D. Ga.) (member of the Plaintiffs’ Steering Committee) (final judgment entered approving \$380.5 million fund for 145 million consumers); *In re: U.S. Office of Personnel Management Data Security Breach Litigation*, No. 1:15-mc-01394-ABJ (D.D.C.) (“OPM”) (member of the Executive Committee) (motion for preliminary approval of a \$60,000,000 common fund); *In re Target Corp. Customer Data Sec. Breach Litig.*, MDL No. 2522 (D. Minn.) (Executive Committee member) (final judgment approving a settlement on behalf of a class of approximately 100 million consumers).

21. My court-appointed leadership experience in non-MDL, data breach class actions is likewise significant, and to just name a few: *Schmidt, et al., v. Facebook, Inc.*, No. 3:18-cv-05982 (N.D. Cal.) (Co-Lead Counsel) (“Facebook”) (class certified over Facebook’s opposition for 8 million residents, subsequently settlement of the class was approved by the court); *Walters v. Kimpton Hotel & Restaurant*, No. 3:16-cv-05387 (N.D. Cal.) (Lead Counsel) (class action settlement final approval order entered July 11, 2019); and *In re: Arby’s Restaurant Group, Inc.*

Data Security Litigation, Nos. 1:17-cv-514 and 1:17-cv-1035 (N.D. Ga.) (co-Liaison Counsel) (final approval of a class settlement entered June 6, 2019); and *Jackson, et al., v. Wendy's International, LLC*, No. 6:16-cv-210-PGB (M.D. Fla.) (final approval of a class settlement entered February 26, 2019); *Henderson v. Kalispell Regional Healthcare*, No. CDV-19-0761 (Montana Eighth Judicial Court – Cascade County) (final approval of class settlement entered January 5, 2021); *In re: Citrix Data Breach Litigation*, No. 19-cv-61350 (S.D. Fla.) (preliminary approval of class action settlement entered on January 26, 2021); *Kuss v. American HomePatient, Inc., et al.*, No. 18-cv-2348 (M.D. Fla.) (final approval of class action settlement entered on August 13, 2020); *Fulton-Green v. Accolade, Inc.*, No. 18-cv-274 (E.D. Pa.) (final approval of class action settlement entered September 23, 2019); *Nelson v. Roadrunner Transportation Systems, Inc.*, No. 18-cv-7400 (N.D. Ill.) (final approval of class action settlement entered September 15, 2020).

22. I have also been appointed co lead counsel in a data privacy case that was certified as a class over Google's opposition, *Brown. et al., v. Google, LLC*, No. 20-cv-03664 (N.D. Cal.). The case was settled weeks before the commencement of trial, and final approval of the class action settlement benefiting well over a hundred million consumers is underway. In another data privacy case against Google pending in the Northern District of California, San Francisco Division, *Rodriguez, et al. v. Google, LLC*, No. 20-cv-04688 (N.D. Cal.), my co-counsel and I obtained an order certifying a class of almost 100 million consumers over Google's opposition. This class case is scheduled to be tried this year.

23. In 2023 and in data breach cases, and as a thought leader in the area of data privacy, I led a team of lawyers which obtained reversals of lower courts in the Eleventh Circuit and the Second Circuit Courts of Appeals: *Bohnak v. Marsh & McLennan Companies*, No. 22-319 (2d

Cir. 2023), *Ramirez v. The Paradies Shops, LLC*, No. 22-12853-HH (11th Cir. 2023), and *Sheffler v. Americold Realty Trust*, No. 22-11789-CC (11th Cir. 2023). On December 7, 2023, I presented oral argument before the Fourth Circuit in *Ford v Sandhills Medical Ctr., Inc.*, No.22-2268 (4th Cir. 2023), a class case arising out of a health care facility.

24. I now serve as an appointed member of the newly formed Cyber Security and Privacy Subcommittee of The Florida Bar.

25. I was recognized in 2020 for the second year in a row by Law360 as one of four MVPs in the area of Cybersecurity and Privacy. Similarly, in 2016 and then in 2020, I was recognized by the National Law Journal as a Trailblazer in the Area of Cybersecurity & Data Privacy. In 2020, I was named Florida Lawyer of the Year by the Daily Business Review, and in 2022, I was awarded the Best Mentor award in the state of Florida by the same publication. In 2023, I was named Consumer Lawyer of the Year by The Florida Bar's Consumer Protection Committee for my accomplishments in the area of data privacy. Again, for my accomplishments in the area of data privacy and cyber security, in 2023, I was recognized as a Titan of the Plaintiffs' Bar by Law360. In 2024, I was named a finalist for Attorney of the Year by ALM/Law360, and I was a finalist for Lawyer of Year by The National Law Journal. In 2024, the class action practice group that I lead at my firm was awarded Litigation Department of the Year in the state of Florida by ALM/Law360, and my practice group was a national finalist for Litigation Department of the Year by The National Law Journal. I was also recently named as one of the 500 Leading Lawyers in America in the 2025 Lawdragon '500 Leading Lawyers in America' list.

26. Because of my experience in the area of cyber security and privacy and data breach litigation, I am a frequent speaker nationally and internationally. I spoke on these topics in May and October of 2024 in London, followed by in Lisbon and Mexico in November 2024 at two

separate symposiums on data privacy and cyber security. I am also a frequent lecturer at Baylor College of Law in its LLM program on cyber security, most recently in June 2024. Presently, I am organizing with several universities in the United States, the European Union, and Israel, a symposium to focus on data privacy. It is planned to be held in Rome this year.

27. Exhibiting my leadership skills and ability to work collaboratively with others, I have served in leadership positions on many professional committees and boards, most prominently as a member of the Board of Directors of The Florida Bar Foundation, a member of The Florida Board of Bar Examiners appointed by the Florida Supreme Court (5-year term, and I continue by appointment to date as an Emeritus Member), and an elected member for two terms to The Board of Governors of The Florida Bar, and to The Young Lawyers Division of The Florida Bar. I have served on The Florida Bar's Consumer Protection Committee, including serving as its Chair. I have also served as an expert in ethical issues in class litigation for The Florida Bar in disciplinary proceedings.

28. In my profession, I received the Florida Bar Foundation President's Award of Excellence, the Public Justice Impact Change Award, and for my work in representing a class of elderly indigent Floridians on Medicaid in a suit against the state of Florida, which resulted in an increase in the benefits to class members, I was awarded The Florida Bar Elder Law Section Chair's Honor Award. I have been recognized as a Super Lawyer for over two decades and am AV rated by Martindale Hubbell.

V. PROPOSED CLASS COUNSEL'S RECOMMENDATION

29. Based on my years of experience as a consumer advocate representing individuals in complex class actions—including data breach and privacy class cases, I believe that the settlement now before the Court for approval is fair reasonable and adequate as I will explain

below. While I believe in the merits of the claims brought in this case, I am also aware that a successful outcome is uncertain and would be achieved only after prolonged, arduous litigation with the attendant risk of drawn-out appeals. The work done on this case has included (1) investigating the Data Breach, (2) researching and evaluating the appropriate legal claims to assert, (3) interviewing potential class representatives about their experiences, (4) preparing and filing a class action complaint, (5) opposing the motion to dismiss, (6) preparing and filing an amended class action complaint, (7) engaging in informal discovery with Defendant in advance of the mediation; (8) participating in a mediation session and subsequent settlement discussions, and (9) negotiating the proposed settlement, preparing the settlement documentation, and moving for preliminary approval, (10) re-filing in state court and accordingly preparing the settlement documentation, and moving for preliminary approval. My team and I have spent considerable time investigating class members' injuries and the claims in this case and were able to negotiate a well-informed Settlement on behalf of the Settlement Class. The Court has previously recognized the importance and benefits of settling complex cases to achieve speedy resolution of justice. Based upon my substantial experience, it is my opinion that the settlement of this matter provides significant relief to the Settlement Class as it is well within the range of other data breach settlements in the relief that it provides and addresses the common types of repercussions sustained by consumers following a data breach and thus warrant the Court's preliminary approval as the Settlement is Fair, Reasonable, and Adequate.

30. The Settlement was agreed to following adversarial arm's-length negotiations, in good faith and without collusion, proposed Class Counsel had full knowledge of the facts, the law, and the inherent risks in the Litigation, and with the active involvement of the proposed Settlement Class Representatives, Plaintiffs reached a Settlement. After the settlement was

reached, the Parties worked diligently to: (i) finalize the settlement documentation, including the Settlement Agreement and accompanying exhibits, and the proposed Settlement Class Representatives assented to a Motion for Preliminary Approval with this declaration in support; and (ii) solicit bids and mutually agree on a Settlement Administrator.

31. The Settlement Agreement's terms are designed to address the potential harms caused by the data breach, including by providing credit monitoring, reimbursement for out-of-pocket losses, lost time, pro rata cash payment for the remainder of the Settlement Fund through two rounds of distribution and a commitment by Defendants to ensure information security enhancements to adequately secure its systems and environments, presently and in the future.

32. This result is particularly favorable given the risks of continued litigation. A settlement today not only avoids the risks of continued litigation, but it also provides benefits to members of the Settlement Class now as opposed to after years of risky litigation.

33. The Settlement Agreement's benefits unquestionably provide a favorable result to the members of the Settlement Class, placing the Settlement Agreement well within the range of possible final approval and satisfying the requirements for preliminary approval; therefore, the Court should grant preliminary approval.

34. Additionally, the Notice Plan contemplated by the Settlement Agreement meets all due process requirements and provides the best practicable method to reach the Settlement Class Members and is consistent with other class action notice programs that have been approved by various courts for similarly situated matters. The Notices themselves are clear and straightforward. They define the Settlement Class; clearly describe the options available to Settlement Class Members and the deadlines for taking action; describe the essential terms of the Settlement; disclose the amount that proposed Class Counsel intends to seek in fees, costs and

expenses; explain procedures for making claims, objections, or requesting exclusion; provide information that will enable Settlement Class Members to calculate their individual recovery; describe the date, time, and place of the Final Fairness Hearing; and prominently display the address and phone number of proposed Class Counsel.

35. The Notice is designed to be the best practicable under the circumstances, apprises Settlement Class Members of the pendency of the action, and gives them an opportunity to object or exclude themselves from the Settlement, with adequate time to ensure that all Settlement Class Members have adequate time to review the terms of the Settlement Agreement, compile documents supporting their claim, and decide whether they would like to object or opt-out.

36. Based upon our decades of work litigating complex class actions, proposed Class Counsel asks the Court to grant preliminary approval of the Settlement Agreement and enter the proposed Preliminary Approval Order attached to the Settlement Agreement and filed with this motion.

VI. PROPOSED SETTLEMENT CLASS REPRESENTATIVES

1. Proposed Settlement Class Representatives have demonstrated that they are well-suited to represent the Settlement Class. They have a genuine personal interest in the outcome of the case; (ii) they selected well-qualified proposed Class Counsel; (iii) they produced information and documents to proposed Class Counsel to permit investigation and development of the complaints; (iv) they have been available as needed throughout the litigation; (v) they have been monitoring the Litigation; and (vi) they were kept informed of the settlement negotiations and approved of the Settlement now before the Court. These proposed Settlement Class Representatives, like all Settlement Class Members, have been victims of the same Data Breach, and thus have common interests with the Settlement Class. Moreover, they have ably represented

the Settlement Class, maintaining contact with proposed Class Counsel, assisting in the investigation of the case, reviewing the material terms of the Settlement Agreement, remaining available for consultation throughout the settlement negotiations and answering our many questions.

I declare that this has been signed under penalty of perjury of the United States of America that the foregoing is true and correct.

Executed on February 14, 2025

/s/ John A. Yanchunis

Exhibit C

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**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA**

**MARY JANE WHALEN and
CHRISTINE V. RONA**, individually and
on behalf of all others similarly situated,
Plaintiffs

**GUNSTER, YOAKLEY & STEWART,
PA**

Case No. 25-CA-000550

CLASS ACTION

**DECLARATION OF OMAR SILVA RE:
NOTICE PROCEDURES**

1
2 I, Omar Silva, declare and state as follows:

3
4 1. I am a Senior Project Manager with Verita Global (“Verita”) (f/k/a KCC Class
5 Action Services, LLC (“KCC”)) located at Louisville, Kentucky. Pursuant to the Agreed
6 Preliminary Approval Order Granting the Plaintiffs’ Unopposed Motion for Preliminary Approval
7 of Class Action Settlement (the “Preliminary Approval Order”) dated March 6, 2025, the Court
8 appointed Verita as the Settlement Administrator in connection with the proposed Settlement of the
9 above-captioned Action. I have personal knowledge of the matters stated herein and, if called upon,
10 could and would testify thereto.

11 **CLASS LIST**

12 2. On March 17, 2025, Verita received from defendant’s counsel a list containing the
13 names and addresses of approximately 548,852 persons identified as the Class List. On April 1,
14 2024, Verita received from defendant’s counsel a list of approximately 143 persons identified as
15 additional Class Members and a list 202 persons identified as Shareholders. The Class List and
16 additional list of Class Members and Shareholders contained name and addresses. Verita identified
17 and removed from the Class List 6,076 duplicates and 161 persons found in the Shareholder list
18 resulting in 542,758 unique class members. On April 15, 2025, the defendant’s counsel provided
19 Verita with a list that contained class member data for 190,328 individuals for whom only names
20 were known and would be considered as the “Substitute Notice Group”. Verita updated its
21 proprietary database with the Class List and Substitute Notice Group resulting in a final count of
22 733,086 unique class members.

23 3. Verita formatted the list for mailing purposes, removed duplicate records, and
24 processed the names and addresses through the National Change of Address Database (“NCOA”)
25 to update any addresses on file with the United States Postal Service (“USPS”). A total of 16,359
26 addresses were found and updated via NCOA. 449 Class Members were found to have an invalid,
27 or missing mailing address.

28 **MEDIA CAMPAIGN**

1 4. Verita purchased 220,500,000 impressions to be distributed programmatically via
2 various websites and mobile apps, as well as on Facebook and Instagram, from May 2, 2025,
3 through July 1, 2025. The impressions were targeted to adults 18 years of age and older nationwide.
4 A total of 225,006,736 impressions were delivered, resulting in an additional 4,506,736 impressions
5 at no extra charge. Confirmation of the Digital Media Notices as they appeared on a variety of
6 websites and on Facebook and Instagram is attached hereto as Exhibit A.

7 **MAILING OF THE NOTICE PACKET**

8 5. On May 2, 2025, Verita caused the Postcard notice (collectively, the “Notice”) to be
9 printed and mailed to the 542,309 names and mailing addresses in the Class List. A true and correct
10 copy of the Notice is attached hereto as Exhibit B.

11 6. Since mailing the Notice to the Class Members, Verita has received 112,241 Notice
12 Packets returned by the USPS with undeliverable addresses. Through credit bureau and/or other
13 public source databases, Verita performed address searches for these undeliverable Postcard
14 Notices and was able to find updated addresses for 18,828 Class Members. Verita immediately
15 caused the Notice to be re-mailed to the updated addresses.

16 7. Since mailing the Notice to the Class Members, Verita has received 3,221 Notice
17 Packets returned by the USPS with forwarding addresses. Verita immediately caused the Notice to
18 be re-mailed to the forwarding addresses supplied by the USPS.

19 8. When combined, the direct notice efforts and digital media plan, reached
20 approximately 80.7% of the class.

21 **SETTLEMENT WEBSITE**

22 9. On or about April 28, 2025, Verita established a website
23 GYSDataBreachSettlement.com dedicated to this matter to provide information to the Class
24 Members and to answer frequently asked questions. The website URL was set forth in the Notice,
25 Summary Notice, Claim Form, etc. Visitors of the website can download copies of the Notice,
26 Claim Form, and other case-related documents. Visitors can also submit claims online, and, if
27 applicable, upload supporting documentation. As of July 7, 2025, the website has received 160,916
28

1 visits.

2 **TELEPHONE HOTLINE**

3 10. Verita established and continues to maintain a toll-free telephone 1-866-597-1132
4 for potential Class Members to call and obtain information about the Settlement and request a Claim
5 Form. The telephone hotline became operational on or about October 28, 2025, and is accessible
6 24 hours a day, 7 days a week. As of July 7, 2025, Verita has received a total of 3,933 calls to the
7 telephone hotline.
8

9 **CLAIM FORMS**

10 11. The postmark deadline for Class Members to file claims in this matter is August 2,
11 2025. To date, Verita has received 5,436 timely-filed claim forms. As the claim filing deadline has
12 not yet passed, Verita expects additional timely-filed claim forms to arrive through the duration of
13 the claims filing period and for a few weeks after the deadline has expired for timely-postmarked
14 claims.
15

16 12. Verita is in the process of evaluating all received claim forms for validity. Once the
17 claim processing has concluded, deficient claims will be identified and issued a deficiency notice
18 requesting additional information. With cooperation with counsel for both parties, Verita will
19 develop the deficiency notice that will be used to inform claimants of the deficiencies found in their
20 claim and the information required to clear said deficiency.
21

22 **REPORT ON EXCLUSION REQUESTS RECEIVED TO DATE**

23 13. The Notice informs Class Members that requests for exclusion from the Class must
24 be postmarked no later than July 3, 2025. As of the date of this declaration, Verita has received 22
25 requests for exclusion. Due to the postmarked-deadline it may be possible to receive timely
26 exclusion requests. A list of the Class Members requesting to be excluded is attached hereto as
27 Exhibit C.
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I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.


Omar Silva

EXHIBIT A

Digital Media PoP

Whalen v. Gunster, Yoakley & Stewart, PA
Settlement Notice



If your personal information was impacted in a data breach announced by Gunster, Yoakley & Stewart, P.A., you are eligible for benefits from a class action Settlement.

[Learn more](#)

GYSDataBreachSettlement.com

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If your personal information was impacted in a data breach announced by Gunster, Oakley & Stewart, P.A., you are eligible for benefits from a class action Settlement.

[Learn more](#)

[GYSDataBreachSettlement.com](https://www.GYSDataBreachSettlement.com)

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This week's **Puzzler** crossword is here! Can you solve it? [Play now!](#) X

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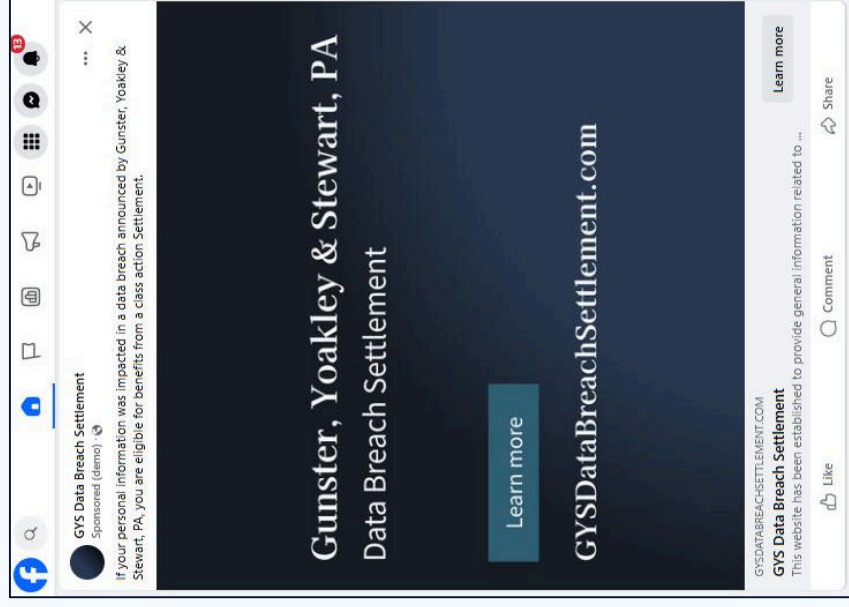
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Gunster, Yoakley & Stewart, PA

Data Breach Settlement

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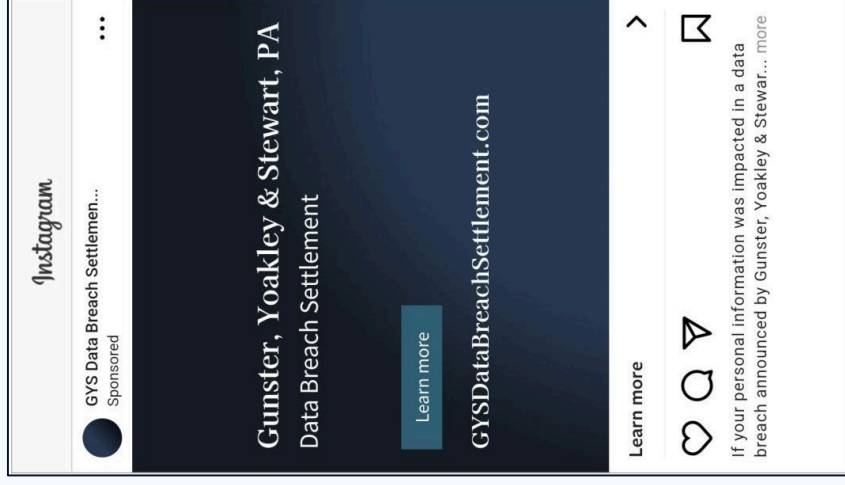
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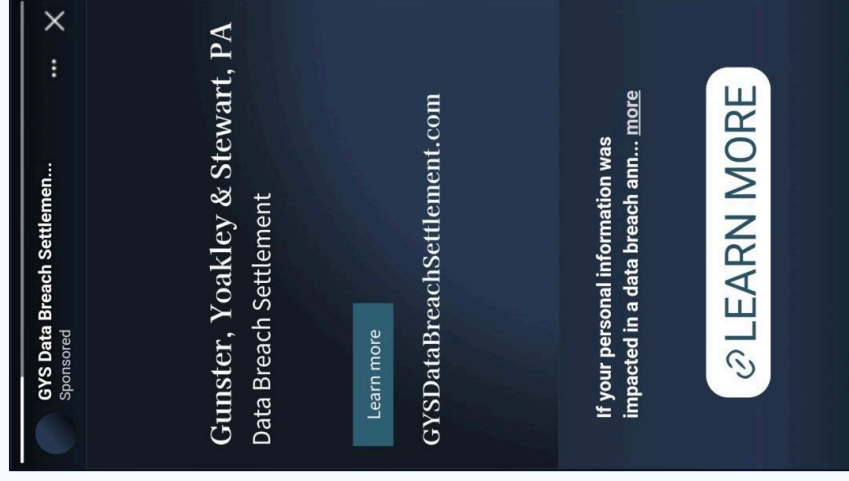
GYS Data Breach Settlement	...
<p>If your personal information was impacted in a data breach announced by Gunster, Yoakley & Stewart, PA, you are eligible for benefits from a class action Settlement.</p>	
2d	

A screenshot of a social media post. The background is dark blue. At the top, the text "Gunster, Yoakley & Stewart, PA" is written in a large, white, serif font. Below it, "Data Breach Settlement" is written in a smaller, white, sans-serif font. In the center, there is a dark blue rectangular button with the text "Learn more" in white. At the bottom, the website "GYSDataBreachSettlement.com" is displayed in a white, sans-serif font. On the right side of the image, there is a vertical strip showing a portion of a social media interface. It includes a profile picture, the name "GYS Data Breach Settlement", a three-dot menu icon, a heart icon, a comment icon, and a share icon. Below these icons, it says "2 days ago". At the very bottom of this strip, there is a link that says "Log in to like or comment."

| Instagram Feed | Mobile



| Instagram Feed | Stories



Thank you

Legal Notification



EXHIBIT B

Court-Approved Legal Notice

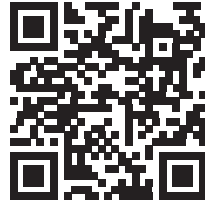
*Whalen v. Gunster, Yoakley &
Stewart, PA*

Case No. 25-CA-000550

If your personal information was compromised, accessed, exfiltrated, or otherwise impacted by a data breach announced by Gunster, Yoakley & Stewart, PA (“Gunster”), you are eligible for benefits from a class action settlement.

A court authorized this notice. This is not a solicitation from a lawyer.

VISIT THE
SETTLEMENT
WEBSITE BY
SCANNING
THE PROVIDED
QR CODE



GUL

Whalen v. Gunster, Yoakley & Stewart, PA
Settlement Administrator
P.O. Box 301132
Los Angeles CA, 90030-1132

«Barcode»

Post Service: Please do not mark or cover barcode

Claim ID: <<Claim8>>

PIN: <<PIN>>

GUL: ClaimID: <<Claim8>>-<<CkDig>>

«FirstNAME» «LastNAME»

«Addr1» «Addr2»

«City», «State»«FProv» «Zip»«FZip»

«FCountry»

A proposed Settlement has been reached with Gunster related to a data breach that Gunster experienced in 2022 (the “Data Breach”). The lawsuit, which is pending in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, alleges that Gunster did not adequately protect certain personal information. Gunster denies any wrongdoing. No judgment or determination of wrongdoing has been made. This notice summarizes the proposed Settlement. For the precise terms and additional information, please visit www.GYSDataBreachSettlement.com.

Who is Included? Records indicate you are included in this Settlement as a Settlement Class Member. The Class includes the U.S. residents whose personal information was compromised, accessed, exfiltrated, or otherwise impacted in the Data Breach.

What does the Settlement Provide? Gunster will pay a total of \$8,500,000.00 (the “Settlement Fund”). The Settlement Fund will be used to provide compensation for ordinary attested time in addressing issues related to the Data Breach (up to 7 hours at \$30.00/hour); payment of ordinary out-of-pocket losses related to the Data Breach (up to \$2,500.00 per person); compensation for extraordinary attested time remedying identity theft, fraud, or other misuse of personal information related to the Data Breach (up to 10 hours at \$30.00/hour); payment of extraordinary losses related to the Data Breach (up to \$35,000.00 per person); three years of complimentary credit monitoring; attorneys’ fees and expenses; and costs of notice and administration. The total amount of attested time that can be claimed for an individual cannot exceed 10 hours per person. The Settlement Fund will pay for the costs of notice and administration and attorneys’ fees and expenses not to exceed thirty (30) percent of the Settlement Fund. ALL BENEFITS (AND THE AMOUNT PAID TO SETTLEMENT CLASS MEMBERS UNDER THIS SETTLEMENT) MAY BE HIGHER OR LOWER DEPENDING ON THE TOTAL AMOUNT OF APPROVED CLAIMS.

How To Get Benefits: You must submit a Claim Form, including any required documentation. The deadline to file a Claim Form is August 2, 2025. You can easily file a claim online at www.GYSDataBreachSettlement.com. You can also get a paper Claim Form at the website or by calling toll-free 1-866-597-4701, and file by mail. When filing your claim, use your unique Class Member ID and PIN (printed on the reverse side of this notice).

Your Other Options: If you file a Claim Form, object to the Settlement and/or Attorneys’ Fees and Expenses, or do nothing, you are choosing to stay in the Settlement Class. You will be legally bound by all orders of the Court and you will not be able to start, continue, or be part of any other lawsuit against Gunster or Released Parties about the Data Breach. If you don’t want to be legally bound by the Settlement or receive any benefits from it, you must exclude yourself by **July 3, 2025**. If you do not exclude yourself, you may object to the Settlement and/or Attorneys’ Fees and Expenses by **July 3, 2025**. The Court has scheduled a hearing in this case for **August 13, 2025**, to consider whether to approve the Settlement, Attorneys’ Fees and Expenses, as well as any objections. This date may be changed without further notice. You or your own lawyer, if you have one, may ask to appear at the hearing at your own cost, but you do not have to. The Motion for Attorneys’ Fees and Expenses will be posted on the website after it is filed. For complete information about all of your rights and options, as well as Claim Forms, the Long-Form Notice and Settlement Agreement, visit www.GYSDataBreachSettlement.com, or call 1-866-597-4701.

EXHIBIT C

FirstName	LastName	Opt Out Date
KEVIN	MCLEAN	5/8/2025
DIANE IRENE	JESUDIAN	5/10/2025
DON H	REED	5/12/2025
BERNARD PAUL	ROY	5/15/2025
DEBORAH	MCINTYRE	5/19/2025
BARBARA T	MALCHATSKY	5/19/2025
MELVIN D	MALCHATSKY	5/19/2025
CAMERON	MILTON	5/27/2025
ELVIDALISS	PEDRAZA	5/27/2025
RAYMOND	COLON	6/3/2025
LORNA M	DELISSER	6/6/2025
ROBERT G	DAVIS	6/9/2025
ANDREA	FRITSCHLE	6/9/2025
JOAN	BORMANN	6/9/2025
MINNIE	SYMANSKI	6/9/2025
CATHERINE C	SHROPSHIRE	6/21/2025
CHRISTOPH	CAMPBELL	6/25/2025
MARY	METHENY	6/26/2025
KENNETH B	KIRBY	6/27/2025
BOBBIE A	BELL	6/27/2025
RENEE C	BINGAY	6/28/2025
JULIE	MAYES	6/29/2025

Exhibit D

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA**

**MARY JANE WHALEN and CHRISTINE
V. RONA**, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

**GUNSTER, YOAKLEY &
STEWART, PA**

Defendant.

Case No. 25-CA-000550

[PROPOSED] AGREED FINAL APPROVAL ORDER AND JUDGMENT

On _____[DATE],¹ this Court entered an order granting preliminary approval (the “Preliminary Approval Order”) (Doc. ____) of the Settlement between the Settlement Class Representatives, on behalf of themselves and the Settlement Class, and Gunster, Yoakley & Stewart, PA (“Gunster”), as memorialized in Exhibit __ (Doc. __) to Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement and the Parties agree with the relief afforded by this Agreed Final Approval Order.²

On _____[DATE], pursuant to the notice requirements set forth in the Settlement and in the Preliminary Approval Order, the Settlement Class Members were apprised of the nature and pendency of the Action, the terms of the Settlement, and their rights to request exclusion, object, and/or appear at the Final Approval Hearing;

² The capitalized terms used in this Final Approval Order and Judgment shall have the same meaning as defined in the Settlement except as may otherwise be indicated.

On _____[DATE], the Court held a Final Approval Hearing to determine, inter alia: (1) whether the Settlement is fair, reasonable, and adequate; and (2) whether judgment should be entered dismissing all claims in the Complaint with prejudice. Prior to the Final Approval Hearing, Class Counsel filed a declaration from the Settlement Administrator confirming that the Notice Plan was completed in accordance with the Parties' instructions and the Preliminary Approval Order. Therefore, the Court is satisfied that Settlement Class Members were properly notified of their right to appear at the Final Approval Hearing in support of or in opposition to the proposed Settlement and the award of attorney's fees, costs, and expenses.

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Class Counsel and counsel for Gunster, having reviewed all of the submissions presented with respect to the proposed Settlement, having determined that the Settlement is fair, adequate, and reasonable, having considered the application made by Class Counsel for Attorney's Fees and Expenses, and having reviewed the materials in support thereof, and good cause appearing:

IT IS HEREBY ORDERED THAT:

1. The Court has subject matter jurisdiction pursuant to Fla. Stat. §§ 26.012 and 86.011. Specifically, the Court has jurisdiction over this dispute because the Settlement Class Representatives seek damages over \$50,000.00. The Court also has personal jurisdiction over the Parties and the Settlement Class Members.
2. The Settlement was entered into in good faith following arm's length negotiations and is non-collusive.
3. The Settlement is, in all respects, fair, reasonable, and adequate, is in the best interests of the Settlement Class, and is therefore approved. The Court finds that the Parties faced

significant risks, expenses, delays and uncertainties, including as to the outcome, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement is fair, reasonable, adequate and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the Settlement.

4. This Court grants final approval of the Settlement, including, but not limited to, the releases in the Settlement and the plans for distribution of the settlement relief. The Court finds that the Settlement is in all respects fair, reasonable, adequate, and in the best interest of the Settlement Class. Therefore, all Settlement Class Members who have not opted out are bound by the Settlement and this Final Approval Order and Judgment.

5. The Settlement and every term and provision thereof—including, without limitation, the Releases—are incorporated herein as if explicitly set forth herein and shall have the full force of an Order of this Court.

6. The Parties shall effectuate the Settlement in accordance with its terms.

OBJECTIONS AND OPT-OUTS

7. _____ objections were filed by Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against Settlement approval, and the objections are hereby overruled in all respects.

8. All persons who have not objected to the Settlement in the manner provided in the Settlement are deemed to have waived any objections to the Settlement, including, but not limited to, by appeal, collateral attack, or otherwise.

9. A list of those persons who have timely and validly elected to opt out of the Settlement in accordance with the requirements in the Settlement (the "Opt-Out Members") has

been submitted to the Court in the Declaration of _____, filed in advance of the Final Approval Hearing. That list is attached as Exhibit A to this Order. The persons listed in Exhibit A are not bound by the Settlement, or this Final Approval Order and Judgment, and are not entitled to any of the benefits under the Settlement. Opt-Out Members listed in Exhibit A shall be deemed not to be Releasing Parties.

CLASS CERTIFICATION

10. For purposes of the Settlement and this Final Approval Order and Judgment, the Court hereby finally certifies for settlement purposes only the following Settlement Class:

All persons residing in the United States whose Personal Information was compromised, accessed, exfiltrated, or otherwise impacted by the Data Breach. The Settlement Class specifically excludes: (i) Gunster, any Entity in which Gunster has a controlling interest, and individuals who at any time since November 27, 2022 served as Gunster directors or officers; (ii) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the Settlement.

11. The Court determines that for settlement purposes the Settlement Class meets all the requirements of Florida Rule of Civil Procedure 1.220(a) and (b), namely that the class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the class representatives are typical of absent class members; that the class representatives will fairly and adequately protect the interests of the class as they have no interests antagonistic to or in conflict with the class and have retained experienced and competent counsel to prosecute this matter; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy.

12. The Court grants final approval to the appointment of Mary Jane Whalen and Christine V. Rona as the Settlement Class Representatives. The Court concludes that the

Settlement Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

13. The Court grants final approval to the appointment of John A. Yanchunis of Morgan & Morgan and Brian Murray of Glancy, Prongay & Murray LLP as Class Counsel. The Court concludes that Class Counsel has adequately represented the Settlement Class and will continue to do so.

NOTICE TO THE SETTLEMENT CLASS

14. The Court finds that the Notice Plan, set forth in the Settlement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class Members of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement, their right to exclude themselves, their right to object to the Settlement and to appear at the final approval hearing, and satisfied the requirements of Florida law, and all other applicable laws.

AWARD OF ATTORNEYS' FEES

15. The Court has considered Class Counsel's Motion for Attorneys' Fees and Expenses.

16. The Court awards Class Counsel attorneys' fees in the amount of \$ _____ and costs and expenses in an amount of \$ _____ to be paid in accordance with the Settlement, and the Court finds this amount of fees, costs, and expenses to be fair and reasonable. This award of attorneys' fees, costs, and expenses, and any interest earned thereon, shall be paid from the Settlement Fund in accordance with the Settlement. This award of attorneys'

fees, costs, and expenses is independent of the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

OTHER PROVISIONS

17. The Parties to the Settlement shall carry out their respective obligations thereunder.

18. Within the time period set forth in the Settlement, the relief provided for in the Settlement shall be made available to the Settlement Class Members who submitted valid Claim Forms, pursuant to the terms and conditions of the Settlement.

19. As of the Effective Date, all Releasing Parties, on behalf of themselves, their heirs, assigns, beneficiaries, executors, administrators, insurers, predecessors, and successors, and any other person purporting to claim on their behalf, hereby expressly, generally, absolutely, unconditionally, and forever release and discharge any and all Released Claims against the Released Parties, except for claims relating to the enforcement of the Settlement or Agreement.

20. "Releasing Parties" means the Settlement Class Representatives and all Settlement Class Members who do not timely and validly opt out of the Settlement.

21. "Released Parties" means Gunster and its current and former shareholders, associates, attorneys, of counsel attorneys, in-house attorneys, officers, employees, directors, divisions, and affiliated companies (Gunster and the foregoing entities and persons described in this Paragraph are collectively referred to as the "Gunster Persons"), as well as the Gunster Persons' respective predecessors, successors, assigns, current and former parents, subsidiaries, divisions, and affiliated companies, whether indirect or direct, as well as their directors, officers, members, managers, employees, agents, vendors, insurers, reinsurers, sureties, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, contractors, wholesalers, resellers, distributors, service providers, and retailers; *and* all entities and persons, including but

not limited to former and current Gunster Persons' clients, whose information, including but not limited to information contained in files relating to representation of such current and former clients, was compromised, accessed, exfiltrated, or otherwise impacted by the Data Breach, as well as those entities' and persons' respective predecessors, successors, assigns, current and former parents, subsidiaries, divisions, and affiliated companies, whether indirect or direct, as well as their directors, officers, members, managers, employees, agents, vendors, insurers, reinsurers, sureties, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, contractors, wholesalers, resellers, distributors, service providers, and retailers. For the avoidance of doubt, the Released Parties also include the business associates and/or covered entities who were the data owners of information accessed, compromised, or impacted by the Data Breach. All entities that are Released Parties benefit from the Agreement and are entitled to enforce the Agreement fully and directly, including without limitation the Agreement's releases.

22. "Released Claims" means any and all claims, defenses, demands, actions, causes of action, rights, offsets, setoffs, suits, remedies, damages, lawsuits, costs, relief for contempt, losses, attorneys' fees, expenses, or liabilities of any kind whatsoever, in law or in equity, for any relief whatsoever, including but not limited to monetary sanctions or damages for contempt, injunctive or declaratory relief, mandamus, rescission, general, direct, compensatory, special, liquidated, indirect, incidental, consequential, or punitive damages, as well as any and all claims for treble damages, statutory damages, penalties, interest, attorneys' fees, costs, or expenses, whether a known or unknown (including Unknown Claims), suspected or unsuspected, existing or potential, contingent or vested, accrued or not accrued, liquidated or unliquidated, matured or unmatured, that in any way concern, arise out of, or relate to the Data Breach, any legal, factual,

or other allegations in the Action, or any theories of recovery that were, or could have been, raised at any point in the Action.

23. For the avoidance of doubt, Released Claims are to be construed broadly and include, without limitation, any claims that a Releasing Party may have under the law of any jurisdiction, including, without limitation, those arising under state or federal law of the United States (including, without limitation, any causes of action under the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 *et seq.* and any similar statutes in effect in the United States or in any states in the United States); causes of action under the common or civil laws of any state in the United States, including but not limited to: unjust enrichment, negligence, bailment, conversion, negligence *per se*, breach of contract, breach of implied contract, breach of fiduciary duty, breach of implied covenant of good faith and fair dealing, misrepresentation (whether fraudulent, negligent, or innocent), fraudulent concealment or nondisclosure, invasion of privacy, public disclosure of private facts, and misappropriation of likeness and identity; any causes of action based on privacy rights provided for under the constitutions of the United States or of any states in the United States; any statutory claims under state or federal law; and also including, but not limited to, any and all claims in any state or federal court of the United States, for damages, injunctive relief, restitution, mandamus, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit or financial account monitoring services, identity theft insurance, the creation of a fund for future damages, statutory penalties, restitution, the appointment of a receiver, and any other form of relief.

24. "Unknown Claims" means any and all Released Claims that any Settlement Class Representative or Settlement Class Member does not know or suspect to exist in his or her favor as of the Effective Date and which, if known by him or her, might have affected his or her

decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Settlement Class Representatives and Settlement Class Members shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 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 Settlement Class Representatives and Class Counsel acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

25. This Final Approval Order and Judgment, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement shall not be offered or received against Gunster or any Gunster Persons as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by Gunster or any Gunster Persons with respect to the truth of any fact alleged by any Settlement Class Representative or any Settlement Class Member or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of Gunster or any Gunster Persons; *provided, however*, that nothing in the foregoing, the Settlement, or this Final Approval Order and Judgment shall be interpreted to prohibit the use of the Settlement or this Final

Approval Order and Judgment in a proceeding to consummate or enforce the Settlement or this Final Approval Order and Judgment (including all releases in the Settlement and Final Approval Order and Judgment), or to defend against the assertion of any Released Claims in any other proceeding, or as otherwise required by law.

26. This Final Approval Order and Judgment and the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement are not, and shall not be construed as or received in evidence as an admission, concession, or presumption against any Settlement Class Representative or any Settlement Class Member that any of their claims are without merit, or that any defense asserted by Gunster has any merit, or that damages recoverable in the Action would not have exceeded the Settlement Fund.

27. The Settlement (including without limitation the releases therein) shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims that are brought, initiated, or maintained by, or on behalf of, any Settlement Class Member who is not an Opt-Out Member or any other person subject to the provisions of this Final Approval Order and Judgment.

28. The Court hereby dismisses the Action and all claims therein on the merits and with prejudice, without fees or costs to any Party except as provided in this Final Approval Order and Judgment.

29. Consistent with Paragraph 6.4 of the Settlement, if the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated and shall have no force and effect whatsoever; the Settlement shall be considered null and void; all of the Parties' obligations under the Settlement, the Preliminary Approval Order, and this Final Approval Order

and Judgment 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 the Settlement. In such an event, the Parties shall be restored to their respective positions in the Action as if the Settlement Agreement had never been entered into (and without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue).

30. Pursuant to Article V, Section 5(b) of the Florida Constitution, this Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action throughout the state.

31. Without affecting the finality of this Final Approval Order and Judgment, the Court will retain exclusive jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement for all purposes, including enforcement of its terms at the request of any party, and resolution of any disputes that may arise relating in any way to the implementation of the Settlement or the implementation of this Final Approval Order and Judgment.

ENTERED:

DATED: _____, 2025

By: _____

