

# EXHIBIT A

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

**CASE NO. 23-61065-CIV-SINGHAL**

**DONNA CROWE, et al.,** *on behalf of  
themselves and all others similarly situated,*

Plaintiffs,

v.

**MANAGED CARE OF NORTH AMERICA,  
INC. d/b/a MCNA DENTAL, MCNA  
INSURANCE COMPANY d/b/a MCNA  
DENTAL, and HEALTHPLEX, INC.,**

Defendants.

**SETTLEMENT AGREEMENT**

This Settlement Agreement<sup>1</sup> is entered into between Plaintiffs, individually, and on behalf of the Settlement Class, and Defendants, as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

**I. Procedural History**

1. Defendant Managed Care of North America, Inc. operated prior to and/or at the time of the Data Incident as a dental insurer in Florida, and as a third-party administrator in certain states outside Florida, including in Puerto Rico.

2. Defendant MCNA Insurance Company operated prior to and/or at the time of the Data Incident as a dental insurer in certain states including Arkansas, Idaho, Iowa, Louisiana, Nebraska, Texas, and Utah.

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

3. Defendant Healthplex operated prior to and/or at the time of the Data Incident as a third-party administrator in certain states including New York, Connecticut, and New Jersey.

4. In or about 2019, Healthplex was acquired by MCNA or one of its affiliated entities.

5. In the course of operating their businesses, Defendants collect, maintain, and store Private Information of individuals who maintain dental insurance plans with Defendants or their customers or customers' customers.

6. In March 2023, Defendants became aware that an unauthorized party had potentially accessed Private Information of some individuals from MCNA's network between about February 22, 2023, and March 7, 2023.

7. On or about May 26, 2023, Defendants began sending notice letters to potentially affected persons, informing them that their Private Information may have been impacted in the Data Incident.

8. As a result of the Data Incident, commencing on June 5, 2023, Defendants have been named in 25 putative related class actions that were materially and substantively identical, as they have overlapping claims, seek to represent the same putative class members, and arise out of the same Data Incident. [ECF No. 26.]

9. On July 12, 2023, Plaintiffs moved to consolidate the pending cases, into the first-filed case [ECF No. 26], which the Court granted on July 13, 2023, consolidating the actions into this Action [ECF No. 27].

10. Thereafter, on September 27, 2023, the Court appointed Jeff Ostrow and Peter Prieto as Interim Co-Lead Class Counsel and Stephanie A. Casey as Interim Liaison Counsel for the putative classes. [ECF No. 90.]

11. On November 13, 2023, Plaintiffs filed a Consolidated Class Action Complaint

against MCNA, Inc., alleging causes of action for negligence, negligence *per se*, breach of implied contract, unjust enrichment and violations of state consumer protection act statutes, and declaratory and injunctive relief. [ECF No. 96.] MCNA, Inc. moved to dismiss and to stay discovery. [ECF No. 111; ECF No. 112.]

12. On January 30, 2024, Plaintiffs filed their Amended Consolidated Class Action Complaint, adding MCNAIC and Healthplex as Defendants. [ECF No. 122.] Defendants again moved to dismiss and to stay discovery. [ECF No. 135; ECF No. 136.]

13. The Parties engaged in a court-ordered mediation with Bruce Friedman, Esq., an experienced data breach mediator, on July 10, 2024, which ended in an impasse. [ECF No. 157.]

14. On August 16, 2024, the Court granted in part and denied in part the motion to dismiss, with leave to amend. [ECF No. 160.]

15. On September 13, 2024, Plaintiffs filed their Second Amended Consolidated Class Action Complaint. [ECF No. 164.] On October 4, 2024, Defendants moved to dismiss the Second Amended Consolidated Class Action Complaint. [ECF No. 167.] On January 17, 2025, the Court denied the motion to dismiss. [ECF No. 192.]

16. The Parties engaged in extensive fact discovery over the course of the litigation, including numerous requests for production, interrogatories, and requests for admission; three motions to compel discovery; depositions of each Plaintiff; five Rule 30(b)(1) depositions of Defendants' witnesses; and four Rule 30(b)(6) depositions of Defendants' corporate representatives.

17. On May 26, 2025, Devon Kleinheksel, Harry Bass, and Erika Daniel filed a second, materially and substantively identical action against the Defendants. [Kleinheksel ECF No. 1.]

18. On June 9, 2025, Plaintiffs filed their Motion for Class Certification. [ECF No.

229.] The Parties fully briefed the motion. [See ECF No. 260; ECF No. 279.] Defendants took depositions of the four expert witnesses and fact witness who filed reports in support of Plaintiffs' motion; Plaintiffs took depositions of Defendants' two experts in opposition to the motion.

19. The Parties held a second mediation on July 21, 2025, before the Hon. Wayne Anderson (Ret.), which was unsuccessful. [See ECF No. 256.]

20. Between October 2025 and January 2026, the Parties served merits expert reports, supplemental merits expert reports, and rebuttal reports. In total, they engaged in thirteen merits expert depositions and briefed six merits *Daubert* challenges.

21. On March 19, 2026, Defendants filed a Motion for Summary Judgment. [ECF No. 401.]

22. Throughout March 2026, the Parties reengaged in settlement discussions, ultimately agreeing to a classwide settlement on March 27, 2026. On the same day, the Parties filed a Notice of Settlement and Joint Motion to Stay in the Action and in the *Kleinheksel* Action. [ECF No. 418; Kleinheksel ECF No. 20]. The Court granted the stays on March 30, 2026. [ECF No. 419; Kleinheksel ECF No. 21.]

23. Pursuant to Federal Rule of Civil Procedure 41(a), Plaintiffs in the *Kleinheksel* Action filed Notice of Voluntary Dismissal With Prejudice on June 11, 2026. [Kleinheksel ECF No. 24]. Those *Kleinheksel* Action plaintiffs are still Settlement Class Members.

24. The Parties now agree to settle the Action entirely, without any admission by the Defendants of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendants have entered into this Agreement to resolve all controversies and disputes arising out of or relating to the Data Incident and to resolve all allegations made in or which could have been made in the Complaint and the Data Incident as it relates to it. Defendants do not in any way

acknowledge, admit to, or concede any of the allegations made in the Complaint (and similarly do not acknowledge, admit to, or concede any of the allegations in the complaints in related actions, or in the *Kleinheksel* Action), and expressly disclaim and deny any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint or relating to or arising out of the Data Incident. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs enter into this Agreement to recover on the claims which were or could have been asserted in the Complaint or relating to or arising out of the Data Incident, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendants, and all Settlement Class Members.

**NOW, THEREFORE**, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

## **II. Definitions**

25. “**Action**” means the above-captioned action, *Crowe, et al., v. Managed Care of North America, Inc., et al.*, Case No. 0:23-cv-61065-AHS (S.D. Fla.), including all related cases that were consolidated into the Action.

26. “**Additional Agreements**” means the Monitoring Services Order Form and the Kroll Settlement Administration Letter Agreement.

27. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this Settlement

Agreement between Plaintiffs and Defendants as well as the Additional Agreements.

28. “**Application for Attorneys’ Fees and Costs**” means the application made with the Motion for Final Approval seeking attorneys’ fees and reimbursement for costs.

29. “**Business Practice Changes**” means the business practice changes described in Section V.

30. “**CAFA Notice**” means Class Action Fairness Act Notice which the Settlement Administrator shall serve upon the appropriate state and federal officials, providing notice of the proposed Settlement. The Settlement Administrator shall provide a declaration attesting to compliance with 28 U.S.C. § 1715(b), which will be filed with the Motion for Final Approval.

31. “**Cash Payment for Documented Out-of-Pocket Losses**” or “**Cash Payment**” means the cash compensation that Settlement Class Members with Documented Out-of-Pocket Losses may elect under the Settlement.

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

33. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 5*, which may be modified as necessary, subject to the Parties’ approval.

34. “**Claim Form Deadline**” shall be 30 days before the scheduled Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class member to be eligible for a Cash Payment.

35. “**Claimant**” means an individual who submits a Claim Form.

36. “**Claim Process**” means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator determines which Claims are Valid Claims.

37. “**Class Counsel**” means Jeff Ostrow of Kopelowitz Ostrow P.A., Peter Prieto of

Podhurst Orseck, P.A., and Stephanie Casey of Colson Hicks Eidson, P.A.

38. “**Class List**” is the list of class members, as defined in this Agreement, provided by Defendants to the Settlement Administrator. The Class List shall include the Settlement Class members’ names and physical mailing addresses (if available).

39. “**Class Representatives**” means the Plaintiffs the Court approves to serve on behalf of the Settlement Class.

40. “**Complaint**” means the Second Amended Consolidated Class Action Complaint; the Amended Consolidated Class Action Complaint; and the Consolidated Class Action Complaint.

41. “**Court**” means the Southern District of Florida, and the Judge(s) assigned to the Action.

42. “**Data Incident**” means the alleged incident that occurred around and/or between February 22, 2023 and March 7, 2023, in which an unauthorized third party potentially gained access to Settlement Class Members’ Private Information.

43. “**Defendant MCNA, Inc.**” or “**MCNA, Inc.**” means Managed Care of North America, Inc., a defendant in the Action.

44. “**Defendant MCNAIC**” or “**MCNAIC**” means MCNA Insurance Company, a defendant in the Action.

45. “**Defendant Healthplex**” or “**Healthplex**” means Healthplex, Inc., a defendant in the Action.

46. “**Defendants**” means Defendant MCNA, Inc., Defendant MCNAIC, and Defendant Healthplex, collectively.

47. “**Defendants’ Counsel**” means Allison Holt Ryan, Alicia J. Paller, and Mark R.

Cheskin of Hogan Lovells US LLP.

48. “**Documented Out-of-Pocket Losses**” means actual, documented and unreimbursed out-of-pocket costs or expenditures due to fraud or identity theft resulting directly from fraud or identity theft relating to the Data Incident, if the cost or expenditure: (i) is an actual, documented and unreimbursed monetary cost or expenditure due to fraud or identity theft; (ii) is fairly traceable to the Data Incident; (iii) occurred after the Data Incident and before the Claim Form Deadline; and (iv) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance .

49. “**Effective Date**” means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

50. “**Email Notice**” means email form of Notice of the Settlement, substantially in the form attached hereto as *Exhibit 1*, and distributed to Settlement Class Members’ email addresses.

51. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

52. “**Final Approval Hearing**” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees and Costs.

53. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement, substantially in the form attached as *Exhibit 7*.

54. “**Kleinheksel Action**” means *Kleinheksel, et al. v. Managed Care of North America, Inc., et al.*, Case No. 0:25-cv-61045-AHS (S.D. Fla.).

55. “**Kroll Settlement Administration Letter Agreement**” means the letter agreement executed on June 11, 2026 for the services to be performed that are described in this Agreement.

56. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 4*, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail upon request to the Settlement Administrator.

57. “**MCNA**” means MCNA, Inc. and MCNAIC, collectively.

58. “**Medical Data Monitoring**” means the two years of CyEx’s Medical Shield Complete monitoring that all Settlement Class Members will automatically be eligible to enroll in under the Settlement, pursuant to the Monitoring Services Order Form.

59. “**Monitoring Services Order Form**” mean the Monitoring Services Order Form, executed on June 11, 2026, between CyEx and MCNA, for the services to be performed arising out of this Agreement.

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

61. “**Motion for Preliminary Approval**” means the unopposed motion that Plaintiffs shall file with the court seeking Preliminary Approval of the Settlement.

62. “**Notice**” means the Email Notice, Postcard Notice, Publication Notice, and Long Form Notice that Plaintiffs may ask the Court to approve in connection with the Motion for

Preliminary Approval.

63. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and may consist of Email Notice, Postcard Notice, Publication Notice, and Long Form Notice, along with the Settlement Website and the Settlement telephone number.

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

65. “**Objection Deadline**” means 30 days before the initial scheduled Final Approval Hearing and is the last date by which Settlement Class Members may object to the Settlement.

66. “**Opt-Out Deadline**” means 30 days before the initial scheduled Final Approval Hearing and is the last date by which Settlement Class Members may opt-out of the Settlement.

67. “**Party**” means each of the Plaintiffs and Defendants, and “**Parties**” means Plaintiffs and Defendants collectively.

68. “**Plaintiffs**” means Kade McCraw, Sara Hughes, Samantha Hathaway, Tarek Kachakech, Yvon Hanekom, and Frannie Zurline.

69. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 2*, that the Settlement Administrator may disseminate to Settlement Class members by mail.

70. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form submitted with the Motion for Preliminary Approval.

71. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as *Exhibit 6*.

72. “**Private Information**” means Settlement Class Members’ information that may have been exposed in the Data Incident, which potentially may include name, date of birth, address, telephone, and email; Social Security number; driver’s license number or government-issued identification number; health insurance information, such as name of plan/insurer/government payor, member/Medicaid/Medicare ID number, plan and/or group number; and/or information regarding dental/orthodontic care.

73. “**Publication Notice**” means the additional form of Notice, substantially in the form attached hereto as *Exhibit 3*, that the Settlement Administrator may use to notify Settlement Class Members for whom addresses are unavailable.

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

75. “**Released Claims**” means any and all actual, existing or potential, filed or unfiled, asserted or unasserted, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, liquidated or unliquidated liabilities, claims, demands, liabilities, rights, actions, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and/or obligations, losses and remedies, whether in law or in equity, accrued or unaccrued, direct, individual or representative, joint or several, of every nature and description whatsoever, based on any federal, state, local, statutory, common law, equity, or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to or arising out of (a) the Data Incident; or (b) any of the alleged violations of laws or regulations cited or which could have been cited in the Complaint.

76. “**Released Parties**” means Defendants and Defendants’ past, present, and future

direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees. “Released Parties” also includes any Covered Entity end-clients of Defendants whose insurance plan members’ information potentially may have been exposed in the Data Incident and Healthplex customers on whose behalf notice was provided to individuals. It is expressly understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

77. “**Releasing Parties**” means (i) Plaintiffs and all Settlement Class Members, (ii) each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entirety, agents, attorneys, (iii) any entities in which a Plaintiff and/or other participating Settlement Class Member has or had a controlling interest or that has or had a controlling interest in him, her, or it, (iv) any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of a Plaintiff and/or any other Settlement Class Member, and all those who claim through them or on their behalf, and (v) the respective past and present directors, governors, executive-committee members, officers, officials, employees, members, partners, principals, agents, attorneys, advisors, trustees, administrators, fiduciaries, consultants, service providers, representatives, successors in interest, assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities identified in (i)-(iv).

78. “**Settlement Administrator**” means Kroll Settlement Administration LLC or “Kroll.”

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

80. “**Settlement Class**” means all living individuals who were sent a notice of the Data Incident stating that their Private Information was potentially impacted as a result of the Data Incident. Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendants, or their respective subsidiaries and affiliated companies; (2) governmental entities; (3) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (4) any Settlement Class Member who timely and properly opts-out of the Settlement.

81. “**Settlement Class Member**” means any member of the Settlement Class.

82. “**Settlement Class Member Benefits**” means Cash Payments for Documented Out-of-Pocket Losses, Medical Data Monitoring, Business Practice Changes, Settlement Administration Costs, and attorneys’ fees and costs.

83. “**Settlement Website**” means the website the Settlement Administrator will establish as a means for Settlement Class members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees and Costs, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for six months after Final Approval.

84. “**Valid Claim**” means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member

personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

85. **“Value of the Settlement”** means the total value of each of the Settlement Class Member Benefits procured by Plaintiffs as a result of the Settlement.

### **III. Payment of Settlement Class Member Benefits**

86. Pursuant to the terms of Sections IV and V herein, and the Additional Agreements, Defendants shall pay all of the following Settlement Class Member Benefits: (1) all Cash Payments for Documented Out-of-Pocket Losses to Settlement Class Members who submit Valid Claims, up to \$250,000.00; (2) the cost of Medical Data Monitoring for all Settlement Class Members up to the amount specified in the terms of the Monitoring Service Order Form; (3) all Settlement Administration Costs, up to \$2,000,000.00; (4) any attorneys' fees awarded by the Court, up to \$6,400,000.00; and (5) any other litigation costs awarded by the Court, up to \$1,313,000.00. Defendants will have no further obligation, and under no circumstance will Defendants be obligated, to make any other payments other or more than those expressly identified in this Agreement and the Additional Agreements.

87. Defendants shall directly pay the Settlement Administration Costs to the Settlement Administrator pursuant to the Kroll Settlement Administration Letter Agreement, paying all invoices when issued, subject to a \$2,000,000.00 cap. If there is no Final Approval or the Effective

Date does not occur, following the payment of any unpaid invoices for Settlement Administration Costs, Defendants shall have no other financial obligations pursuant to this Agreement.

**IV. Certification of the Settlement Class**

88. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. Defendants agree solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendants shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action, the *Kleinheksel* Action, or any other action relating to or arising out of the alleged Data Incident.

**V. Settlement Class Member Benefits**

89. The Settlement includes the following Settlement Class Member Benefits, all of which will be paid by the Defendants subject to the limits described in Section III-V: (a) the cost of Medical Data Monitoring for all Settlement Class Members; (b) Cash Payments for Documented Out-of-Pocket Losses to all those Settlement Class Members who submit Valid Claims; (c) Business Practice Changes; (d) Settlement Administration Costs; and (d) any Court-approved attorneys' fees and costs.

**a. Medical Data Monitoring**

All Settlement Class Members will, without having to file a Claim, automatically receive the opportunity to enroll in two years of CyEx's Medical Shield Complete that will include: (i) \$1,000,000 Identity Theft Insurance with no deductible; (ii) Real Time Monitoring of the credit

file with one credit bureau; (iii) Medicare Beneficiary Identifier ID monitoring; (iv) Medical Record Number Monitoring; (v) International classification of disease monitoring; (vi) National provider identifier monitoring; (vii) Health Savings Account monitoring; (viii) Dark Web scanning with immediate notification of potential unauthorized use; (ix) Security freezing assistance; and (x) Victim assistance and access to fraud resolution agents to help investigate and resolve instances of identity theft. Each Settlement Class Members' Notice will include a unique code that, beginning 30 days after the Effective Date, may be used to activate their monitoring subscription. The CyEx Medical Shield Complete has a current retail cost of \$179.40 per year per Settlement Class Member. Within thirty days of the Effective Date, Defendants will be responsible for paying CyEx LLC directly for all costs associated with enrolling all Settlement Class Members in Medical Data Monitoring pursuant to the Monitoring Service Order Form. Under no circumstances will MCNA be obligated to pay any more than the amount specified in the Monitoring Service Order Form, for the costs associated with enrolling all Settlement Class Members in the Medical Data Monitoring.

**b. Cash Payment for Documented Out-of-Pocket Losses**

In addition to receiving the opportunity to enroll in Medical Data Monitoring, Settlement Class Members may also submit a Claim Form for a Cash Payment for up to \$2,500.00 each. To receive a Cash Payment for Documented Out-of-Pocket Losses, Settlement Class Members must, under penalty of perjury, submit and complete a Claim Form with supporting documentation of actual expenditures resulting from the alleged Data Incident. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed

for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with any credit monitoring and identity theft protection product or through a financial institution's consumer fraud policies. If a Settlement Class Member does not submit documentation supporting a loss, or if the Settlement Administrator rejects the Claim for any reason and the Settlement Class Member fails to cure the Claim, the Claim will be rejected. There will be a maximum payment of \$250,000.00 for all Claims made for Cash Payments for Documented Out-of-Pocket Losses. Settlement Class Member Cash Payments will be reduced *pro rata* in the event the total of all Valid Claims exceeds the above cap. Within 30 days of the Effective Date, and following receipt of an invoice from the Settlement Administrator, Defendants will pay the Settlement Administrator the amount necessary to satisfy all Settlement Class Members' Valid Claims for Cash Payments. There will be a maximum payment of \$250,000.00, for all costs associated with the Cash Payment for Documented Out-of-Pocket Losses described in this subparagraph.

**c. Business Practice Changes**

Without acknowledging, admitting to, or conceding any allegations as to the adequacy of its data security before, during, or after the Data Incident, MCNA agrees that they have undertaken, and will continue to undertake, reasonable steps to further secure their systems and environments, including changes and improvements that have been made or are being made to protect Settlement Class Members' Private Information. Except where otherwise required by legal or contractual obligations that Defendants may have, the Parties expressly understand and acknowledge that this provision does not create any third-party enforcement rights and does not impose on Defendants any ongoing reporting or audit obligations.

**VI. Settlement Approval**

90. Plaintiffs' Motion for Preliminary Approval shall, among other matters, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program and the form and content of the Notices; (4) approve the Claim Process and the form and content of the Claim Form; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Kroll Settlement Administration LLC as Settlement Administrator; (7) appoint Plaintiffs as Class Representatives and Jeff Ostrow, Peter Pietro, and Stephanie Casey as Class Counsel for Settlement purposes; (8) stay the Action pending Final Approval of the Settlement; and (9) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendants' Counsel.

**VII. Settlement Administrator**

91. The Parties agree that, subject to Court approval, Kroll shall be the Settlement Administrator. Class Counsel shall oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

92. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claim Process, and ensuring the distribution of all Settlement Class Members Benefits.

93. The Settlement Administrator's duties include the following:
- a. Complete the Court-approved Notice Program by noticing the Settlement Class by Email Notice or Postcard Notice and Publication Notice and sending out Long Form Notices and paper Claim Forms upon request from Settlement Class members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Cash Payments for Documented Out-of-Pocket Losses to Settlement Class Members who submit a Valid Claim;
  - b. Establish and maintain a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class members, and Claim Forms;
  - c. Establish and maintain the Settlement Website to provide important information and to receive electronic Claim Forms;
  - d. Establish and maintain an automated toll-free telephone line for Settlement Class members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class members who call with or otherwise communicate such inquiries;
  - e. Respond to any mailed Settlement Class Member inquiries;
  - f. Process all opt-out requests from the Settlement Class;
  - g. Provide weekly reports to Class Counsel and Defendants' Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
  - h. In advance of the Final Approval Hearing, prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the

number of Claim Forms received, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

i. Distribute Cash Payments for Documented Out-of-Pocket Losses to Settlement Class Members with Valid Claims by electronic means;

j. Invoice Defendants for payment of Settlement Administration Costs, as provided in the Agreement; and

k. Any other Settlement administration function at the instruction of Class Counsel and Defendants.

94. The Notice Program and Notices will be reviewed and approved by the Settlement Administrator. Non-substantive revisions to the Notices may also be made prior to dissemination of the Notice.

95. The Parties, Class Counsel, and Defendants' Counsel shall not have any liability whatsoever with respect to (1) any act, omission, or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; or (2) the payment or withholding of any taxes and tax-related expenses.

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

96. Defendants will provide the Settlement Administrator with the Class List no later than 10 days after entry of the Preliminary Approval Order.

97. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court.

98. Upon receipt of the Class List, the Settlement Administrator will conduct a reverse lookup to locate an email address(es) for each member of the Settlement Class using the information provided in the Class List. Following the Settlement Administrators' completion of the email search, the Settlement Administrator shall send Email Notice to all those Settlement Class Members for which email addresses are available. Those Settlement Class Members whose Email Notice bounce back as undeliverable will be sent a Postcard Notice.

99. Publication Notice will commence within 30 days following Preliminary Approval and be disseminated in a manner determined by the Settlement Administrator in consultation with the Parties. The Publication Notice will direct the Settlement Class to the Settlement Website for more information about the Settlement and to learn how to submit a Claim.

100. The Email Notice and Postcard Notice shall include, among other information: (a) a description of the material terms of the Settlement; (b) the Medical Data Monitoring Code to activate the monitoring service following the Effective Date; (c) how to submit a Claim Form for a Cash Payment; (d) the Claim Form Deadline; (e) the Opt-out Deadline which is the last for Settlement Class members to opt-out of the Settlement Class; (f) the Objection Deadline which is the last day for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees and Costs; (g) the Final Approval Hearing date; and (h) the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel shall insert the correct dates and deadlines in the Notices before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval

Hearing changes.

101. Reminder Email Notices will be sent 30 days after Email Notices are first sent to Settlement Class Members. The Settlement Administrator will attempt to find better addresses for those Settlement Class Members for which Postcard Notices are undelivered or returned.

102. The Notice Program must be completed no later than 45 days before the initial scheduled Final Approval Hearing.

103. The Settlement Administrator shall establish the Settlement Website, using a domain to be approved by the Parties, no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted online directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

104. The Long Form Notice shall also include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Email Notice and Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt-out of the Settlement Class at any time until the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to opt-out of the Settlement Class. Mass or class requests to opt-out filed by third parties on behalf of a mass or class of Settlement Class Members or multiple Settlement Class Members where the opt-out has not been signed by each and every individual Settlement Class Member will not be allowed. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that

Settlement Class Member does not submit a Valid Claim.

105. The Long Form Notice shall also describe a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees and Costs, and the Email Notice and Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be sent to the Clerk of Court, and sent by U.S. Mail to Class Counsel, Defendants' Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the Objection Deadline, as specified in the Notice, and the Settlement Class Member must not have opted-out of the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

106. For an objection to be considered by the Court, the objection must also set forth:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. any objector or objector's counsel who uses Artificial Intelligence to assist in drafting the objection must disclose its use and what platform(s) was used;
- d. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed

case;

e. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees and Costs;

f. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

g. whether the objector or the objector's counsel will appear at the Final Approval Hearing;

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

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

j. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendants' Counsel may conduct limited discovery on any objector or objector's counsel. Failure to strictly comply with each and every requirement contained in this paragraph, in the Long Form Notice, and in the Court's Preliminary Approval Order will result in the Court summarily overruling the objection on procedural grounds.

107. Any Settlement Class Member who opts-out of the Settlement and also objects to the Settlement, regardless of which was submitted first, will be deemed to have opted-out and the

objection will be overruled.

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

108. The Notice and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

109. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

110. The Settlement Administrator shall collect, review, and assess each Claim Form and any supporting documentation received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

111. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate or invalid claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of Claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

112. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim Process. The Settlement Administrator may, in its discretion, deny in whole or

in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps they deem appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of Claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

113. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator will send a Notice of Deficiency to the Settlement Class Member explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Settlement Class Member using the contact information provided in the Claim Form. Additional information and/or documentation can include, for example, answers to questions regarding the validity of the physical or e-signature. A Settlement Class Member shall have until the Claim Form Deadline, or 10 days after the date the Notice of Deficiency is sent via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Settlement Class Member timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Settlement Class Member does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendants and Class Counsel otherwise agree.

114. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class Member;
- f. The Claimant submitted a timely and valid request to opt-out of the Settlement Class.
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to provide sufficient documentation of actual expenditures incurred as a result of the Data Incident;
- i. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- j. The Claim Form otherwise does not comply with the requirements of this Settlement.

115. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following:

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication;
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph;
- c. If a Claim is rejected for fraud, insufficient documentation, or duplication,

the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendants' Counsel shall be provided with copies of all such notifications to Claimants; and

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

116. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and emails and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendants' Counsel. Additionally, Class Counsel and Defendants' Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

117. No person or entity shall have any claim against Defendants, Defendants' Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

118. The Settlement Administrator shall distribute Cash Payments within 45 days of the Effective Date.

119. Cash Payments to Settlement Class Members will be made by electronic payment. Settlement Class Members will elect the method of electronic payment when submitting their Claim. In the event the Settlement Administrator is unable to distribute funds to the Settlement Class Members entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and such Settlement Class Members shall forfeit their entitlement right to the funds.

120. In the event there are funds remaining following the issuance of Cash Payments for

Documented Out-of-Pocket Losses of Valid Claims, all such funds shall be treated as residual funds as described in Section XII.

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

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

122. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees and Costs. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine the completed Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendants and the Released Parties from the Released Claims, as specified in Section XIII below; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendants, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement pursuant to its terms.

**XI. Attorneys' Fees and Costs**

123. *Attorneys' Fees and Costs* - Class Counsel shall apply to the Court for an award of attorneys' fees of up to \$6,400,000.00 using the risk-enhanced lodestar method, plus reimbursement of litigation costs of no more than \$1,313,000.00. In accordance with the limitations set forth in Section III, Defendants agree to pay up to these amounts if the Effective Date occurs and if approved by the Court. The attorneys' fees and cost awards approved by the Court shall be paid by the Defendants by wire transfer to an account designated by Class Counsel within thirty days of the Effective Date.

124. Defendants' obligation to pay for attorneys' fees and reimburse Class Counsel for litigation costs, subject to Court approval and the Effective Date occurring, shall be payable separate and apart from the Settlement Class Member Benefits available to the Settlement Class Members (i.e., Medical Data Monitoring and Cash Payments for Documented Out-of-Pocket Losses).

125. This Settlement is not contingent on approval of the request for attorneys' fees and costs, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provision for attorneys' fees and costs was not negotiated until after an agreement was reached on all material terms of the Settlement.

**XII. Disposition of Residual Funds**

126. Any residual funds shall be distributed to the *cy pres* recipient approved by the

Court within 90 days after the Effective Date. The Parties agree to propose Legal Aid Service of Broward County.

**XIII. Releases**

127. As of the Effective Date, the Releasing Parties shall automatically be deemed to have fully, finally, and irrevocably released and forever discharged the Released Parties of, and shall be forever barred from instituting, maintaining, or prosecuting, the Released Claims.

128. Plaintiffs and Settlement Class Members covenant and agree they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, whether on behalf of themselves or others, against any of the Released Parties in any jurisdiction.

129. With respect to the Released Claims, Plaintiffs and Settlement Class Members expressly understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs explicitly took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiffs and Defendants with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Consequently, Plaintiffs and the Settlement Class Members shall be deemed to have, and by operation of the Settlement shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code (to the extent it is applicable, or any other similar provision under federal, state or local law to the extent any such provision is applicable), which reads:

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.

Upon the Effective Date, each of the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Class Representatives, the Settlement Class Members, and the Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any unknown claims they may have. The Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

130. Plaintiffs or Settlement Class Members may hereafter discover facts other than or different from those that he or she knows or believes to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agrees that, as of the Effective Date, he or she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement. Further, each of those individuals agrees and acknowledges that he or she shall be bound by this Agreement, including by the release herein and that all of their claims in the Action

shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he or she never receives actual notice of the Settlement and/or never receives a Cash Payment for Documented Out-of-Pocket Losses from the Settlement.

131. Settlement Class Members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims arising out of related to the Data Incident and will not receive Medical Data Monitoring and/or a Cash Payment under the Settlement.

132. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting all Released Claims, whether on behalf of Plaintiffs, any Settlement Class Member, or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

133. The power to enforce any term of this Settlement is not affected by the releases in this section.

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

134. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

d. Court approval of the Settlement Class Member Benefits set forth in Section V and the Releases set forth in Section XIII of this Agreement;

e. The Court has entered the Preliminary Approval Order;

f. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final

Approval; and

g. The Effective Date has occurred.

135. Defendants shall have the option to terminate this agreement by notifying Class Counsel and the Court of its intent to do so within 14 days of any of the following: (a) the Court's refusal to grant Preliminary Approval of the Settlement in any material respect; (b) the end of the Opt-Out Period, if more than 2,000 members of the Settlement Class timely and validly opt-out of the Settlement; (c) the Court's refusal to grant Final Approval in any material respect; or (d) the date upon which the Final Approval Order is modified or reversed in any material respect by any appellate or other court. This Agreement shall terminate five (5) days after such written notice is provided.

136. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

**XV. Effect of Termination**

137. The grounds upon which this Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendants', and Defendants' Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of

such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

138. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

**XVI. No Admission of Liability**

139. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendants have denied and continue to deny each of the claims and contentions alleged in the Complaint. Defendants specifically deny that a class could or should be certified in the Action for non-settlement purposes. Defendants do not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendants have agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

140. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted discovery, retained experts, and conducted independent investigation of the alleged claims. Class Counsel

concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

141. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

142. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

143. In addition to any other defenses Defendants or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

## **XVII. Miscellaneous Provisions**

144. ***Deadlines.*** If any of the dates or deadlines specified in this Agreement or attached exhibits falls on a weekend or legal holiday, the applicable due date or deadline shall fall on the next business day.

145. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel

shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendants' Counsel from referring to the publicly-available facts of this Agreement or Settlement; from notifying or explaining that the Action has settled; or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendants may also provide information about the Agreement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary to effect the Settlement.

146. ***Gender and Plurals.*** As used in this Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

147. ***Binding Effect.*** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

148. ***Cooperation of Parties.*** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

149. ***Obligation to Meet and Confer.*** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

150. ***Other Litigation.*** Plaintiffs and Class Counsel will not cooperate with or encourage

any action or filing of claims against Defendants or any Released Parties related to any of the Released Claims.

151. ***Integration and No Reliance.*** This Agreement, together with the Additional Agreements, constitute a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

152. ***No Conflict Intended.*** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

153. ***Governing Law.*** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Florida, without regard to the principles thereof regarding choice of law, and approval of the Settlement and an award of attorneys' fees and costs shall be governed by federal law in the Eleventh Circuit.

154. ***Counterparts.*** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted through email of a PDF shall be deemed an original.

155. ***Jurisdiction.*** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain

jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

156. *Notices.* All notices provided for herein shall be sent by email with a hard copy sent by overnight mail to:

**If to Plaintiffs or Class Counsel:**

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

Peter Prieto  
**PODHURST ORSECK, P.A.**  
2525 Ponce de Leon Blvd., Ste. 700  
Coral Gables, FL 33134  
pprieto@podhurst.com

Stephanie Casey  
**COLSON HICKS EIDSON, P.A.**  
806 Douglas Rd., Ste. 1200  
Coral Gables, FL 33134  
scasey@colson.com

**If to Defendants or Defendants' Counsel:**

Allison Holt Ryan  
Alicia J. Paller  
**HOGAN LOVELLS US LLP**  
Columbia Square  
555 13<sup>th</sup> St., NW  
Washington, D.C. 20004

allison.holt-ryan@hoganlovells.com  
alicia.paller@hoganlovells.com

Mark R. Cheskin  
**HOGAN LOVELLS US LLP**  
600 Brickell Ave., Ste. 2700  
Miami, FL 33131  
mark.cheskin@hoganlovells.com

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

157. ***Modification and Amendment.*** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendants' Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

158. ***No Waiver.*** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

159. ***Authority.*** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

160. ***Agreement Mutually Prepared.*** Neither Plaintiffs nor Defendants shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute,

case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

161. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

162. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

***Signature Page Follows***

**CLASS COUNSEL (On Behalf of all Plaintiffs)**

Jeffrey Ostrow  
Jeffrey Ostrow (Jun 11, 2026 13:48:57 EDT)

JEFF OSTROW  
KOPELOWITZ OSTROW P.A.

Peter Prieto  
Peter Prieto (Jun 12, 2026 11:49:10 EDT)

PETER PRIETO  
PODHURST ORSECK, P.A.

Stephanie A. Casey  
Stephanie A. Casey (Jun 11, 2026 16:52:41 EDT)

STEPHANIE CASEY  
COLSON HICKS EIDSON, P.A.

**DEFENDANTS**

**MANAGED CARE OF NORTH AMERICA, INC.**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its \_\_\_\_\_

**MCNA INSURANCE COMPANY**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its \_\_\_\_\_

**HEALTHPLEX, INC.**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its \_\_\_\_\_

**DEFENDANTS' COUNSEL**

\_\_\_\_\_  
ALLISON HOLT RYAN  
HOGAN LOVELLS US LLP

**CLASS COUNSEL (On Behalf of all Plaintiffs)**

---

JEFF OSTROW  
KOPELOWITZ OSTROW P.A.

---

PETER PRIETO  
PODHURST ORSECK, P.A.

---

STEPHANIE CASEY  
COLSON HICKS EIDSON, P.A.

**DEFENDANTS**

**MANAGED CARE OF NORTH AMERICA, INC.**

*Steven Burstein*  
Steven Burstein (Jun 12, 2026 08:00:22 CDT)  
By: Steven Burstein  
Its Deputy General Counsel

**MCNA INSURANCE COMPANY**

*Steven Burstein*  
Steven Burstein (Jun 12, 2026 08:00:22 CDT)  
By: Steven Burstein  
Its Deputy General Counsel

**HEALTHPLEX, INC.**

*Steven Burstein*  
Steven Burstein (Jun 12, 2026 08:00:22 CDT)  
By: Steven Burstein  
Its Deputy General Counsel

**DEFENDANTS' COUNSEL**

*Allison Holt Ryan*  
ALLISON HOLT RYAN  
HOGAN LOVELLS US LLP

**EXHIBIT 1  
(EMAIL NOTICE)**

From: Administrator@XXXX.com  
To: SettlementClassMemberName@domain.com  
Re: Legal Notice: *Settlement in Crowe, et al. v. Managed Care of North America, Inc., et al.*

---

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Crowe, et al. v. Managed Care of North America, Inc., et al.*, Case No. 0:23-cv-61065-AHS  
United States District Court for the Southern District of Florida

**If you are a person who was sent a notice from Defendants that your Private Information was potentially impacted as a result of the Data Incident, you may be eligible to receive Settlement Class Member Benefits from a Class Action Settlement.**

*A Federal court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.*

**Name:** <<First Name>> <<Last Name>>

**Class Member ID:** <<RefNum>>

**Activation Code:** <<CodeNumber>>

A Settlement has been reached with Managed Care of North America, Inc. (“MCNA, Inc.”), MCNA Insurance Company (“MCNAIC,” and together with MCNA, Inc., “MCNA”), and Healthplex, Inc. (“Healthplex”) (collectively, the “Defendants”) in a class action lawsuit. The lawsuit alleges that between February 26, 2023 and March 7, 2023, there was potential unauthorized access to personally identifiable information and private health information (“Private Information”) on MCNA’s computer systems (the “Data Incident”). The Plaintiffs allege negligence and breach of implied contract, among other claims. The Defendants deny all allegations and any wrongdoing whatsoever. No court or other judicial body has made any judgment or other determination that Defendants have done anything wrong.

**Who is included?** The Defendants’ records indicate you are likely a Settlement Class Member. The Settlement Class consists of all living individuals in the United States who were sent a notice of the Data Incident stating that their Private Information was potentially impacted in the Data Incident.

**What does the Settlement provide?** Under the proposed Settlement, the Defendants will pay for Settlement Class Member Benefits, all Settlement Administration Costs, and any Court-approved attorneys’ Fees and Costs subject to the terms of the Settlement. The Settlement provides for cash payments for Documented Losses (up to \$2,500 per individual Claim and up to \$250,000 for all Settlement Class Members subject to pro rata reduction) to Settlement Class Members who file a Valid Claim. You also are automatically entitled to receive two years of <<Medical Data Monitoring product>>. Your enrollment code for the monitoring is: <<code>>. This code will become active for use within thirty days after the Effective Date, which is currently estimated to be **Month XX, 2026**. If you would like to confirm that the enrollment codes are active, please visit the Settlement Website at [www.\[website\].com](http://www.[website].com).

**How do I get a Cash Payment for Documented Out-of-Pocket Losses?** You must submit a Claim Form online at [www.\[website\].com](http://www.[website].com) by 11:59 p.m. ET on **Month XX, 2026** or by mail, postmarked by **Month XX, 2026**, to receive a Cash Payment for Documented Out-of-Pocket

Losses. Please visit the website for a full description of the Settlement Class Member Benefits and how to submit a Claim Form.

**What are my other options?** If you do nothing, you will be legally bound by the terms of the Settlement, will “release” your legal claims against the Defendants and the other Released Parties as defined in the Settlement Agreement, and will receive the Medical Data Monitoring benefit. If you do not want to be legally bound by the Settlement, you must request to be excluded from the Settlement (or “opt out”) by **Month XX, 2026**. If you want to object to the Settlement or some part of it, you may file an objection by **Month XX, 2026**. Please visit [www.\[website\].com](http://www.[website].com) for more information on the claims you are releasing and instructions on how to opt out or object.

**Who represents me?** The Court appointed Jeff Ostrow of Kopelowitz Ostrow P.A., Peter Prieto of Podhurst Orseck, P.A., and Stephanie Casey of Colson Hicks Eidson, P.A. as Class Counsel to represent you and the Settlement Class Members. You will not be charged for these attorneys. If you want to be represented by your own lawyer, you may hire one at your own expense.

**The Court’s Final Approval Hearing.** The Court will hold a Final Approval Hearing on **Month XX, 2026** to consider approving the Settlement, the attorneys’ Fees and Costs of up to \$6,400,000, plus reimbursement of litigation costs of to \$1,313,000. You or your attorney may appear at the hearing at your own cost, but you do not have to.

**How do I get more information?** This Notice is only a summary. For more information, access to related documents, or to change your address, please visit [www.\[website\].com](http://www.[website].com) or call toll-free **(XXX) XXX-XXXX**.

**EXHIBIT 2  
(POSTCARD NOTICE)**

Crowe, et al., Managed Care of North America, Inc., et al.  
c/o Kroll Settlement Administration LLC  
P.O. Box XXXXXX  
New York, NY 10150-XXXX

FIRST CLASS MAIL  
U.S. POSTAGE PAID  
CITY, ST  
PERMIT NO. XXXX

ELECTRONIC SERVICE REQUESTED

NOTICE OF CLASS ACTION  
SETTLEMENT

**If you are a person sent a notice that your Private Information was potentially impacted as a result of a Data Incident between February 26, 2023, and March 7, 2023, you may be eligible to receive benefits from a class action settlement.**

[www.\[website\].com](http://www.[website].com)

<<Refnum Barcode>>

**Class Member ID:** <<Refnum>>

**Activation Code:** <<CodeNumber>>

Postal Service: Please do not mark or cover

<<FirstName>> <<LastName>>

<<Address>>

<<Address2>>

<<City>>, <<ST>> <<Zip>>-<<zip4>>

<<Country>>

A settlement has been reached with OptumCare of North America, Inc. ("OptumCare"), MCNA Insurance Company ("MCNA"), and together with MCNA, Inc., "MCNA"), and Healthplex, Inc. ("Healthplex") (collectively, the "Defendants") in a class action lawsuit, *Crowe, et al. v. Managed Care of North America, Inc., et al.*, Case No. 0:23-cv-61065-AHS. The lawsuit alleges that between February 26, 2023 and March 7, 2023, there was potential unauthorized access to personally identifiable information and private health information ("Private Information") on MCNA's computer systems (the "Data Incident"). The Plaintiffs allege negligence among other claims. The Defendants deny all allegations and any wrongdoing whatsoever.

**Who is included?** Defendants' records indicate you are likely a Settlement Class Member. The Settlement Class consists of all living individuals who were sent a notice of the Data Incident stating their Private Information was potentially impacted as a result of the Data Incident.

**What does the Settlement provide?** Under the proposed Settlement, the Defendants will pay for Settlement Class Member Benefits, all Settlement Administration Costs, and any Court-approved attorneys' Fees and Costs subject to the terms of the Settlement. The Settlement provides cash payments for Documented Out-of-Pocket Losses (up to \$2,500 per individual Claim and a maximum of \$250,000 for all Settlement Class Members subject to pro rata reduction) to Settlement Class Members who file a Valid Claim. You also are *automatically* entitled to receive two years of <<Medical Data Monitoring product>>. Your enrollment code for the monitoring is: <<code>>. This code will become active for use within 30 days after the Effective Date, which is currently estimated to be **Month XX, 2026**. If you would like to confirm enrollment codes are active, please visit the Settlement Website at [www.\[website\].com](http://www.[website].com).

**How do I get a Cash Payment for Documented Out-of-Pocket Losses?** You must submit a Claim Form with supporting documentation online at [www.\[website\].com](http://www.[website].com) by 11:50 p.m. ET on **Month XX, 2026** or by mail, postmarked by **Month XX, 2026**, to receive a Cash Payment for Documented Losses. Please visit the website for a full description of the Settlement Class Member Benefits and how to submit a Claim Form.

**What are my other options?** If you do nothing, you will be legally bound by the terms of the Settlement, will "release" your legal claims against the Defendants and the other Released Parties as defined in the Settlement Agreement, and will receive the Medical Data Monitoring benefit. If you do not want to be legally bound by the Settlement, you must request to be excluded from the Settlement (or "opt out") by **Month XX, 2026**. If you want to object to the Settlement or some part of it, you may file an objection by **Month XX, 2026**. Please visit [www.\[website\].com](http://www.[website].com) for more information on the claims you are releasing and instructions on how to opt out or object.

**Who represents me?** The Court appointed Jeff Ostrow of Kopelowitz Ostrow P.A., Peter Prieto of Podhurst Orseck, P.A., and Stephanie Casey of Colson Hicks Eidson, P.A. as Class Counsel to represent you and the Settlement Class Members. You will not be charged for these attorneys. If you want to be represented by your own lawyer, you may hire one at your own expense.

**The Court's Final Approval Hearing.** The Court will hold a Final Approval Hearing on **Month XX, 2026** to consider approving the Settlement, Class Counsel's request for the payment of attorneys' Fees and Costs of up to \$6,400,000, plus reimbursement of litigation costs of to \$1,313,000. You or your attorney may appear at the hearing at your own cost, but you do not have to.



**EXHIBIT 3  
(PUBLICATION NOTICE)**

**Crowe v. Managed Care of North America**

**A settlement has been reached with Managed Care of North America, Inc., MCNA Insurance Company, and Healthplex, Inc. involving a data incident.**

Philadelphia, PA, **Month, 00, 2026** /PRNewswire/ -- The following statement is being issued by Kroll Settlement Administration regarding *Crowe v. Managed Care of North America, Inc.*, No. 0:23-cv-61065-AHS (S.D. Fla.).

A settlement has been reached with Managed Care of North America, Inc. ("MCNA, Inc."), MCNA Insurance Company, and Healthplex, Inc. (collectively, "Defendants") in a class action lawsuit. The lawsuit alleges that between February 26, 2023 and March 7, 2023, there was potential unauthorized access to personally identifiable information and private health information ("Private Information") on MCNA's computer systems (the "Data Incident"). Defendants deny all allegations and any wrongdoing whatsoever. No court or other judicial body has made any judgment or other determination that Defendants have done anything wrong.

If you received notice that your Private Information may have been compromised in the Data Incident, you are included as a Settlement Class Member.

The Settlement includes cash payments up to \$2,500 for Documented Out-of-Pocket Losses. You must submit a Claim Form for Documented Out-of-Pocket Losses by **Month 00, 2026**. If you were already reimbursed for Documented Out-of-Pocket Losses by another source, you may not submit a claim for those losses under this Settlement. If you do not opt out of the Settlement, you will automatically receive two years of medical data monitoring (available only after enrollment and after the Court grants final approval of the Settlement). You do not need to submit a Claim Form for this benefit. Defendants have undertaken and will continue to undertake reasonable steps to further secure their systems and environments, including to protect Private Information.

If you don't want to be legally bound by the Settlement, you must opt out by **Month 00, 2026**. If you do not agree with the Settlement, you may submit an objection by **Month 00, 2026**. If you do nothing, you will not receive payment for Documented Out-of-Pocket Losses, you will receive medical data monitoring, and you will remain a Settlement Class Member and will give up your right to sue Defendants for the claims resolved by this Settlement.

A Final Approval Hearing is currently scheduled for **Month 00, 2026**. At the hearing, the Court will determine whether to approve the Settlement, approve attorneys' fees and costs.

For more information, visit **www.[website].com** or call **000-000-000**.

Source: Kroll Settlement Administration

Media Contact (press only): **TBD, (000) 000-0000**

Crowe v. Managed Care of North America


Banner Ads

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Version 1

**Was your Private Information potentially compromised in the MCNA Data Incident?**

*You may be eligible for benefits from a settlement.*



**LEARN MORE >**

Version 2

**Was your Private Information potentially compromised in the MCNA Data Incident?**

*You may be eligible for benefits from a settlement.*



**LEARN MORE >**

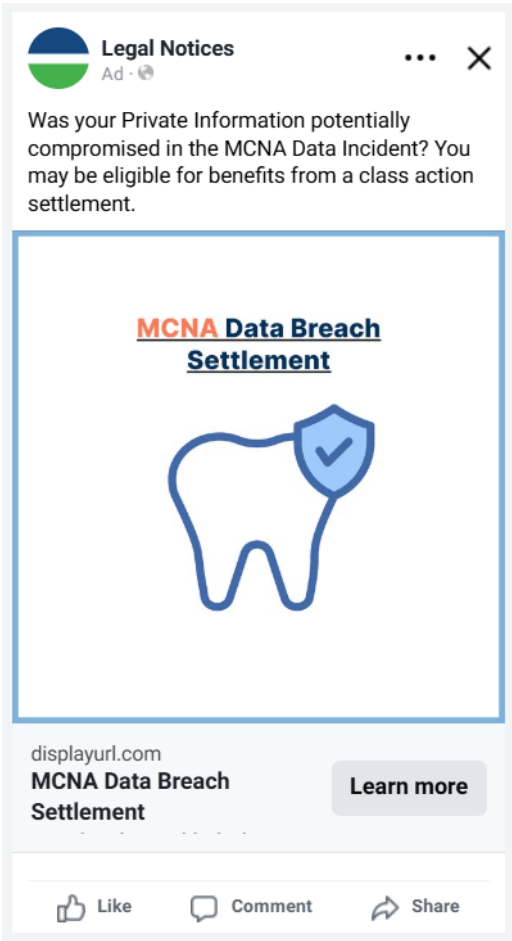
Crowe v. Managed Care of North America

Social Media Ad

All images selected for use on the banner ads will be used on the social media ads. Sample provided below.

Primary Text: Was your Private Information potentially compromised in the MCNA Data Incident? You may be eligible for benefits from a class action settlement.

Headline: MCNA Data Breach Settlement



**Crowe v. Managed Care of North America**

**Search Ad**

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**Sponsored**



[www.url-tbd.com](http://www.url-tbd.com)

<https://www.url-tbd.com>

**MCNA Dental Class Action | MCNA Dental Data Settlement | MCNA Class Action Settlement**

Was your Private Information potentially compromised in the MCNA Data Incident? You may be eligible for benefits from a class action settlement.

**EXHIBIT 4  
(LONG FORM NOTICE)**

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

United States District Court for the Southern District of Florida  
*Crowe, et al., v. Managed Care of North America, Inc., et al.*, Case No. 0:23-cv-61065-AHS

**Were you notified that your Private Information was potentially impacted by a Data Incident at MCNA between February 26, 2023 and March 7, 2023? You may be eligible for benefits from a class action settlement.**

A Federal court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

- A Settlement has been reached with Managed Care of North America, Inc. (“MCNA”), MCNA Insurance Company (“MCNAIC”), and Healthplex, Inc. (“Healthplex”) (the collectively, the “Defendants”) in a class action lawsuit. The lawsuit alleges that between February 26, 2023 and March 7, 2023, there was potential unauthorized access to personally identifiable information and private health information (“Private Information”) on MCNA’s computer systems. The Plaintiffs allege negligence and breach of implied contract, among other claims. The Defendants deny all allegations and any wrongdoing whatsoever. No court or other judicial body has made any judgment or other determination that Defendants have done anything wrong.
- The Settlement Class consists of all living individuals who were sent a notice of the Data Incident stating their Private Information was potentially impacted as a result of the Data Incident.
- Under the proposed Settlement, the Defendants will pay for Settlement Class Member Benefits, all Settlement Administration Costs, and any Court-awarded attorneys’ Fees and Costs subject to the terms of the Settlement. Settlement Class Members will *automatically*, without having to submit a Claim Form, receive two years of Medical Data Monitoring. Subject to the limitations contained in the Settlement described herein, the Settlement also provides a total of up to \$250,000 for Cash Payments for Out-of-Pocket Documented Losses (up to \$2,500 per individual Claim) to Settlement Class Members who file a Valid Claim.
- Your rights are affected whether you do or do not act. Please read this Notice carefully.

| YOUR LEGAL RIGHTS AND OPTIONS                           |   | DEADLINE              |
|---|---|-----------------------|
| <b>SUBMIT A CLAIM FORM</b>                              | The only way to receive a Cash Payment for Documented Out-of-Pocket Losses from this Settlement is to submit a Claim Form.  | <b>Month XX, 2026</b> |
| <b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>             | If you exclude yourself, you will not be bound by the terms of the Settlement and you keep the right to sue the Defendants about the claims resolved by this Settlement. You will not receive any benefits from the Settlement.   | <b>Month XX, 2026</b> |
| <b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b> | If you do not exclude yourself from the Settlement, you may object to it and tell the Court what you do not like about it. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you can still submit a Claim Form for benefits.  | <b>Month XX, 2026</b> |
| <b>DO NOTHING</b>                                       | If you do nothing, you will remain in the Settlement Class and give up the right to sue the Defendants about the claims resolved by this Settlement. You will <i>automatically</i> receive two years of Medical Data Monitoring; however, you will not receive a Cash Payment for Documented Out-of-Pocket Losses unless you submit a Claim Form. | <b>No deadline</b>    |

- These rights and options—and the deadlines to exercise them—are explained in this Notice.

**Questions? Call (XXX) XXX-XXXX or visit [www.\[website\].com](http://www.[website].com).**

- The Court in charge of this case still must decide whether to approve the Settlement.

**WHAT THIS NOTICE CONTAINS**

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## BASIC INFORMATION

### 1. Why was this Notice issued?

A Court authorized this Notice because you have a right to know about the proposed Settlement of this class action and about all of your options before the Court decides whether to grant Final Approval of the Settlement. This Notice explains the Action, your legal rights, what benefits are available, and who can receive them.

The Action is called *Crowe, et al., v. Managed Care of North America, Inc., et al.*, Case No. 0:23-cv-61065-AHS pending in the United States District Court for the Southern District of Florida. The people who filed this Action are called the “Plaintiffs” and the companies they sued, Managed Care of North America, Inc. (“MCNA, Inc.”), MCNA Insurance Company (“MCNAIC,” and together with MCNA, Inc., “MCNA”), and Healthplex, Inc. (“Healthplex”) are called the “Defendants.”

### 2. What is this Action about?

On or about March 7, 2023, the Defendants became aware that an unauthorized party had potentially accessed personally identifiable information and private health information (“Private Information”) of certain individuals from MCNA’s network between February 26, 2023, and March 7, 2023 (the “Data Incident”). The Private Information potentially may have included some combination of the following: names, physical addresses, email addresses, dates of birth, Social Security numbers, driver’s license numbers, government-issued ID numbers, health insurance information (such as plan information, insurance company name, and member number), Medicaid and Medicare ID numbers, information regarding dental/orthodontic care, and plan and/or group number.

On May 26, 2023, Defendants began sending notice letters to potentially affected persons, informing them that their Private Information may have been compromised in the Data Incident.

The Plaintiffs allege negligence and breach of implied contract, among other claims. The Defendants deny all of the Plaintiffs’ claims and any wrongdoing whatsoever. No court or other judicial body has made any judgment or other determination that Defendants have done anything wrong.

### 3. What is a class action?

In a class action, one or more people called “Class Representatives” or “Plaintiffs” sue on behalf of people who may have similar claims. Together, the people included in the class action are called a “Settlement Class” or “Settlement Class Members.” One court resolves the lawsuit for all Settlement Class Members, except for those who exclude themselves (sometimes called, “opting out”) from a settlement. In this Settlement, the Class Representatives are Kade McCraw, Sara Hughes, Samantha Hathaway, Tarek Kachakech, Yvon Hanekom, and Frannie Zurline.

### 4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendants. The Defendants deny all claims and any wrongdoing whatsoever. The Plaintiffs and Defendants agreed to a Settlement to avoid the costs and risks of a trial, and enable Settlement Class Members to receive benefits. The Plaintiffs and their attorneys, who also represent Settlement Class Members as “Class Counsel,” believe the Settlement is in the best interests of all Settlement Class Members.

## WHO IS IN THE SETTLEMENT?

### 5. Who is included in the Settlement?

The Settlement Class consists of all living individuals in the United States who were sent a notice of the Data Incident stating that their Private Information was potentially impacted as a result of the Data Incident.

**6. Are there exceptions to being included?**

Yes, excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of the Defendants, or their respective subsidiaries and affiliated companies; (2) governmental entities; (3) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (4) any Settlement Class Member who timely and properly opts-out of the Settlement.

**THE SETTLEMENT CLASS MEMBER BENEFITS**

**7. What does the Settlement provide?**

Under the proposed Settlement, the Defendants will pay for Settlement Class Member Benefits, all Settlement Administration Costs, and any Court-approved attorneys’ Fees and Costs. Settlement Class Member Benefits include:

- **Medical Data Monitoring:** Two years of <<Medical Data Monitoring product>>, provided *automatically* to Settlement Class Members who do not opt-out of the Settlement and choose to enroll in the monitoring.
- **Cash Payments for Documented Out-of-Pocket Losses:** A total of up to \$250,000 for cash payments for unreimbursed Documented Out-of-Pocket Losses (up to \$2,500 per individual Claim) to Settlement Class Members who file a Valid Claim with supporting documentation. Cash Payments will be reduced pro rata in the event the total dollar amount of all Valid Claims exceeds \$250,000.
- **Business Practice Changes:** Defendants have undertaken and will continue to undertake reasonable steps to further secure their systems and environments, including changes and improvements that have been made or are being made to protect Settlement Class Members’ Private Information.

**8. Tell me more about the Medical Data Monitoring.**

If you do not opt out of the Settlement, you are *automatically* entitled to receive two years of <<Medical Data Monitoring product>>. <<add description of Medical Data Monitoring product>>.

You do not need to submit a Claim Form to receive this Settlement Class Member Benefit.

The Notice you received by email or mail included a unique code to enroll in the monitoring. This enrollment code will become active for use within thirty days after the Effective Date of the Settlement, which is currently estimated to be **Month XX, 2026**. If you would like to confirm that the enrollment codes are active, please visit the Settlement Website at [www.\[website\].com](http://www.[website].com).

If you do not know your enrollment code, please contact the Settlement Administrator at **(XXX) XXX-XXXX** or use the “Contact Us” form on the Settlement Website.

**9. Tell me more about the Cash Payment for Documented Out-of-Pocket Losses.**

In addition to automatically receiving Medical Data Monitoring, you may also submit a Claim for a cash payment for unreimbursed Documented Out-of-Pocket Losses for up to \$2,500.

“Documented Out-of-Pocket Losses” include actual, documented and unreimbursed out-of-pocket costs or expenditures resulting directly from fraud or identity theft relating to the Data Incident, if the cost or expenditure: (i) is an actual, documented and unreimbursed monetary cost or expenditure due to fraud or identity theft; (ii) is fairly traceable to the Data Incident; (iii) occurred after the Data Incident and before Month XX, 2026; and (iv) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

**Questions? Call (XXX) XXX-XXXX or visit [www.\[website\].com](http://www.[website].com).**

You cannot be reimbursed for Documented Out-of-Pocket Losses if you have already been reimbursed for the same expenses by another source, including compensation provided in connection with any credit monitoring and identify theft protection product or through a financial institution’s consumer fraud policies.

To receive a Cash Payment for Documented Out-of-Pocket Losses, you must submit a complete Claim Form with “reasonable” supporting documentation. Reasonable supporting documentation means documentation generated by a third party supporting your claim (i.e., telephone records, correspondence, receipts, etc.). Personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted reasonable supporting documentation.

If you do not submit reasonable supporting documentation, or if the Settlement Administrator rejects your Claim for any reason and you fail to cure the Claim, it will be rejected.

**10. How will Cash Payments for Documented Out-of-Pocket Losses be calculated?**

The Defendants will provide a total of up to \$250,000 for Cash Payments for Documented Out-of-Pocket Losses (up to \$2,500 per individual Claim) to Settlement Class Members who file a Valid Claim. Cash payments to Settlement Class Members with Valid Claims will be reduced *pro rata* (proportionally) in the event the total of all Valid Claims exceeds the total amount provided.

**11. Why what claims am I releasing if I stay in the Settlement?**

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendants about any of the legal claims this Settlement resolves. The Releases section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at [www.\[website\].com](http://www.[website].com).

**HOW TO GET A CASH PAYMENT FOR DOCUMENTED OUT-OF-POCKET LOSSES - SUBMITTING A CLAIM**

**12. How do I submit a Claim Form to get a Cash Payment for Documented Out-of-Pocket Losses?**

You must submit a Claim Form by **Month XX, 2026** to receive a Cash Payment for Documented Out-of-Pocket Losses. Claim Forms must be submitted, with supporting documentation, online at [www.\[website\].com](http://www.[website].com) by 11:59 p.m. ET, or by mail, postmarked by **Month XX, 2026**, to the Settlement Administrator at:

*Crowe, et al., v. Managed Care of North America, Inc., et al.*  
c/o Kroll Settlement Administration  
P.O. Box **XXXXXX**  
New York, NY 10150-**XXXX**

**Reminder:** If you remain in the Settlement Class, you are *automatically* entitled to receive two years of Medical Data Monitoring (see Question 8). You do not need to submit a Claim Form to receive this Settlement Class Member Benefit.

**13. When will I get Settlement Class Member Benefits?**

The short answer is – after the Settlement is “finally approved” and any challenges to that approval are finally resolved. The Court is scheduled to hold a Final Approval Hearing on **Month XX, 2026**, to decide whether to approve the Settlement and award attorneys’ fees and costs for Class Counsel for representing the Settlement Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement Class Member Benefits will be available as soon as possible, if and when the Court grants Final Approval of the Settlement and after any appeals are resolved.

**Questions? Call (XXX) XXX-XXXX or visit [www.\[website\].com](http://www.[website].com).**

## THE LAWYERS REPRESENTING YOU

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

Yes, the Court appointed Jeff Ostrow of Kopelowitz Ostrow P.A., Peter Prieto of Podhurst Orseck, P.A., and Stephanie Casey of Colson Hicks Eidson, P.A. to represent you and other Settlement Class Members as Class Counsel. You will not be charged directly for these lawyers.

If you want to be represented by your own lawyer, you may hire one at your own expense.

### 15. Should I get my own lawyer?

It is not necessary for you to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 16. How will the lawyers be paid?

Class Counsel will ask the Court to award attorneys' fees of up to \$6,400,000, plus reimbursement of litigation costs of no more than \$1,313,000. If approved, these amounts will be paid by the Defendants.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

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

If you do not want to receive any benefits from the Settlement, and you want to keep your right to separately sue the Defendants about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called "opting out" of the Settlement Class. The Opt-Out Deadline to submit an Opt-Out Request from the Settlement is **Month XX, 2026**.

To exclude yourself from the Settlement, you must submit a written Opt-Out Request that includes the following information:

- A statement indicating a request to opt out, e.g., "I would like to opt out of the Settlement Class in *Crowe, et al., v. Managed Care of North America, Inc., et al.*, Case No. 0:23-cv-61065-AHS.";
- Your full name, mailing address, telephone number, and email address (if any);
- Your personal signature.

Your request to opt out must be mailed to the Settlement Administrator at the address below, postmarked no later than **Month XX, 2026**.

*Crowe, et al., v. Managed Care of North America, Inc., et al.*,  
c/o Kroll Settlement Administration LLC  
ATTN: Opt-Out Request  
P.O. Box XXXXXX  
New York, NY 10150-XXXX

"Mass" or "class" opt outs filed by third parties are not permitted under the Settlement Agreement unless every request is signed by the individual Settlement Class Member.

## OBJECTING TO THE SETTLEMENT

### 18. How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it, whether that be to the Settlement Class Member Benefits or Class Counsel's request for attorneys' fees and costs, Releases provided to the Defendants, or some other aspect of the Settlement. Through an objection, you give reasons why you think the Court should not approve the Settlement.

Questions? Call (XXX) XXX-XXXX or visit [www.\[website\].com](http://www.[website].com).

To be considered by the Court, your objection must include:

- The case name and number, “*Crowe, et al., v. Managed Care of North America, Inc., et al.*, Case No. 0:23-cv-61065-AHS”;
- Your full name, mailing address, telephone number, and email address (if any);
- All grounds for the objection, accompanied by any legal support for the objection known to you or your attorney;
- A statement disclosing any use of Artificial Intelligence (AI) by you or your attorney in drafting the objection and the platform(s) that were used;
- The number of times you have objected to a class action settlement within the five years preceding the date you are filing your objection in this case, the caption of each case in which you have made an objection, and a copy of any orders related to or ruling upon the prior objection(s) that were issued by the trial and appellate courts in each listed case;
- The identity of all attorneys who represent you, including any former or current attorney who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys’ Fees and Costs;
- The number of times in which your attorney and/or his or her law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which the attorney or the firm has made such objection and a copy of any orders related to or ruling upon the attorney’s or their law firm’s prior objections that were issued by the trial and appellate courts in each listed case in which your attorney and/or their law firm have objected to a class action settlement within the preceding five years;
- Whether you or your attorney will appear at the Final Approval Hearing;
- A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- Your signature (an attorney’s signature is not sufficient).

Objections must be filed with or sent to the Court, postmarked or shipped (e.g., if sent by FedEx), by **Month XX, 2026** at the following address:

United States District Court for the Southern District of Florida

<<Street Address>  
<<City>>, <<ST>> <<Zip Code>>

A copy of your objection also must be mailed to Class Counsel, Defendants’ Counsel, and the Settlement Administrator at the addresses below, postmarked no later than **Month XX, 2026**.

| CLASS COUNSEL  | DEFENDANTS’ COUNSEL  | SETTLEMENT ADMINISTRATOR  |
|--|--|---|
| Jeff Ostrow<br><b>KOPELOWITZ OSTROW P.A.</b><br>1 West Las Olas Blvd.<br>Ste. 500<br>Fort Lauderdale, FL 33301<br><br>Peter Pietro<br><b>PODHURST ORSECK, P.A.</b><br>2525 Ponce de Leon Blvd.<br>Ste. 700 | Allison Holt Ryan<br>Alicia J. Paller<br><b>HOGAN LOVELLS US LLP</b><br>Columbia Square<br>555 13th St., NW<br>Washington, D.C. 20004<br><br>Mark R. Cheskin<br><b>HOGAN LOVELLS US LLP</b><br>600 Brickell Ave. | <i>Crowe, et al., v. Managed Care of North America, Inc., et al.</i><br>c/o Kroll Settlement Administration<br>P.O. Box XXXXXX<br>New York, NY 10150-XXXX |

Questions? Call (XXX) XXX-XXXX or visit www.[website].com.

| CLASS COUNSEL   | DEFENDANTS' COUNSEL          | SETTLEMENT ADMINISTRATOR |
|---|------------------------------|--------------------------|
| Coral Gables, FL 33134<br><br>Stephanie Casey<br><b>COLSON HICKS EIDSON, P.A.</b><br>806 Douglas Rd.<br>Ste. 1200<br>Coral Gables, FL 33134 | Ste. 2700<br>Miami, FL 33131 |                          |

**19. What is the difference between objecting and opting out?**

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from it. Excluding yourself from the Settlement means telling the Court you do not want to be part of the Settlement. If you exclude yourself or opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

**THE COURT'S FINAL APPROVAL HEARING**

**20. When is the Court's Final Approval Hearing?**

The Court is scheduled to hold a Final Approval Hearing on **Month XX, 2026 at XX:X0 x.m. ET**, at Courthouse Name, Street Address, City, FL Zip Code, to decide whether to approve the Settlement and whether award attorneys' Fees and Costs of up to \$6,400,000, plus reimbursement of litigation costs of no more than \$1,313,000. The date and time of this hearing may change without further notice. Please check **www.[website].com** for updates.

**21. Do I have to come to the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense. If you file an objection, you may, but you do not have to, come to the Final Approval Hearing to talk about it. If you file your written objection on time and in accordance with the requirements above, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

**IF YOU DO NOTHING**

**22. What happens if I do nothing at all?**

If you are a Settlement Class Member and you do nothing, you will give up your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendants and the Released Parties, as defined in the Settlement Agreement, about the legal issues resolved by this Settlement. In addition, you will be bound by the Releases in the Settlement and will not be eligible to receive a Cash Payment for Documented Out-of-Pocket Losses, although you will still receive two years of Medical Data Monitoring.

**GETTING MORE INFORMATION**

**23. How do I get more information?**

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, **www.[website].com**.

If you have additional questions or need to update your address, you may contact the Settlement Administrator by telephone at **(XXX) XXX-XXXX**, or by mail:

*Crowe, et al., v. Managed Care of North America, Inc., et al.*

**Questions? Call (XXX) XXX-XXXX or visit www.[website].com.**

c/o Kroll Settlement Administration LLC

P.O. Box XXXX

New York, NY 10150-XXXX

**Questions? Call (XXX) XXX-XXXX or visit [www.\[website\].com](http://www.[website].com).**

**EXHIBIT 5  
(CLAIM FORM)**

\*000000000000\*  
000000000000

**Your Claim Form must be submitted online or postmarked by: Month XX, 2026**

**CLAIM FORM**

*Crowe, et al., v. Managed Care of North America, Inc., et al.*  
Case No. 0:23-cv-61065-AHS  
United States District Court for the Southern District of Florida



**GENERAL INSTRUCTIONS**

If you received Notice of this Settlement, the Defendants have identified you as a Settlement Class Member whose Private Information may have been compromised in the Data Incident. You may submit a Claim for a Cash Payment for Documented Out-of-Pocket Losses at [www.\[website\].com](http://www.[website].com) or by mail using this Claim Form. You are also automatically eligible to receive Medical Data Monitoring.

**To receive a Cash Payment for Documented Out-of-Pocket Losses, you must submit a Claim Form by Month XX, 2026.**

Claim Forms must be submitted electronically on the Settlement Website by 11:59 p.m. ET on the Claim Form Deadline above or by mail, postmarked by the Claim Form Deadline. This Claim Form may be mailed to the address below. Please type or legibly print all requested information in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

*Crowe, et al. v. Managed Care of North America, et al.*  
c/o Kroll Settlement Administration LLC  
P.O. Box XXXXXX  
New York, NY 10150-XXXX

**I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION**

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

\_\_\_\_\_  
**First Name**

\_\_\_\_\_  
**Last Name**

\_\_\_\_\_  
**Address 1**

\_\_\_\_\_  
**Address 2**

\_\_\_\_\_  
**City**

\_\_\_\_\_  
**State**

\_\_\_\_\_  
**Zip Code**

**Telephone Number:** ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Class Member ID (if known):** 00000 \_\_\_\_\_

For more information, visit [www.\[website\].com](http://www.[website].com) or call toll-free (XXX) XXX-XXXX.

**II. PAYMENT SELECTION**

Cash Payments for Documented Out-of-Pocket Losses will be made by electronic payment. Please check one of the boxes below to select an electronic payment option:

Zelle       Venmo       PayPal       ACH       Prepaid E-Mastercard

Note: The easiest way to file a Claim and provide electronic payment information is through the Settlement Website. Please visit [www.\[website\].com](http://www.[website].com) and timely file your Claim Form online. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

**III. MEDICAL DATA MONITORING**

All Settlement Class Members are automatically eligible to receive two (2) years of Medical Data Monitoring unless they opt out of the Settlement. If you received a Notice by email or mail, it included a unique code to enroll in the monitoring. Enrollment codes will become active for use within thirty (30) days after the Effective Date of the Settlement, which is currently estimated to be **Month XX, 2026**. Visit the Settlement Website at [www.\[website\].com](http://www.[website].com) for updates.

**IV. CASH PAYMENT FOR DOCUMENTED OUT-OF-POCKET LOSSES**

In addition to automatically receiving Medical Data Monitoring, Settlement Class Members may also submit a Claim for a cash payment for unreimbursed Documented Out-of-Pocket Losses for up to \$2,500. "Documented Out-of-Pocket Losses" include actual, documented and unreimbursed out-of-pocket costs or expenditures resulting directly from fraud or identity theft caused by the Data Incident, if the cost or expenditure: (i) is an actual, documented and unreimbursed cost or expenditure due to fraud or identity theft; (ii) is fairly traceable to the Data Incident; (iii) occurred after the Data Incident and before **Month XX, 2026**; and (iv) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the cost or expenditure, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

You cannot be reimbursed for Documented Out-of-Pocket Losses if you have already been reimbursed for the same expenses by another source, including compensation provided in connection with any credit monitoring and identify theft protection product or through a financial institution's consumer fraud policies.

To receive a Cash Payment for Documented Out-of-Pocket Losses, you must submit a completed Claim Form online or by mail with "reasonable" supporting documentation. Reasonable supporting documentation means documentation generated by a third party supporting your claim (i.e., telephone records, correspondence, receipts, etc.). Personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted reasonable supporting documentation.

If you do not submit reasonable supporting documentation, or if the Settlement Administrator rejects your Claim for any reason and you fail to cure the Claim, it will be rejected.

**I am electing to receive the Cash Payment for Documented Out-of-Pocket Losses and I have attached documentation showing that the Documented Loss expenses listed on this Claim Form were caused by the Data Incident.**

For more information, visit [www.\[website\].com](http://www.[website].com) or call toll-free **(XXX) XXX-XXXX**.

| Cost Type<br>(Fill all that apply) | Approximate Date of Cost or Expenditure | Amount of Cost or Expenditure | Description of Supporting Documentation<br>(Identify what you are attaching and why) |
|------------------------------------|---|-------------------------------|--|
| Example: Credit Monitoring Service | 07/17/25<br>(mm/dd/yy)                  | \$50.00                       | Copy of credit monitoring service bill   |
|                                    | — — / — — / — —<br>(mm/dd/yy)           | \$ _____ . _____              |  |
|                                    | — — / — — / — —<br>(mm/dd/yy)           | \$ _____ . _____              |  |
|                                    | — — / — — / — —<br>(mm/dd/yy)           | \$ _____ . _____              |  |

**V. ATTESTATION & SIGNATURE**

By signing below, I swear and affirm under the laws of the United States that the information I have supplied in this Claim Form is true and correct to the best of my recollection and that I have not already been reimbursed for the Documented Out-of-Pocket Losses I am claiming for reimbursement in this Claim Form.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date (mm/dd/yyyy)

\_\_\_\_\_  
Print Name

**Reminder:** If your address changes or you need to make a future correction/update to the address you provide on this Claim Form, please use the “Contact Us” form on the Settlement Website to provide your updated address information. Make sure to include your Class Member ID and your telephone number in case we need to contact you in order to complete your request.

For more information, visit [www.\[website\].com](http://www.[website].com) or call toll-free (XXX) XXX-XXXX.

**EXHIBIT 6**  
**(PRELIMINARY APPROVAL ORDER)**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 23-61065-CIV-SINGHAL

**DONNA CROWE, et al.**, *on behalf of  
themselves and all others similarly situated,*

Plaintiffs,

v.

**MANAGED CARE OF NORTH AMERICA,  
INC. d/b/a MCNA DENTAL, MCNA  
INSURANCE COMPANY d/b/a MCNA  
DENTAL, and HEALTHPLEX, INC.,**

Defendants.

**[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

**THIS CAUSE** comes before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval<sup>1</sup> requesting entry of an order: (i) granting Preliminary Approval of the Settlement; (ii) provisionally certifying the Settlement Class for settlement purposes; (iii) appointing Plaintiffs as Class Representatives; (iv) appointing Class Counsel for the Settlement Class; (v) approving the form of Notices and the Notice Program; (vi) approving the Claim Form and the Claim Process; (vii) appointing the Settlement Administrator; (viii) establishing procedures for members of the Settlement Class to opt-out of or object to the Settlement; and (ix) scheduling a Final Approval Hearing on whether to grant Final Approval of the Settlement and Class Counsel's Application for Attorneys' Fees and Costs. [ECF No. \_\_\_\_].

Having carefully reviewed the proposed Settlement and its exhibits, all relevant filings,

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<sup>1</sup> All capitalized terms used herein have the same meanings as those defined in Section II of the Settlement Agreement attached to the Motion for Preliminary Approval as *Exhibit A*.

and the record, the Court finds the proposed Settlement satisfies the criteria for preliminary approval, the proposed Settlement Class should be preliminarily certified, the proposed Notice Program and Claim process should be approved, and Class Representatives, Class Counsel, and the Settlement Administrator should be appointed. Accordingly, it is hereby: **ORDERED AND ADJUDGED** that the Motion is **GRANTED** as set forth herein.

### **BACKGROUND**

The procedural and factual background of this Action outlined in Plaintiffs' Motion for Preliminary Approval (ECF No. \_\_\_ ) is incorporated herein.

The Settlement provides substantial benefits with considerable value, including two years of Medical Data Monitoring for all Settlement Class Members, as well as the ability for Settlement Class Members to submit a Claim to obtain up to \$2,500.00 for Documented Out-of-Pocket Losses incurred from fraud and/or identity theft relating to the Data Incident. These Settlement Class Member Benefits, along with Settlement Administration Costs, and attorneys' fees and costs are payable by Defendants In addition to paying for those Settlement Class Member Benefits, the Settlement also reflects that Defendants have undertaken (and will continue to undertake) Business Practice Changes following the Data Incident and the filing of the Complaint in this Action.

Plaintiffs now seek Preliminary Approval of the Settlement on behalf of the proposed Settlement Class. Defendants do not oppose the relief sought in the Motion for Preliminary Approval and agree the Court should grant Preliminary Approval of the Settlement and allow Notice to issue to the Settlement Class. As further discussed below, the Settlement falls within the range of judicial approval and includes comprehensive Notice Program and Claim Process. As such, Preliminary Approval of the proposed Settlement is warranted.

### **LEGAL STANDARD**

It is well established that “[a] class may be certified solely for purposes of settlement [if] a

settlement is reached before a litigated determination of the class certification issue.” *Borcea v. Carnival Corp.*, 238 F.R.D. 664, 671 (S.D. Fla. 2006) (cleaned up). “There is a strong judicial policy in favor of settlement, in order to conserve scarce resources that would otherwise be devoted to protracted litigation.” *Id.* In deciding whether to provisionally certify a settlement class, a court must consider the same factors that it would consider in connection with a proposed litigation class—*i.e.*, all Federal Rule of Civil Procedure 23(a) factors and at least one subsection of Federal Rule of Civil Procedure 23(b) must be satisfied— except that the Court need not consider the manageability of a potential trial, since the settlement, if approved, would obviate the need for a trial. *See id.* at 671–672; *see also Diakos v. HSS Sys., LLC*, 137 F. Supp. 3d 1300, 1306 (S.D. Fla. 2015) (explaining a court evaluates whether certification of a settlement class is appropriate under Rule 23(a) and (b)); *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

Rule 23(a) requires: (1) numerosity, (2) commonality, (3) typicality, and (4) adequacy of representation. *See Fed. R. Civ. P. 23(a)(1)–(4)*. Rule 23(b)(3) requires that (1) “the questions of law or fact common to class members predominate over any questions affecting only individual members” and (2) “a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” *Fed. R. Civ. P. 23(b)(3)*. The Eleventh Circuit also requires that the class representatives have standing to sue and that the proposed class is adequately defined and clearly ascertainable. *See Prado v. Bush*, 221 F.3d 1266, 1279 (11th Cir. 2000); *Little v. T-Mobile USA, Inc.*, 691 F.3d 1302, 1304 (11th Cir. 2012).

The Court must first find that standing under Article III is met. *See Griffin v. Dugger*, 823 F.2d 1476, 1482 (11th Cir. 1987) (“[A]ny analysis of class certification must begin with the issue of standing . . .”). The Eleventh Circuit applies the pleading standard at the class certification for settlement stage. *See In re Loancare Data Sec. Breach Litig.*, 2025 WL 895435, at \*3 n.4 (M.D. Fla. Mar. 24, 2025).

When standing is established and certification of a settlement class is appropriate, a court then determines if the proposal is “fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). To do so, the Court considers whether:

- (A) the class representative and class counsel have adequately represented the class;
- (B) the proposal was negotiated at arm’s length;
- (C) the relief provided for the class is adequate, taking into account:
  - (i) the costs, risks, and delay of trial and appeal;
  - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class member claims;
  - (iii) the terms of any proposed award of attorney’s fees, including timing of payment; and
  - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (D) the proposal treats class members equitably relative to each other.

*Id.* Furthermore, the Eleventh Circuit “instruct[s] district courts to consider several additional factors called the *Bennett* factors.” *In re Equifax Inc. Customer Data Sec. Breach Litig.*, 999 F.3d 1247, 1273 (11th Cir. 2021) (citing *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984)). These additional factors are (a) there was no fraud or collusion in arriving at the settlement, and (b) the settlement was fair, adequate and reasonable, considering (1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point on or below the range of possible recovery at which a settlement is fair, adequate and reasonable; (4) the complexity, expense and duration of litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of proceedings at which the settlement was achieved. *Bennett*, 737 F.2d at 986 (“*Bennett* factors”).

Courts have substantial discretion in approving a settlement agreement, *id.* at 986, and settlement negotiations that involve arm’s-length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness. *See* Manual for Compl. Lit., Third, § 30.42 (West 1995) (“A presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arm’s-length negotiations between experienced, capable counsel after meaningful discovery.” (cleaned up)). “Preliminary approval is appropriate where the proposed settlement is

the result of the parties' good faith negotiations, there are no obvious deficiencies, and the settlement falls within the range of reason." *Smith v. Wm. Wrigley Jr. Co.*, No. 09-60646, 2010 WL 2401149, at \*2 (S.D. Fla. June 15, 2010) (cleaned up).

### **ANALYSIS**

The Court finds, for settlement purposes only and conditioned on final certification of the Settlement Class and entry of a Final Approval Order, that the Settlement Class and proposed Settlement satisfy the Rule 23(a), 23(b)(3), and 23(e) requirements, as well as the *Bennett* factors.

#### **A. Certification Of The Settlement Class Is Appropriate.**

The Court finds, for settlement purposes only, that the Rule 23 factors are satisfied, and certification of the proposed Settlement Class is appropriate under Rule 23. The Court further finds that the pleading standard for Article III standing has been satisfied for purposes of this Settlement.

The Court therefore provisionally certifies the following Settlement Class:

All living individuals residing in the United States who were sent a notice of the Data Incident stating that their Private Information was potentially impacted as a result of the Data Incident.

The Court will address each Rule 23(a) and 23(b)(3) factor in turn.

#### **1. The Rule 23(a) Factors Are Satisfied.**

##### ***(i) Rule 23(a)(1) - Numerosity***

Rule 23(a)(1) requires that the "class is so numerous that joinder of all members is impracticable." Fed. R. Civ. P. 23(a)(1). The numerosity requirement is "generally a low hurdle" and, as a baseline, "less than twenty-one is inadequate . . . [and] more than forty is adequate[.]" *Vega v. T-Mobile USA, Inc.*, 564 F.3d 1256, 1267 (11th Cir. 2009) (cleaned up). Here, the numerosity requirement of Rule 23(a)(1) is satisfied because the Settlement Class includes millions of individuals. *See Cox v. Am. Cast Iron Pipe Co.*, 784 F.2d 1546, 1553 (11th Cir. 1986) (numerosity generally satisfied where there are more than 40 class members); *In re Fortra File*

*Transfer Software Data Sec. Breach Litig.*, No. 24-MD-03090, 2025 WL 2675178, at \*5 (S.D. Fla. Sept. 17, 2025); *In re Fortra File Transfer Software Data Security Breach Litig.*, No. 24-MD-03090-RAR, 2025 WL 457896, at \*4 (S.D. Fla. Feb. 11, 2025); *In re Mednax Serv., Customer Data Sec. Breach Litig.*, No. 21-MD-02994-RAR, 2024 WL 1554329, at \*4 (S.D. Fla. Apr. 10, 2024). The joinder of millions of Settlement Class Members would certainly be impracticable.

**(ii) Rule 23(a)(2) - Commonality**

Rule 23(a)(2) requires that there must be “questions of law or fact common to the class.” Fed. R. Civ. P. 23(a)(2). “[C]ommonality requires the plaintiff to demonstrate that the class members have suffered the same injury,” and the plaintiff’s common contention “must be of such a nature that it is capable of class wide resolution—which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 349–50 (2011) (cleaned up).

The commonality requirement is a “low hurdle.” See *Williams v. Mohawk Indus., Inc.*, 568 F.3d 1350, 1356 (11th Cir. 2009). Courts in this Circuit have previously addressed this requirement in the context of data breach class actions and found it satisfied. See, e.g., *Fortra*, 2025 WL 2675178, at \*5-6; *Fortra*, 2025 WL 457896, at \*4; *Mednax*, 2024 WL 1554329, at \*4 (commonality satisfied because claims turn on adequacy of defendants’ data security to protect PII and PHI); see also *Equifax*, 999 F.3d at 1274–75, 1277 (affirming district court’s certification of class, including finding of commonality).

Here, Plaintiffs and Settlement Class Members all had their Private Information potentially impacted by the Data Incident. Plaintiffs’ claims turn on whether Defendants’ data security environment, or their practices or procedures related to the collection of sensitive data was reasonably adequate to protect Plaintiffs’ and the Settlement Class Members’ Private Information. These issues are common to the Settlement Class and are alleged to have injured all Settlement

Class Members in the same way and would generate common answers central to the viability of all claims were this case to proceed to trial. In other words, evidence to resolve said claims does not vary among Settlement Class Members and can therefore be fairly resolved, for purposes of settlement, for all Settlement Class Members at once. Thus, commonality is satisfied.

***(iii) Rule 23(a)(3) - Typicality***

Under Rule 23(a)(3), a class representative's claims must also be typical of the putative class they seek to represent. *See* Fed. R. Civ. P. 23(a)(3). Typicality under Rule 23(a)(3) "measures whether a significant nexus exists between the claims of the named representative and those of the class at large." *Hines v. Widnall*, 334 F.3d 1253, 1256 (11th Cir. 2003); *see also Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir. 1984) (typicality satisfied where claims "arise from the same event or pattern or practice and are based on the same legal theory"). "Neither the typicality nor the commonality requirement mandates that all putative class members share identical claims, and [] factual differences among the claims of the putative members do not defeat certification." *Cooper v. S. Co.*, 390 F.3d 695, 714 (11th Cir. 2004) (cleaned up); *see also Ault v. Walt Disney World Co.*, 692 F.3d 1212, 1216 (11th Cir. 2012). When the same course of conduct is directed at the named plaintiff and the members of the proposed class, typicality is satisfied. *See Kennedy v. Tallant*, 710 F.2d 711, 717 (11th Cir. 1983).

Here, Plaintiffs' interests are aligned with the Settlement Class Members in that they all were sent a notice letter stating that their Private Information may have been impacted in the Data Incident and were therefore all potentially affected by the same purportedly inadequate security that allegedly harmed Settlement Class Members. Their claims are based on the same legal theories and underlying event. Thus, the typicality requirement is satisfied. *See Hines*, 334 F.3d at 1256; *Mednax*, 2024 WL 1554329, at \*4.

***(iv) Rule 23(a)(4) - Adequacy***

Adequacy under Rule 23(a)(4) requires that “the representative parties . . . fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). Adequacy relates to (i) whether the proposed class representative has interests antagonistic to the class, and (ii) whether the proposed class counsel has the competence to undertake this litigation. *Fabricant v. Sears Roebuck*, 202 F.R.D. 310, 314–15 (S.D. Fla. 2001). The determinative factor “is the forthrightness and vigor with which the representative party can be expected to assert and defend the interests of the members of the class.” *Lyons v. Georgia-Pacific Corp. Salaried Emp’s Ret. Plan*, 221 F.3d 1235, 1253 (11th Cir. 2000) (cleaned up); *Fortra*, 2025 WL 2675178, at \*6; *Fortra*, 2025 WL 457896, at \*5; *Mednax*, 2024 WL 1554329, at \*5.

Here, like all Settlement Class Members, Plaintiffs have claims against Defendants arising from the Data Incident that allegedly impacted their Private Information and were similarly allegedly injured by Defendants’ allegedly wrongful acts. Proof of Plaintiffs’ claims would necessarily involve adjudicating the same legal issues and fact issues as the claims of the Settlement Class as a whole. Thus, Plaintiffs and the Settlement Class they seek to represent have the same interests in recovering damages and other relief. Further, Plaintiffs have also diligently and adequately prosecuted this action through Class Counsel by, among other case activities, reviewing filings, promptly providing documents and information to Class Counsel, responding to document requests, interrogatories, and requests for admissions, sitting for depositions, acting in the best interest of the Settlement Class, and accepting the classwide Settlement. Plaintiffs are committed to continuing to assist Class Counsel through Final Approval.

Accordingly, Plaintiffs have no conflicts with the Settlement Class and have demonstrated their adequacy as Class Representatives by “(i) having a genuine personal interest in the outcome of the case; (ii) selecting well-qualified Class Counsel; (iii) producing information and documents to Class Counsel to permit investigation and development of the complaints; (iv) being available

as needed throughout the litigation; and (v) monitoring the Litigation.” *Fortra*, 2025 WL 2675178, at \*7 (citing *Fortra*, 2025 WL 457896, at \*5 (quoting *Mednax*, 2024 WL 1554329, at \*5)).

As for Class Counsel, they are highly qualified and have a great deal of experience litigating consumer class actions, including in the data privacy context, demonstrating their adequacy. *See Mednax*, 2024 WL 1554329, at \*5 (“Class Counsel are adequate because of their vast experience as vigorous data breach class action litigators.”). Class Counsel heavily litigated this Action, highlighted by preparing comprehensive pleadings, having survived two motions to dismiss, engaged in extensive written discovery, including reviewing tens of thousands of pages of Defendants’ documents and other ESI, took and defended dozens of fact and expert depositions, worked with class certification and merits experts who provided affirmative and rebuttal opinions, fully briefed class certification, and filed and responded to *Daubert* motions to exclude experts, complying with Court orders and requirements, and participating in multiple mediations and negotiations that resulted in this Settlement. *See Fortra*, 2025 WL 2675178, at \*7; *Fortra*, 2025 WL 457896, at \*5. Defendants had moved for summary judgment, and the Parties were potentially on the eve of trial when the Action resolved. The adequacy requirement is therefore met.

## **2. The Rule 23(b) Factors Are Satisfied.**

Having found all Rule 23(a) factors are satisfied, the Court proceeds to address at least one subsection of Rule 23(b)—namely, Rule 23(b)(3)—to ascertain whether “questions of law or fact common to class members predominate over any questions affecting only individual members,” and to ensure “a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3). For predominance and superiority, the court may consider the class will be certified for settlement purposes only, and that a showing of manageability at trial is not required. *See Amchem*, 521 U.S. at 620 (“Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried,

would present intractable management problems, . . . for the proposal is that there be no trial.”).

**(i) Predominance**

The predominance inquiry looks at “the legal or factual questions that qualify each class member’s case as a genuine controversy, questions that preexist any settlement.” *Id.* at 623. “[C]ommon issues of fact and law predominate if they have a direct impact on every class member’s effort to establish liability and on every class member’s entitlement to injunctive and monetary relief.” *Carriuolo v. Gen. Motors Co.*, 823 F.3d 977, 985 (11th Cir. 2016). Further, “[i]t is not necessary that all questions of law or fact be common, but only that some questions are common and that they predominate over individual questions.” *In re Takata Airbag Prod. Liability Litig.*, No. 2599, 2023 WL 4925368, at \*6 (S.D. Fla. June 20, 2023). The focus on a defendant’s security measures in a data breach class action “is the precise type of predominant question that makes class-wide adjudication worthwhile.” *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 312 (N.D. Cal. 2018).

Here, as in other data breach cases, common questions predominate because all claims arise out of a common course of conduct by Defendants. *Id.* at 312; *Fortra*, 2025 WL 2675178, at \*8; *Fortra*, 2025 WL 457896, at \*6; *Mednax*, 2024 WL 1554329, at \*5. All Settlement Class Members had their Private Information potentially compromised in the Data Incident and the security practices at issue did not vary from person to person. “Thus, because these common questions represent a significant aspect of the case and they can be resolved for all members of the class in a single adjudication, there is a clear justification for handling the dispute on a representative rather than on an individual basis.” *Fortra*, 2025 WL 2675178, at \*7 (citing *Fortra*, 2025 WL 457896, at \*6 (quoting *Mednax*, 2024 WL 1554329, at \*5)). The predominance requirement is therefore satisfied.

**(ii) Superiority**

To satisfy the superiority requirement of Rule 23(b)(3), a movant must show that “a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3). “The focus of the superiority analysis is on the relative advantages of a class action suit over whatever other forms of litigation might be realistically available to plaintiffs.” *Mohamed v. American Motor Co., LLC*, 320 F.R.D. 301, 316 (S.D. Fla. 2017) (cleaned up); *Fortra*, 2025 WL 2675178, at \*8 (citing *Fortra*, 2025 WL 457896, at \*6, and *Mednax*, 2024 WL 1554329, at \*5). Here, adjudicating individual actions would be impractical. The amount in dispute for individual class members is too small, the technical issues involved too complex, and the expert testimony and document review too costly. Further, individual claim prosecution would be prohibitively expensive, needlessly delay resolution, and may lead to inconsistent rulings. Accordingly, certification of this suit as a class action is superior to other methods to fairly, adequately, and efficiently resolve the claims asserted.

### **3. The Article III Standing Requirement Is Met.**

To demonstrate Article III standing, plaintiffs must allege that they each “(1) suffered an injury in fact, (2) that is fairly traceable to the challenged conduct of the defendant, and (3) that is likely to be redressed by a favorable judicial decision.” *Spokeo*, 578 U.S. at 338. Further, “[t]o have standing to represent a class, a party must not only satisfy the individual standing prerequisites, but must also ‘be part of the class and possess the same interest and suffer the same injury as the class members.’” *Mills v. Foremost Ins. Co.*, 511 F.3d 1300, 1307 (11th Cir. 2008) (quoting *Prado*, 221 F.3d at 1279). There is no requirement that Article III standing be proved with evidentiary support at the settlement approval stage. *Equifax*, 999 F.3d at 1261 n.8; *see also Fortra*, 2025 WL 2675178, at \*8 (citing *Fortra*, 2025 WL 457896, at \*7, and *Equifax*, 999 F.3d at 1261 n.8). Rather, the Eleventh Circuit applies the pleading standard at this stage. *See In re Loancare Data Sec. Breach Litig.*, 2025 WL 895435, at \*3 n.4 (M.D. Fla. Mar. 24, 2025); *Mednax*,

2024 WL 1554329, at \*4 n.2 (citing standing analysis from order on motion to dismiss when preliminarily approving class settlement).

This Court previously held that Plaintiffs’ allegations that a criminal ransomware group accessed their Private Information and published it to its data leak site, in addition to their allegations of emotional distress and time spent responding to the data breach, plausibly alleged cognizable injury. *See Crowe et al. v. Managed Care of North America, Inc., et al.*, Dkt. 160, at 8-10 (S.D. Fla. Aug. 16, 2024). Likewise, this Court held that Plaintiffs adequately alleged traceability, which is sufficient to establish Article III standing at the pleading stage. *Id.* at 6-8. Article III standing has thus been satisfied for settlement purposes.<sup>2</sup> *See also Mednax*, 2024 WL 1554329, at \*4 n.2.

**B. Preliminary Approval of the Settlement Is Warranted.**

Next, the Court must preliminarily determine whether the Settlement is fair, adequate, and reasonable under Rule 23(e)(2) while also considering the *Bennett* factors. At this juncture, “the court’s primary objective . . . is to establish whether to direct notice of the proposed settlement to the class, invite the class’s reaction, and schedule a final fairness hearing.” *Morris v. US Foods, Inc.*, No. 8:20-cv-105, 2021 WL 2954741, at \*7 (M.D. Fla. May 17, 2021) (quoting William B. Rubenstein, 4 Newberg on Class Actions § 13:10 (5th ed. Supp. 2020)). “Preliminary approval is appropriate where the proposed settlement is the result of the parties’ good faith negotiations, there are no obvious deficiencies, and the settlement falls within the range of reason.” *Smith*, 2010 WL 2401149, at \*2. The Court finds the Settlement satisfies the requirements of Rule 23(e) as well as the *Bennett* factors. The Court will address each factor in turn.<sup>3</sup>

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<sup>2</sup> The Court notes that Defendants reserve all rights to challenge standing should the Settlement not be finally approved.

<sup>3</sup> The fifth *Bennett* factor—opposition to the Settlement, if any—cannot be discerned at this time because Notice has not yet been given to the Settlement Class. *See Mednax*, 2024 WL 1554329 at

**1. Rule 23(e)(2)(A) – Adequacy of Representation**

Class Counsel have adequately represented the Settlement Class’ interests for purposes of Preliminary Approval of the Settlement through the extensive litigation efforts described in the Motion for Preliminary Approval and discussed in this Order. Additionally, Plaintiffs’ respective interests are coextensive and do not conflict with the interests of the Settlement Class, demonstrating their adequacy. Plaintiffs have the same interest in the Settlement relief as do Settlement Class Members, and the absent Settlement Class Members have no diverging interests. Accordingly, the first Rule 23(e)(2) factor weighs heavily in favor of granting Preliminary Approval because both Class Counsel and the Class Representatives have adequately represented the Settlement Class. *See Fortra*, 2025 WL 2675178, at \*9; *Fortra*, 2025 WL 457896, at \*8; *Mednax*, 2024 WL 1554329, at \*6

**2. Rule 23(e)(2)(B) and Bennett Factor 6 – Arm’s Length Negotiations**

The Court finds the Settlement was reached in the absence of collusion and is the result of good faith, informed, and arm’s-length negotiations between experienced attorneys who are familiar with class action litigation and with the legal and factual issues at stake. *See Fortra*, 2025 WL 2675178, at \*10; *Fortra*, 2025 WL 457896, at \*8; *Mednax*, 2024 WL 1554329, at \*6. The Parties engaged intense litigation for nearly three years, including having mediated with mediators multiple times. Throughout the stages of settlement negotiations, the Parties conducted thorough factual and legal investigation including extensive motion practice and discovery, allowing them to fully understand the claims, defenses, and risks of continued litigation. The Settlement was reached after several sessions with an experienced mediator and then subsequent negotiations between experienced counsel only after extensive written discovery and document review,

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\*7.

numerous fact and expert depositions were taken, class certification was fully briefed, Defendants moved for summary judgment, some *Daubert* motions were fully briefed and others were being briefed, and the case was scheduled for trial.

For these reasons and those discussed related to attorneys' fees below, there was no fraud or collusion in arriving at the Settlement. *See Bennett*, 737 F.2d at 986. Accordingly, "[t]he fact that the Settlement was achieved through well-informed, arm's-length, and neutrally supervised negotiations weighs in favor of granting preliminary approval under Rule 23(e)(2)(B)." *Fortra*, 2025 WL 2675178, at \*10 (citing *Fortra*, 2025 WL 457896, at \*8 (quoting *Mednax*, 2024 WL 1554329, at \*6)).

### **3. Rule 23(e)(2)(C) and *Bennett* Factors 1-4 – Adequacy of Settlement Relief**

The Court finds, considering the likelihood of success at trial, the complexity, expense, and duration of the litigation, the relief provided is reasonable. Continued litigation against Defendants poses significant risks that make any recovery for the Settlement Class uncertain. "[D]ata breach class actions are risky cases." *Fortra*, 2025 WL 2675178, at \*10 (citing *Fortra*, 2025 WL 457896, at \*9 (quoting *Mednax*, 2024 WL 1554329, at \*7) (citation omitted); *see also Fox v. Iowa Health Sys.*, No. 3:18-cv00327, 2021 WL 826741, at \*5 (W.D. Wis. Mar. 4, 2021) ("Data breach litigation is evolving; there is no guarantee of the ultimate result . . . [they] are particularly risky, expensive, and complex."); *Fulton-Green v. Accolade, Inc.*, No. 18-274, 2019 WL 4677954, at \*8 (E.D. Pa. Sept. 24, 2019) (data breach class actions are "a risky field of litigation because [they] are uncertain and class certification is rare."). And given the complexity of the claims and arguments here, success on Plaintiffs' pending motion for class certification and Defendants' motion for summary judgment, followed by a lengthy trial depending on outcome of those motions would be required before Settlement Class Members could recover and success was far from certain. Winning and maintaining class certification through trial "is another over-arching risk" as well. *Fortra*, 2025

WL 2675178, at \*10 (citing *Fortra*, 2025 WL 457896, at \*9 (quoting *Mednax*, 2024 WL 1554329, at \*7)). Class certification has been denied in other data breach cases. *See, e.g., Maldini v. Marriott Int'l*, 140 F.4th 123 (4th Cir. 2005); *In re Marriott Int'l, Inc., Customer Data Sec. Breach Litig.*, 78 F.4th 677 (4th Cir. 2023); *Theus v. Brinker, Int'l, Inc.*, No. 3:18-cv-686-TJC-MCR, 2025 WL 1786346 (M.D. Fla. June 27, 2025). “Thus, through the Settlement, Plaintiffs and Settlement Class Members gain significant benefits without having to face further risk of not receiving any relief at all,” weighing heavily in favor of preliminary approval. *Fortra*, 2025 WL 2675178, at \*10 (citing *Fortra*, 2025 WL 457896, at \*9 (quoting *Mednax*, 2024 WL 1554329, at \*7)).

Despite the risks involved with further litigation, the Settlement provides substantial benefits that make Settlement Class Members virtually whole for past injuries and protects them into the future, including two years of Medical Data Monitoring for all Settlement Class Members, the ability to Claim a Cash Payment for Documented Out-of-Pocket Losses, and Business Practice Changes for all Settlement Class Members. *See* [ECF No. \_\_-1] at ¶¶ \_\_, \_\_; *See Equifax*, 999 F.3d at 1273 (“Settlements also save the bench and bar time, money, and headaches”). All Settlement Class Members are given an equal opportunity to receive the Settlement Class Member Benefits. Specifically, each Settlement Class Member will automatically receive a code for two years of CyEx’s Medical Shield Complete which includes \$1,000,000.00 in insurance coverage and all have the option to be reimbursed for Documented Out-of-Pocket Losses up to \$2,500.00.

The Court further finds the Claim Process and distribution of Settlement Class Member Benefits to be fair, convenient, and effective. Settlement Class Members will promptly receive Medical Data Monitoring activation codes on their Notice to be activated after the Effective Date and those who submit Valid Claims will receive Cash Payments by electronic means. The Settlement Administrator is highly qualified to manage the entire process. Thus, “[t]he method of distributing the settlement benefits will be equitable and effective.” *Fortra*, 2025 WL 2675178, at

\*11 (citing *Fortra*, 2025 WL 457896, at \*9 (quoting *Mednax*, 2024 WL 1554329, at \*7)).

Further, Class Counsel intend to request up to \$6,400,000.00 in attorneys' fees, plus reimbursement of up to \$1,313,000.00 for litigation costs, which Defendant agree to pay, subject to this Court's approval. Class Counsel represent in the Motion for Preliminary Approval that they will ask the Court to apply a risk-enhanced lodestar analysis to the attorneys' fee request pursuant to the Agreement with the Defendants to pay those fees. *In re Home Depot, Inc., Customer Data Sec. Breach Litig.*, 931 F.3d 1065, 1078-80 (11th Cir. 2019) (recognizing applicability of lodestar method when defendant contracts agrees to pay attorneys' fees awarded by the district court). Class Counsel notes that the Court has the discretion to perform a percentage cross-check against the Value of the Settlement to evaluate their requested attorneys' fee award.

The attorneys' fees appear reasonable to the Court under a preliminary review of the relevant factors outlined in *Johnson v. Ga. Highway Express, Inc.*, 488 F.2d 714, 717-19 (5th Cir. 1974), which apply in the Eleventh Circuit. *See Camden I Condo. Ass'n v. Dunkle*, 946 F.2d 768, 772 n.3 775 (11th Cir. 1991). The Court notes the record of the extensive time and labor by Class Counsel to prosecute the class claims in this Action on a contingent fee basis, which required the skill of experienced class action attorneys to litigate complex and difficult fact, class certification, and liability issues given evolving data breach jurisprudence to achieve the results obtained. The Court will evaluate the request again at Final Approval once Class Counsel file their Application for Attorneys' Fees and Costs. Class Counsel and Defendants negotiated and reached agreement regarding attorneys' fees and costs only after reaching agreement on all other material Settlement terms. The Settlement, including disbursement of the Settlement Class Member Benefits, is not contingent on approval of the attorneys' fee or costs award to Class Counsel.

Finally, the Parties' have advised the Court of the separate agreement with the Settlement Administrator for Defendant's payment of the Settlement Administration Costs and the agreement

with CyEx, Inc. for Defendant's payment of the Medical Data Monitoring for all Settlement Class Members. The Court therefore finds Rule 23(e)(2)(C)'s requirements and the first four *Bennett* factors are met.

**4. Rule 23(e)(2)(D) – Equitable Treatment of Settlement Class Members**

All Settlement Class Members are given a Medical Data Monitoring activate code and all have an equal opportunity to claim Cash Payments. Thus, “[t]he method of distributing the settlement benefits will be equitable and effective.” *Fortra*, 2025 WL 2675178, at \*11 (citing *Fortra*, 2025 WL 457896, at \*9 (quoting *Mednax*, 2024 WL 1554329, at \*7)).

Accordingly, the Court finds the Settlement is fair, reasonable, and adequately protects the interests of the Settlement Class Members.

**C. Appointment of Class Representatives and Class Counsel Is Appropriate.**

For the reasons discussed above, the Court finds Plaintiffs have adequately represented the Settlement Class throughout this Action. The Court therefore designates and appoints Plaintiffs as Class Representatives.

Rule 23(g)(1)(A)'s four factors for appointing class counsel for a certified class are: (1) “the work counsel has done in identifying or investigating potential claims in the action;” (2) “counsel’s experience in handling class actions, other complex litigation, and the types of claims asserted in the action;” (3) “counsel’s knowledge of the applicable law;” and (4) “the resources that counsel will commit to representing the class.” Federal Rule of Civil Procedure 23(g)(1)(A). The Court may also “consider any other matter pertinent to counsel’s ability to fairly and adequately represent the interests of the class.”

The Court finds proposed Class Counsel have an extensive amount of time, effort, and expense investigating the Data Incident and in litigating this Action. Further, it is clear from their track record of success, as observed by the Court when it appointed them Interim Co-Lead Counsel

and Liaison Counsel, that Class Counsel are highly skilled and knowledgeable concerning class action practice. Therefore, for purposes of the Settlement only, and pursuant to Rule 23(g)(1), the Court appoints Jeff Ostrow, Peter Prieto, and Stephanie Casey as Class Counsel to act on behalf of the Settlement Class with respect to the Settlement. They are experienced and competent counsel and will adequately protect the interests of the Settlement Class.

**D. The Notice Program Is Sufficient.**

Notice of a proposed settlement must be the “best notice practicable.” Fed. R. Civ. P. 23(c)(2)(B). The best notice practicable is that which “is reasonably calculated, under all of the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950).

The Court finds the form, content, and method of giving notice to the Settlement Class as described in the Notice Program, including the forms of Email Notice, Postcard Notice, Publication Notice, Long Form Notice, Settlement Website, Settlement telephone line for frequently asked questions, and Claim Form (a) constitutes the best practicable notice to the Settlement Class; (b) is reasonably calculated, under the circumstances, to apprise to apprise Settlement Class Members of the pendency of the Action, the terms of the Settlement, the effect of the proposed Settlement (including the Releases), and their rights under the proposed Settlement, including the right to opt-out of or to object to the proposed Settlement and appear at the Final Approval Hearing; (c) is reasonable and constitutes due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

Rule 23(h)(1) further requires that “[n]otice of the motion [for attorneys’ fees] must be served on all parties and, for motions by class counsel, directed to class members in a reasonable

manner.” The Notice Program satisfies the requirements of Rule 23(h)(1), as it notifies the Settlement Class that Class Counsel will apply to the Court for an award of attorneys’ fees of up to \$6,400,000.00, plus reimbursement of costs.

Accordingly, the Notice Program satisfies the requirements of Rule of Civil Procedure 23(c)(2)(B) and due process and is thus approved. *See Fortra*, 2025 WL 2675178, at \*12; *Fortra*, 2025 WL 457896, at \*10.

### **PRELIMINARY APPROVAL OF THE PROPOSED SETTLEMENT**

Upon preliminary review, the proposed Settlement is fair, reasonable, and adequate; the Settlement Class should be certified for Settlement purposes; and the Notice Program satisfies the requirements of Rule 23 and due process. Thus, the Settlement is preliminarily approved.

#### **A. Final Approval Hearing**

The Court will hold a Final Approval Hearing for the following purposes: (a) to determine whether the proposed Settlement, on the terms and conditions provided for in the Settlement, is fair, reasonable, and adequate, and should be approved by the Court; (b) to determine whether an order of Final Judgment should be entered dismissing the Action on the merits and with prejudice; (c) to determine whether the proposed plan of allocation and distribution of the Settlement Class Member Benefits is fair and reasonable and should be approved; (d) to determine whether the requested award of attorneys’ fees and costs should be approved; and (e) to consider any other matters that may properly be brought before the Court in connection with the Settlement. The Court may elect to hold the Final Approval Hearing virtually by Zoom or some other virtual application, and if it does, the instructions on how to attend shall be posted by the Settlement Administrator on the Settlement Website.

The Court will defer ruling on attorneys’ fees and costs until the Final Approval Hearing when considering Class Counsel’s Application for Attorneys’ Fees and Costs. Plaintiffs shall file

their Motion for Final Approval no later than 45 days before the initial Final Approval Hearing date. At the Final Approval Hearing, the Court will hear argument from the Parties, and in the Court's discretion, will also hear from any Settlement Class Members (or their counsel) who timely object to the Settlement or to the Application for Attorneys' Fees and Costs.

**B. Appointment of Settlement Administrator**

As agreed by the Parties, the Court appoints Kroll Settlement Administration LLC as the Settlement Administrator to supervise and administer the Notice Program and Claim Process, as well as to administer the Settlement should the Court grant Final Approval. All Settlement Administration Costs, totaling no more than \$2,000,000.00, will be paid by Defendant.

**C. Approval of Settlement Class Notice Program and Notice Forms**

The Court approves, as to form and content, the Notice Program, including the Email Notice, Postcard Notice, Publication Notice, and Long Form Notice, substantially in the forms attached as Exhibits 1-4 to the Agreement. Non-material modifications to these exhibits may be made without further order of the Court. The Settlement Administrator is directed to carry out the Notice Program and to perform all other tasks that the Settlement requires. The date and time of the Final Approval Hearing shall be posted on the Settlement Website and included in the Notices before they are emailed, mailed, or published.

**D. Approval of Claim Form and Claim Process**

The Court approves the Claim Form and the Claim Process to be implemented by the Settlement Administrator. The Claim Form, Exhibit 5 to the Agreement, is straightforward and easy to complete, allowing each Settlement Class Member to the Cash Payment and provided supporting documentation. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Settlement, including the Claim Form. Should the Court grant Final Approval to the Settlement, Settlement

Class Members shall be bound by its terms even if they though do not submit Claims.

The Court directs the Settlement Administrator to disseminate the Notices and Claim Form as approved herein. Class Counsel and Defendants' Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this order or the Settlement, including making, without the Court's further approval, minor form or content changes to the Notices and Claim Form they jointly agree are reasonable or necessary.

**E. Opt-Outs from the Settlement Class**

The Notice shall provide that any member of the Settlement Class who wishes to opt-out of the Settlement must request exclusion in writing within the time and manner set forth in the Notice. The Notices shall provide that opt-out requests must be sent to the Settlement Administrator and be postmarked no later than 30 days before the initial date set for the Final Approval Hearing. The opt-out request must be personally signed by the Settlement Class Member and contain the Settlement Class Member's name, postal address, email address (if any), and telephone number; the name of this Action; and a statement that indicates a desire to be excluded from the Settlement Class. The letter can simply say, "I hereby elect to opt out of the Settlement in *Crowe v. MCNA*." If submitted by mail, an opt-out request shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope. If submitted by private courier (e.g., Federal Express), an opt-out request shall be deemed to have been submitted on the shipping date reflected on the shipping label.

Any Settlement Class Member who timely and validly opts-out from the Settlement Class shall, provided the Court grants Final Approval: (a) be excluded from the Settlement Class by order of the Court; (b) not be a Settlement Class Member; (c) not be bound by the terms of the Settlement; and (d) have no right to the Settlement Class Member Benefits. Any Settlement Class

Member who does not timely and validly request to opt-out shall be bound by the terms of this Settlement, including all releases and covenants therein, as well as all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

#### **F. Objections to the Settlement**

The Notice shall also provide that any Settlement Class Member who does not opt-out from the Settlement Class may object to the Settlement and/or the Application for Attorneys' Fees and Costs. Objections must be filed with the Clerk of the Court and mailed to the Settlement Administrator, Class Counsel, and Defendant's counsel. For an objection to be considered by the Court, the objection must be submitted on behalf of a Settlement Class Member no later than 30 days before the initial date set for the Final Approval Hearing. When submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

For an objection to be considered by the Court, the objection must also set forth:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. any objector or objector's counsel who uses Artificial Intelligence to assist in drafting the objection must disclose its use and what platform(s) was used;
- d. the number of times the objector has objected to a class action settlement within the five years preceding the date the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

e. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees and Costs;

f. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

g. whether the objector and/or objector's counsel will appear at the Final Approval Hearing;

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

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

j. the objector's signature (an attorney's signature is not sufficient).

The Parties' counsel may conduct limited discovery on any objector, including taking depositions and propounding document requests, prior to the Final Approval Hearing.

Any Settlement Class Member who opts-out of the Settlement and also objects to the Settlement, regardless of which was submitted first, will be deemed to have opted-out and the objection will be overruled. Any Settlement Class Member who does not make an objection in the exact manner provided herein shall be deemed to have waived the right to object to any aspect of the Settlement and/or to the Application for Attorneys' Fees and Costs and, if final judgment is entered, shall forever be barred and foreclosed from raising such objections in any proceeding and

from challenging or opposing, or seeking to reverse, vacate, or modify, the Final Judgment or any aspect thereof.

**G. Termination of the Settlement and Use of this Preliminary Approval Order**

If the Settlement is not finally approved by the Court, or is terminated, canceled, or fails to become effective for any reason, or the Effective Date does not occur, this order shall become null and void and shall be without prejudice to the rights of Plaintiffs, the Settlement Class Members, and Defendants, all of whom shall be restored to their respective positions in the Action as provided in the Agreement.

**H. Bar from Continued Claims**

Upon the entry of this order, with the exception of Class Counsel, Defendants' Counsel, Defendants, and the Class Representatives' implementation of the Settlement and the approval process in this Action, all Settlement Class Members shall be provisionally enjoined and barred from asserting any claims or continuing any litigation against Defendants and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final Approval of the Settlement.

**I. Jurisdiction**

For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

**J. Schedule**

The Court hereby sets the following schedule of events in connection with the Settlement's administration and Final Approval Hearing:

| Event                 | Date   |
|-----------------------|--|
| Notice Program Begins | No later than 30 days after Preliminary Approval |

|   |   |
|---|---|
|   |   |
| <b>Notice Program Complete</b>  | 45 days before the initial scheduled Final Approval Hearing |
| <b>Deadline to File Motion for Final Approval and Application for Attorneys' Fees and Costs</b> | 45 days before the initial scheduled Final Approval Hearing |
| <b>Opt-Out Deadline</b>   | 30 days before the initial scheduled Final Approval Hearing |
| <b>Objection Deadline</b>   | 30 days before the initial scheduled Final Approval Hearing |
| <b>Claim Form Deadline</b>  | 30 days before the initial scheduled Final Approval Hearing |
| <b>Final Approval Hearing</b>   | _____, 2026 at ____ am/pm                                   |

**DONE and ORDERED** in Chambers at Fort Lauderdale, Florida, this \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
 HONORABLE RAAG SINGHAL  
 UNITED STATES DISTRICT JUDGE

**EXHIBIT 7  
(FINAL APPROVAL ORDER)**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 23-61065-CIV-SINGHAL

**DONNA CROWE, et al.,** *on behalf of  
themselves and all others similarly situated,*

Plaintiffs,

v.

**MANAGED CARE OF NORTH AMERICA,  
INC. d/b/a MCNA DENTAL, MCNA  
INSURANCE COMPANY d/b/a MCNA  
DENTAL, and HEALTHPLEX, INC.,**

Defendants.

**[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED  
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT  
AND APPLICATION FOR ATTORNEYS' FEES AND COSTS**

**THIS CAUSE** comes before the Court on Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees and Costs [ECF No. \_\_\_\_],<sup>1</sup> filed on \_\_\_\_\_, 2026, requesting entry of an order: (1) granting Final Approval of the Settlement; (2) certifying the Settlement Class, pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3); (3) affirming the appointments of the Plaintiffs as Class Representatives, Class Counsel, and the Settlement Administrator; (4) awarding attorneys' fees and costs; (5) approving payment of the Settlement Administration Costs; (6) overruling timely objections, if any; and (7) entering final judgment dismissing the Action with prejudice as to the Defendant and reserving jurisdiction over Settlement implementation. The Court held a hearing on the Motion for Final Approval on

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<sup>1</sup> All capitalized terms have the same meanings as those defined in Section II of the Settlement Agreement attached to the Motion for Final Approval as *Exhibit A*. See [ECF No. \_\_-1].

\_\_\_\_\_, 2026.

Having already analyzed the Settlement in entering the Preliminary Approval Order [ECF No. \_\_\_\_], and having again carefully reviewed the Motion for Final Approval, the proposed Settlement and its exhibits, all relevant filings, the record, and the argument from the Parties' counsel, the Court finds the Settlement Class should be finally certified, the Settlement satisfies the Final Approval criteria, and the Application for Attorneys' Fees and Costs should be granted. Accordingly, it is hereby:

**ORDERED AND ADJUDGED** that the Motion is **GRANTED** as set forth herein.

**BACKGROUND**

The extensive and relevant procedural and factual background of this Action is detailed in the Motion for Final Approval and therefore the Court will not restate the three-year history here. After hard fought litigation between the Parties, the Parties have now agreed to settle the Action on a classwide basis. The Settlement provides substantial benefits with considerable value, including two years of Medical Data Monitoring for all Settlement Class Members, as well as the ability for Settlement Class Members to submit a Claim to obtain up to \$2,500.00 for Documented Out-of-Pocket Losses incurred from fraud and/or identity theft relating to the Data Incident. Those Settlement Class Member Benefits, along with Settlement Administration Costs, and attorneys' fees and costs are payable by Defendant. In addition to paying for those Settlement Class Member Benefits, the Settlement also reflects that Defendants have undertaken (and will continue to undertake) Business Practice Changes following the Data Incident and the filing of the Complaint in this Action.

Plaintiffs sought Preliminary Approval of the Settlement on behalf of the proposed Settlement Class. *See* [ECF No. \_\_\_\_]. The Court entered the Preliminary Approval Order, [ECF

No. \_\_\_\_], granting the Motion for Preliminary Approval, conditionally certifying the Settlement Class, finding it was likely to grant Final Approval, and approving a comprehensive Notice Program and Claim Process. Following entry of the Preliminary Approval Order, the Parties and the Settlement Administrator implemented and completed the Notice Program. Motion for Final Approval at \_\_\_\_ - \_\_\_\_\_. The Claim Form Deadline was \_\_\_\_\_, 2026. *Id.*

The Court has jurisdiction over the Action and to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 1332(d) and 1367. Defendants have fully complied with the provisions of the Class Action Fairness Act, 28 U.S.C. § 1715(b).

Having completed the Notice Program, Plaintiffs and Class Counsel filed the Motion for Final Approval and Application for Attorneys' Fees and Costs. [ECF No. \_\_\_\_]. Only \_\_\_\_ Settlement Class Members have opted-out of the Settlement. Those individuals are identified on the attached *Exhibit A*. Those Settlement Class Members will not be bound by the Settlement or Releases contained therein. No objections were submitted by Settlement Class Members.

### **FINAL APPROVAL OF SETTLEMENT**

It is well established that “[a] class may be certified solely for purposes of settlement [if] a settlement is reached before a litigated determination of the class certification issue.” *Borcea v. Carnival Corp.*, 238 F.R.D. 664, 671 (S.D. Fla. 2006) (cleaned up). “There is a strong judicial policy in favor of settlement, in order to conserve scarce resources that would otherwise be devoted to protracted litigation.” *Id.* (citing *Bennett v. Behring Corp.*, 737 F.2d 982 (11th Cir. 1984)). In deciding whether to certify a settlement class, a court must consider the same factors that it would consider in connection with a proposed litigation class—*i.e.*, all Federal Rule of Civil Procedure 23(a) factors and at least one subsection of Federal Rule of Civil Procedure 23(b) must be satisfied—except that the Court need not consider the manageability of a potential trial, since the

settlement, if approved, would obviate the need for a trial. *See id.* at 672; *see also Diakos v. HSS Sys., LLC*, 137 F. Supp. 3d 1300, 1306 (S.D. Fla. 2015) (explaining a court evaluates whether certification of a settlement class is appropriate under Rule 23(a) and (b)); *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

If certification of a settlement class is appropriate, a court then determines if the proposal is “fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). To do so, the Court considers whether:

- A) the class representative and class counsel have adequately represented the class;
- (B) the proposal was negotiated at arm’s length;
- (C) the relief provided for the class is adequate, taking into account:
  - (i) the costs, risks, and delay of trial and appeal;
  - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class member claims;
  - (iii) the terms of any proposed award of attorney’s fees, including timing of payment; and
  - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (D) the proposal treats class members equitably relative to each other.

*Id.* Furthermore, the Eleventh Circuit “instruct[s] district courts to consider several additional factors called the *Bennett* factors.” *In re Equifax Inc. Customer Data Sec. Breach Litig.*, 999 F.3d 1247, 1273 (11th Cir. 2021) (citing *Bennett*, 737 F.2d at 986). These additional factors are (a) there was no fraud or collusion in arriving at the settlement, and (b) the settlement was fair, adequate and reasonable, considering (1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point on or below the range of possible recovery at which a settlement is fair, adequate and reasonable; (4) the complexity, expense and duration of litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of proceedings at which the settlement was achieved. *Bennett*, 737 F.2d at 986 (“*Bennett* factors”).

Courts have substantial discretion in approving a settlement agreement, *id.* at 986, and settlement negotiations that involve arm’s-length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness. *See Manual for Compl. Lit.*, Third, § 30.42 (West

1995) (“A presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arm’s-length negotiations between experienced, capable counsel after meaningful discovery.”) (cleaned up).

**A. Final Certification of the Settlement Class and Final Approval Is Warranted.**

The Court already determined it was likely to certify the Settlement Class and grant Final Approval of the Settlement in the Preliminary Approval Order. The Court now finds, for settlement purposes only that it should finally certify the Settlement Class and enter this Final Approval Order because the Settlement Class and proposed Settlement satisfy the Rule 23(a), 23(b)(3), and 23(e) requirements and the *Bennett* factors.

Nothing has changed since the Court granted Preliminary Approval. The Court affirms its findings that the Settlement Class meets the relevant requirements of Rule 23(a) and (b)(3) for only the purposes of the Settlement in that (1) the number of members of the Settlement Class is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the members of the Settlement Class; (3) the claims of the Plaintiffs are typical of the claims of the members of the Settlement Class; (4) the Plaintiffs are adequate representatives for the Settlement Class, and have retained experienced and adequate Class Counsel; (5) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and (6) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. The pleading standard for Article III standing is also satisfied for purposes of this Settlement. The Court therefore finally certifies the following Settlement Class:

**Settlement Class:** All living individuals residing in the United States who were sent a notice of the Data Incident stating that their Private Information was potentially impacted as a result of the Data Incident.

In finding the Settlement fair, reasonable, and adequate, applying the Rule 23(e)(2) and *Bennett* factors, the Court has also considered that there were no objections to the Settlement, and only \_\_\_ opt-outs, indicating an overwhelmingly positive reaction from the Settlement Class, and the opinion of competent counsel concerning such matters.

**B. Appointment of Class Representatives and Class Counsel Is Appropriate.**

For the reasons discussed in the Preliminary Approval Order and above, the Court finds that the Plaintiffs have adequately represented the Settlement Class Members throughout this Action. The Court therefore designates and appoints the Plaintiffs as Class Representatives.

Rule 23(g)(1)(A)'s four factors for appointing class counsel for a certified class are: (1) "the work counsel has done in identifying or investigating potential claims in the action;" (2) "counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action;" (3) "counsel's knowledge of the applicable law;" and (4) "the resources that counsel will commit to representing the class." Federal Rule of Civil Procedure 23(g)(1)(A). The Court may also "consider any other matter pertinent to counsel's ability to fairly and adequately represent the interests of the class." *Id.*

The Court finds Class Counsel have expended an extensive amount of time, effort, and expense litigating this Action. Further, it is clear from their track record of success, as observed by the Court when it appointed them Interim Co-Lead Counsel and Liaison Counsel and then Class Counsel for the Settlement Class, that Class Counsel are highly skilled and knowledgeable concerning class action practice. Therefore, for purposes of the Settlement only, and pursuant to Rule 23(g)(1), the Court appoints Jeff Ostrow, Peter Prieto, and Stephanie Casey as Class Counsel to act on behalf of the Settlement Class with respect to the Settlement. They are experienced and competent counsel and will adequately protect the interests of the Settlement Class Members.

**C. The Notice Program Was Properly Administered.**

Notice of a proposed settlement must be the “best notice practicable.” Fed. R. Civ. P. 23(c)(2)(B). The best notice practicable 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).

Having considered the results of the Notice Program implementation, the Court now finds the form, content, and method of giving notice to the Settlement Class Members as described in the Notice Program, including the forms of Email Notice, Postcard Notice, Publication Notice, and Long Form Notice, Settlement Website, Settlement telephone line for frequently asked questions, and Claim Form was (a) the best practicable notice to the Settlement Class Members; (b) reasonably calculated, under the circumstances, to apprise to apprise Settlement Class Members of the pendency of the Action, the terms of the Settlement, the effect of the proposed Settlement (including the Releases contained therein), and their rights under the proposed Settlement, including the right to opt-out of or to object to the proposed Settlement and appear at the Final Approval Hearing; (c) reasonable and constituted due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) written in plain language, using simple terminology, and designed to be readily understandable by Settlement Class Members. Accordingly, the Notice Program satisfied the Rule 23(c)(2)(B) and due process requirements.

Fed. R. Civ. P. 23 (h)(1) further requires that “[n]otice of the motion [for attorneys’ fees] must be served on all parties and, for motions by class counsel, directed to class members in a reasonable manner.” The Notice Program satisfied that requirement, as it notified the Settlement

Class Members that Class Counsel would apply to the Court for an award of attorneys' fees of up to \$6,400,000.00 of the Settlement Payment, plus reimbursement of costs.

Upon final review, the Court finds the proposed Settlement is fair, reasonable, and adequate; the Settlement Class is certified for Settlement purposes; and the Notice Program satisfied the requirements of Rule 23 and due process. Accordingly, Final Approval is granted.

### **ATTORNEYS' FEES AND COSTS AWARD**

Courts have recognized that appropriate fee awards in cases such as this encourage redress for wrongs caused to entire classes of persons and deter future misconduct of a similar nature. *See Deposit Guar. Nat'l Bank v. Roper*, 445 U.S. 326, 338-39 (1980). Further, "[a]dequate compensation promotes the availability of counsel for aggrieved persons." *Millstein v. Holtz*, No. 21-CV-61179, 2022 WL 18024840, at \*8 (S.D. Fla. Dec. 30, 2022) (citation omitted); *In re Fortra File Transfer Software Data Sec. Breach Litig.*, No. 24-MD-03090, 2025 WL 2675178, at \*13 (S.D. Fla. Sept. 17, 2025); *In re Fortra File Transfer Software Data Security Breach Litig.*, No. 24-MD-03090-RAR, 2025 WL 457896, at \*12 (S.D. Fla. Feb. 11, 2025). The value of monetary and non-monetary relief may be considered in evaluating the attorneys' fee award to class counsel. *Poertner v. Gillette Co.*, 618 F. App'x 624, 628 (11th Cir. 2015).

Class counsel has requested \$\_\_\_\_\_ for attorneys' fees and \$\_\_\_\_\_ for litigation costs. The requested attorneys' fee award is within the range of reason under the factors listed in *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714, 717-19 (5th Cir.1974), which apply in the Eleventh Circuit.<sup>2</sup> At Class Counsel's request, the Court evaluated their requested attorneys' fee

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<sup>2</sup> The *Johnson* factors include: (1) the time and labor required; (2) the novelty and difficulty of the relevant questions; (3) the skill required to properly carry out the legal services; (4) the preclusion of other employment by the attorney as a result of his acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitations imposed by the clients or the circumstances; (8) the results obtained, including the amount recovered for the clients; (9) the

award applying the risk-enhanced lodestar method pursuant to the Agreement with the Defendants to pay those fees. *In re Home Depot, Inc., Customer Data Sec. Breach Litig.*, 931 F.3d 1065, 1078-80 (11th Cir. 2019) (recognizing applicability of lodestar method when defendant contracts agrees to pay attorneys' fees awarded by the district court). Evaluating the lodestar presented Application for Attorneys' Fees and Costs, the Court finds the attorneys' fees requested to be reasonable.

Under *Johnson*, the most important factor is the results obtained. Valuable benefits result from the Settlement. Class Counsel's time and labor is another factor considered. Having evaluated the record in this Action and the Application for Attorneys' Fees and Costs, the Court is well aware of the extensive amount of time Class Counsel devoted to this Action with Defendants who vigorously opposed Plaintiffs' motion for class certification and steadfastly denied liability. Extensive fact and expert discovery ensued. Class Counsel's attorneys' fees request is approximately equal to Class Counsel's lodestar, which the Court finds to be reasonable based on record in this Action to properly represent the Settlement Class. *See* Joint Declaration of Class Counsel [ECF No. \_\_\_\_].

The slight \_\_\_\_ lodestar multiplier that would result here is more than justified by the risk of failure in this contingent representation. The record reflects the novelty and difficulty of the relevant questions germane to Article III standing, class certification, liability and damages in the ever-evolving data breach litigation arena, requiring skillful and experienced class action attorneys to prosecute the claims in this Action. Evolving data breach jurisprudence in the Eleventh Circuit

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experience, reputation, and ability of the attorneys; (10) the "undesirability" of the case; (11) the nature and the length of the professional relationship with the clients; and (12) fee awards in similar cases. *Camden I*, 946 F.2d at 772 n.3. "Other pertinent factors are the time required to reach a settlement, whether there are any substantial objections by class members or other parties to the settlement terms or the fees requested by counsel, any non-monetary benefits conferred upon the class by the settlement, and the economics involved in prosecuting a class action." *Camden*, 946 F.2d at 775.

and in other courts around the country confirm a level of undesirability to pursuing the data breach cases. Class Counsel who are amongst the most experienced class action attorneys have strong reputations and have shown their abilities to vigorously represent the Settlement Class on a wholly contingent fee basis at every stage. Thus, the attorneys' fee award is reasonable.

The Court also could have performed a percentage cross-check against the Value of the Settlement to reach its reasonableness determination. *In re Home Depot*, 931 F.3d at 1091 ("Courts often use a cross-check to ensure that the fee produced by the chosen method is in the ballpark of an appropriate fee. . . . Accordingly, after calculating a fee using the lodestar method, the District Court cross-checked the fee with the percentage method."). Had the Court also relied on that cross-check, it would find the attorneys' fee request reasonable.

The Value of the Settlement includes: Medical Data Monitoring, Cash Payments, Business Practice Changes, Settlement Administration Costs, and attorneys' fees and costs. But for the Settlement, the Settlement Class would not receive any of these Settlement Class Member Benefits. First, the Medical Data Monitoring (CyEx Medical Shield Complete) automatically provided to each Settlement Class Member for two years has a retail cost of \$179.40 per year per Settlement Class Member. If purchased separately by all of the Settlement Class Members for two years, the total cost would be astronomical. Class Counsel is directly responsible for delivering this extremely valuable benefit to the Settlement Class at an affordable cost. Second, the Settlement Administration Costs are \$2,000,000.00. Third, Class Counsel's attorneys' fees are \$6,400,000.00 and costs are \$\_\_\_\_\_. Finally, the Business Practices Changes that MCNA has undertaken (and will continue to undertake) to further secure systems and environments, including changes and improvements that have been made or are being made to protect Settlement Class Members' Private Information, add additional non-monetary value to the Settlement.

The litigation costs, comprised of actual out-of-pocket costs Class Counsel reasonably and necessarily incurred and paid in connection with the prosecuting the Action and the Settlement, are reasonable. “Upon submission of adequate documentation, plaintiffs’ attorneys are entitled to reimbursement of those reasonable and necessary out-of-pocket expenses incurred in the course of activities that benefitted the class.” *Morgan v. Public Storage*, 301 F. Supp. 3d 1237, 1258 (S.D. Fla. 2016). *See also Fortra*, 2025 WL 2675178, at \*14; *Fortra*, 2025 WL 457896, at \*12. Further, pursuant to Fed. R. Civ. P. 23(h), a trial court may award nontaxable costs that are authorized by law or the parties’ agreement. *See also Behrens v. Wometco Enterprises, Inc.*, 118 F.R.D. 534, 549 (S.D. Fla. Jan. 8, 1988) (noting plaintiffs’ counsel is entitled to reimbursement from the class fund for reasonable expenses).

**RELEASES, ENTRY OF FINAL JUDGMENT, AND RETENTION OF JURISDICTION**

With the exception of those listed on *Exhibit A*, the Court adjudges that the Class Representatives and all Settlement Class Members are bound by this Final Approval Order.

Because the Court approves the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Agreement, including the payment of Valid Claims, attorneys’ fees and costs, and the Settlement Administration Costs.

Judgment shall be, and hereby is, entered dismissing the Action with prejudice, on the merits, and without taxation of costs in favor of or against any Party.

As of the Effective Date, the Releasing Parties hereby fully and irrevocably release and forever discharge the Released Parties of and from the Released Claims. Notwithstanding, the Releases shall not interfere with a Settlement Class Member’s right to communicate with a government or law enforcement agency regarding any inquiries involving the Data Incident.

Upon the entry of this Final Approval Order, with the exception of Class Counsel, Defendants' Counsel, Defendants, and the Class Representatives' implementation of the Settlement and the approval process in this Action, all Settlement Class Members shall be enjoined and barred from asserting any claims or continuing any litigation against Defendants and the Released Parties arising out of, relating to, or in connection with the Released Claims.

Any residual funds remaining 180 days following the date Settlement Class Members are sent their Cash Payments by electronic means shall be distributed to Legal Aid Service of Broward County ([www.browardlegalaid.org](http://www.browardlegalaid.org)) as the *cy pres* recipient. The Court finds that its mission matches the goals of this Action to redress and protect the privacy rights for consumers.

The Court hereby decrees that neither the Agreement, nor this Final Approval Order, nor the fact of the Settlement, is an admission or concession by Defendants or the Released Parties of any fault, wrongdoing or liability whatsoever, or as an admission of the appropriateness of class certification for trial or dispositive motion practice. This Final Approval Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Action. Nothing relating to the Settlement shall be offered or received in evidence as an admission, concession, presumption, or inference against Defendants or the other Released Parties in any proceeding, other than such proceedings as may be necessary to consummate or enforce the Settlement Agreement or to support a defense based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense.

The Court hereby retains and reserves jurisdiction over: (a) implementation of this Settlement and any distributions from the Settlement Payment; (b) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed

pursuant to the terms and conditions of the Settlement Agreement, including the exhibits appended thereto; and (c) all Parties, for the purpose of enforcing and administering the Settlement.

In the event the Effective Date of the Settlement Agreement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement, and this Final Approval Order shall be vacated. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and the Action shall return to its status immediately prior to execution of the Settlement Agreement.

### **CONCLUSION**

For the foregoing reasons, it is **ORDERED AND ADJUDGED** that Plaintiffs' Motion for Final Approval, [ECF No. 56], is **GRANTED**. This case is **DISMISSED *with prejudice*** with respect to the Defendants herein, and no costs shall be awarded other than specified in this Order or provided by the Settlement Agreement. There being no reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith pursuant to Federal Rule of Civil Procedure 58.

**DONE AND ORDERED** in Fort Lauderdale, Florida this \_\_\_ day of \_\_\_\_\_, 2026.

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**RAAG SINGHAL**  
**UNITED STATES DISTRICT JUDGE**

## **EXHIBIT A – OPT-OUT LIST**

**(To be completed before Final Approval Hearing)**

- 1.
- 2.
- 3.