

**IN THE CIRCUIT COURT OF THE 17th JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA**

GINA LETIZIO, EDUARDO GUILLEN,
ISABEL REEVES, PAUL COONS, as executor CASE NO.: CACE-25-011999
of the Estate of ELIZABETH BISSELL, JOHN
CRERAR, and CHRISTOPHER SHARP,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

AKUMIN OPERATING CORP. f/k/a
AKUMIN CORP.,

Defendant.

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

Pursuant to Florida Rule of Civil Procedure 1.220, Plaintiffs¹, individually, and on behalf of the Settlement Class, respectfully submit this Unopposed Motion for Preliminary Approval of Class Action Settlement, supported by the Joint Declaration of Class Counsel (“Joint Decl.”), attached as *Exhibit B*.

I. INTRODUCTION

1. This Action concerns a Data Incident involving Defendant. On October 11, 2023, a cyberattack occurred on Defendant’s computer systems. Joint Decl. ¶ 2. In response, Defendant immediately launched an investigation revealing that on that date, an unauthorized third party accessed and encrypted files for the purpose of extortion. *Id.* This included temporary access to certain files from Defendant’s system, which may have involved the following information

¹ All capitalized terms herein shall have the same meanings as those defined in Section II of the Settlement Agreement, attached as *Exhibit A*.

entrusted to Defendant for either treatment or employment, or both: names, home addresses, emails, other contact information, dates of birth, Social Security numbers, driver's license numbers, passport numbers, Medical Record Numbers, Medicare or Medicaid ID, other patient identifier, other unique individual identifier, financial account information, payment card information, diagnosis information, treatment information, patient imaging, occupational health information, biometric information, medical history, billing or claims information, health insurance subscriber numbers, health insurance group policy numbers, insurance benefits information, and/or electronic signatures. *Id.*

Plaintiffs, individually, and on behalf of the Settlement Class, and Defendant have entered into a Settlement to resolve Plaintiffs' claims on a classwide basis. As demonstrated below, the Settlement provides significant relief for the Settlement Class, including the right to make a claim for a Cash Payment for Documented Losses, and Medical Data Monitoring to ensure Plaintiffs and Settlement Class Members are protected from future instances of identity theft and fraud. Subject to the Court's approval, Defendant also has agreed to pay Court-approved Service Awards to the Class Representatives to compensate them for the time they spent and risk they incurred serving on behalf of the Settlement Class, Class Counsel's Attorneys' Fees and Costs, and all Settlement Administration Costs. The Parties have further agreed to a Notice Program designed to afford Settlement Class Members due process and advise them of their rights under the Settlement.

As explained below, the Settlement meets all the requirements for Settlement Class certification and Preliminary Approval. Therefore, Plaintiffs respectfully request the Court enter an order: (i) granting Preliminary Approval of the Settlement; (ii) provisionally certifying the Settlement Class for settlement purposes only; (iii) appointing the Plaintiffs as Class Representatives and Plaintiffs' counsel as Class Counsel for the Settlement Class; (iv) approving

the form of the Notices and the Notice Program; (v) approving the Claim Form and the Claim Process; (vi) appointing Epiq Class Action & Claims Solutions, Inc as the Settlement Administrator; (vii) establishing procedures and deadlines for Settlement Class Members to opt-out of the Settlement and Settlement Class Members to object to the Settlement; and (viii) scheduling a Final Approval Hearing at which time the Court will consider Final Approval of the Settlement, Settlement Class certification, and the Application for Attorneys' Fees, Costs, and Service Awards.

II. BACKGROUND

Defendant is a radiology and oncology service provider based in Florida. Joint Decl. ¶ 3. Defendant collects, maintains, and stores information pertaining to current and former employees and patients, including confidential personally identifiable information and protected health information. *Id.* In doing so, Plaintiffs contend that Defendant agreed to use reasonable safeguards to protect patients' sensitive information. *Id.* ¶ 4. Plaintiffs allege they are patients who provided Defendant with their sensitive and confidential Private Information so they could use Defendant's services and that their Private Information was exposed as a result of the Data Incident. See Complaint.

A. Procedural and Settlement History

Following the Data Incident, Defendant was named as a defendant in several court class action lawsuits in the Southern District of Florida, all related to the Data Incident, and all alleging similar claims on behalf of overlapping putative classes. Joint Decl. ¶ 5. On December 30, 2024, Plaintiffs in the related actions filed a Motion to Consolidate Actions and Appoint Interim Class Counsel. *Id.* ¶ 6. On February 27, 2025, the court entered an order consolidating the Related Actions into the first-filed action and set a deadline for applications for interim class counsel for

Plaintiffs to file a consolidated complaint following the appointment of interim class counsel. *Id.* ¶ 7. On March 3, 2025, Plaintiffs renewed their motion to appoint Jeff Ostrow and Mariya Weekes as interim class counsel, expressly noting the consent of all Plaintiffs, and the motion was granted on March 5, 2025. *Id.* ¶ 8. On April 14, 2025, Plaintiffs filed a consolidated complaint alleging negligence and negligence *per se*, breach of implied contract, breach of fiduciary duty, breach of confidence, unjust enrichment, and declaratory judgment. *Id.* ¶ 9. On April 30, 2025, the Parties filed a joint discovery report pursuant to Federal Rule of Civil Procedure 26(f), and on May 7, 2025, the court entered a trial and pre-trial schedule. *Id.* ¶ 10. On May 14, 2025, Defendant filed a motion to dismiss the consolidated complaint. *Id.* ¶ 11.

Thereafter, the Parties decided to explore early resolution and scheduled a mediation for August 7, 2025, with experienced data breach class action mediator Rodney A. Max, Esq., of Upchurch Watson White & Max. *Id.* ¶ 12. On May 19, 2025, to conserve resources in anticipation of mediation, the Parties jointly moved to stay the case pending mediation, which the court granted. *Id.* ¶ 13. In advance of the mediation, the Parties exchanged detailed informal discovery related to the cause and scope of the Data Incident, the number of individuals involved, the type of personal information impacted, and Plaintiffs' claimed damages. *Id.* The Parties attended mediation on August 7, 2025. *Id.* After a full day of negotiating, the Parties reached an agreement. During those negotiations, the Parties determined that jurisdiction was proper in state court. *Id.*

Consequently, on August 11, 2025, Plaintiffs voluntarily dismissed the federal action and filed the Action in this Court. Joint Decl. ¶ 14. The Parties then interviewed settlement administrators, negotiated the full terms of the Settlement Agreement, drafted the Notices and Claim Form, and ultimately signed the Settlement Agreement on September 10, 2025. *Id.* ¶ 15.

III. MATERIAL TERMS OF THE SETTLEMENT

A. Settlement Class - Plaintiffs seek Preliminary Approval of the Settlement on behalf of the following Settlement Class:

All living individuals residing in the United States whose Private Information may have been impacted in the Data Incident.

Agreement ¶ 62.

B. Settlement Class Member Benefits

Cash Payment for Documented Losses - All Settlement Class Members may submit a Claim to receive a Cash Payment for Documented Losses related to fraud, identity theft or misuse of their Personal Information under the Agreement for a maximum of \$2,500.00 per Settlement Class Member, upon presentment of reasonable documented out-of-pocket losses related to the Data Incident. *Id.* ¶ 68a. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims against Defendant without receiving a Settlement Class Member Benefit. *Id.* ¶ 68.

Medical Data Monitoring - In addition to a Cash Payment for Documented Losses, Settlement Class Members may also make a Claim for one year of CyEx's Medical Shield Complete. *Id.* ¶ 68b. This includes credit monitoring with one bureau, with additional monitoring of: (a) healthcare insurance plan IDs, healthcare beneficiary identifier ID; (b) medical records; (c) national provider identifier; (d) international classification of disease; (e) health savings account; (f) high-risk transactions; and (g) the dark web. *Id.* The product also provides for \$1,000,000 of identity theft insurance and contains real-time alerts and victim assistance. *Id.*

C. Settlement Class Notice - The Parties have agreed on a comprehensive Notice Program, which includes Email Notice, Publication Notice, Long Form Notice, a Settlement Website, and a Settlement telephone line. *Id.* ¶ 44. Email Notice shall be sent to all Settlement

Class members for whom an email address is known; otherwise, Publication Notice will be directed to Settlement Class members without email addresses or to those whose Email Notice was undeliverable or bounced-back. *Id.* ¶ 75.

Settlement Class members may request a Long Form Notice by mail, review key documents and dates on the Settlement Website, and get answers to frequently asked questions by calling a toll-free telephone number. *Id.* ¶ 77. The Notice Program, in forms similar to those attached to the Agreement as Exhibits 1-3, will inform the Settlement Class of the general terms of the Settlement, including a description of the Action, the identity of the Settlement Class, and what claims will be released. It shall include, among other information: a description of the material terms; how to submit a Claim Form; the Claim Form Deadline; Opt-Out Deadline; the Objection Deadline to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class members may access the Agreement, Claim Form, and other related documents and information. Additionally, opt-out procedures will be explained, as well as how Settlement Class Members may exercise their right to object to the proposed Settlement and/or Application for Attorneys' Fees, Costs and Service Awards at the Final Approval Hearing. *Id.* ¶¶ 77-78.

D. Claims Process - To receive a Cash Payment for Documented Losses or Medical Data Monitoring, Settlement Class members must submit a Valid Claim by the Claim Form Deadline (15 days before the initial scheduled Final Approval Hearing). *Id.* ¶ 66. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail sent to the Settlement Administrator at the address designated on the Claim Form. *Id.* ¶ 82. The Settlement Administrator will review all Claim Forms to determine their validity and eligibility for the Settlement Class Member to receive Settlement Class Member Benefits. *Id.* ¶ 83. The Settlement

Administrator will provide Settlement Class Members who submitted Valid Claims with their Cash Payment for Documented Losses no later than 75 days after the Effective Date. *Id.* ¶ 91. All Medical Data Monitoring codes shall be emailed by CyEx to Settlement Class Members with Valid Claims no later than 75 days after the Effective Date. *Id.* Cash Payments will be made electronically or by paper check by sending Settlement Class Members with Valid Claims an email to select from alternative forms of electronic payment or by paper check. *Id.* ¶ 92.

E. Settlement Administrator – Epiq, the proposed Settlement Administrator, is a well-respected and reputable third-party administrator that has significant experience with data breach settlements. Joint Decl. ¶ 33. The Settlement Administrator shall effectuate the Notice Program, handle the Claims Process, and distribute any Cash Payments for Documented Losses to Settlement Class Members. Agreement ¶ 72. The Settlement Administrator’s duties are fully outlined in Section VI of the Agreement.

F. Opt-Out and Objection Procedures - Consistent with the Settlement’s opt-out procedures, the Agreement and Long Form Notice provide that Settlement Class members who do not wish to participate in the Settlement may opt-out up to 15 days before the initial scheduled Final Approval Hearing date. *Id.* ¶ 47. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor’s name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. *Id.* ¶ 77. Any Settlement Class member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement. *Id.*

The Agreement and Long Form Notice also specify how Settlement Class Members may object to the Settlement and/or the Application for Attorneys’ Fees, Costs, and Service Awards. Objections must be filed with the Court, and mailed to Class Counsel, Defendant’s Counsel, and

the Settlement Administrator. *Id.* ¶ 78. For an objection to be considered by the Court, the objection must be submitted no later than the Objection Deadline, which is 15 days before the initial scheduled Final Approval Hearing date, as specified in the Notice. *Id.* ¶ 46. The objection must also set forth: (a) the objector's full name, mailing address, telephone number, and email address (if any); (b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (c) the number of times the objector has objected to a class action settlement within the 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; (d) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (e) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 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; (f) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing; (g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (h) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (i) the objector's signature (an attorney's signature is not sufficient). *Id.* ¶ 79.

G. Release of Claims - Plaintiffs and Settlement Class Members who do not timely and validly Opt-Out of the Settlement Class will be bound by the terms of the Settlement, including the Releases that discharge the Released Claims against the Released Parties. *Id.* ¶¶ 100-102. The Release is narrowly tailored to the claims made in the Action. Joint Decl. ¶ 32.

H. Attorneys' Fees and Costs - The amount of any attorneys' fees and costs shall be determined by the Court. Class Counsel shall apply to the Court for an award of attorneys' fees and litigation costs of \$2,850,00.00. Agreement. ¶ 97. The attorneys' fees and costs will be formally sought in the Application for Attorneys' Fees, Costs, and Service Awards filed within the Motion for Final Approval no later than 30 days before the original date set for the Final Approval Hearing. *Id.* ¶ 94. The Settlement is not contingent on approval of the requests for attorneys' fees and costs, and if the Court denies the requests or grants amounts other than what was requested, the remaining provisions of the Agreement shall remain in force. *Id.* ¶ 99. The Notice will advise the Settlement Class of the amounts of attorneys' fees that Class Counsel intends to seek.

I. Service Awards – Subject to Court approval, the Plaintiffs will apply for the payment of a \$2,500.00 Service Award for each of the Class Representatives for their service on behalf of the Settlement Class. *Id.* ¶ 96. The Settlement is not contingent on approval of the requests for Service Awards, and if the Court denies the requests or grants amounts other than what was requested, the remaining provisions of the Agreement shall remain in force. *Id.* ¶ 99.

IV. ARGUMENT

To certify a class action for settlement purposes, a court must first determine that all the requirements for class certification set forth in Florida Rule of Civil Procedure 1.220(a) and at least one of the requirements of Rule 1.220(b) are satisfied. Once it is determined that the settlement class meets the requirements for class certification pursuant to Rule 1.220, the Court's

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

A. Certification of the Settlement Class for Settlement Purposes Is Warranted.

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

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

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

Here, certification of the Settlement Class is warranted because the requirements of Florida

Rule of Civil Procedure 1.220 are satisfied. As to Rule 1.220(a), there are millions of Settlement Class members (numerosity), all of whom have the same claim for which the court would decide common issues of fact and law centered on whether Defendant's security environment was adequate to protect the Settlement Class's Private Information (commonality); Plaintiffs' claims are the same as the rest of the Settlement Class Members' claims and Plaintiffs are not subject to any unique affirmative defenses (typicality); and Plaintiffs and Class Counsel have zealously litigated the claim, secured substantial relief, and have no conflicting interests to the Settlement Class, and Class Counsel has extensive experience litigating data breach class actions (adequacy). Joint Decl. ¶ 25. As to Rule 1.220(b)(3), pursuant to the terms of the Settlement, there are no individual issues precluding class treatment (predominance), and class treatment is the best method of adjudication, as seen in the fact that every Settlement Class Member shall receive relief without the need for numerous (and duplicative) individual cases (superiority). Joint Decl. ¶ 26. *See also Sosa v. Safeway Premium Fin. Co.*, 73 So. 3d 91, 106-07 (Fla. 2011) (outlining requirements for class certification); *InPhyNet Contracting Services, Inc. v. Soria*, 33 So.3d 766 (Fla. 4th DCA 2010) (addressing Rule 1.220(a)-(b) elements in discussing class certification). Thus, certification of the Settlement Class is warranted.

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

The notice requirements of Fla. R. Civ. P. 1.220(d)(2) must be designed to provide sufficient due process to class members by sufficiently informing them of the pendency of the Action and providing an opportunity to be heard or opt out, and must be the "most practicable under the circumstances." *Combined Services, Inc. v. City of Opa-Locka*, 394 So. 3d 98, 102 (Fla. 3d DCA 2024) (quoting Rule 1.220(d)(2)). To satisfy such requirement, individual notice should be provided to class members who can be identified through reasonable effort. *See* Rule

1.220(d)(2); *Cordell v. World Ins. Co.*, 355 So. 2d 479, 481 (Fla. 1st DCA 1978).

Here, the Parties have agreed to send Email Notice to members of the Settlement Class for whom email addresses are known and Publication Notice to those Settlement Class Members for whom addresses are unknown. This type of notice clearly comports with due process requirements. Joint Decl. ¶ 34. *See, e.g., Combined Services*, 394 So.3d at 102; *Juris v. Inamed Corp.*, 685 F.3d 1294, 1320 (11th Cir. 2012). Moreover, the Notice provides a clear explanation of the terms of the Settlement; the amount sought in attorneys' fees, costs, and Service Awards; the Settlement Class Members' right to opt-out or object, and the methods by which to do so; and provides an opportunity to be heard at the Final Approval Hearing, to be scheduled after the Notice Program is completed. *See, generally*, Agreement (and Notice exhibits attached thereto); *see also* Rule 1.220(d)(2) ("The notice shall inform each member of the class that (A) any member of the class who files a statement with the court by the date specified in the notice asking to be excluded shall be excluded from the class, (B) the judgment, whether favorable or not, will include all members who do not request exclusion, and (C) any member who does not request exclusion may make a separate appearance within the time specified in the notice."); *Nolan v. Integrated Real Estate Processing, LP*, 2009 U.S. Dist. LEXIS 136890, at *20-21 (M.D. Fla. Sep. 9, 2009) (setting forth what should be included in notice of settlement).

Thus, the Notice provided to the Settlement Class members constitutes the most practicable notice and comports with due process requirements.

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

Preliminary approval of a class action settlement "is not binding, and it is granted unless a proposed settlement is obviously deficient." *Smith v. Wm. Wrigley Jr. Co.*, 2010 U.S. Dist. LEXIS

67832, *6 (S.D. Fla. June 15, 2010).² “Preliminary approval is appropriate where the proposed settlement is the result of the parties’ good faith negotiations, there are no obvious deficiencies, and the settlement falls within the range of reason.” *Id.* at *7. These requirements are readily satisfied here, as demonstrated above in the Agreement and in the exhibits hereto. *City of L.A. v. Bankrate, Inc.*, 2016 U.S. Dist. LEXIS 115071, *14-15 (S.D. Fla. Aug. 24, 2016) (granting preliminary approval of proposed class action settlement where “the proposed settlement was made after mediation was conducted,” “[t]he negotiations appear to have been made in good faith and there do not appear to be any obvious deficiencies,” and the settlement amount “appears to be within the range of reasonableness”); *Almanzar v. Select Portfolio Servicing, Inc.*, 2015 U.S. Dist. LEXIS 178149, *5-6 (S.D. Fla. Oct. 15, 2015) (granting preliminary approval, finding that proposed class action settlement was based on “informed, good-faith, arms-length negotiations between the Parties and their capable and experienced counsel,” and settlement was “within the range of reasonableness and possible judicial approval”).

As will be set forth in greater detail in the Motion for Final Approval – and as demonstrated by the terms of the Agreement – the class settlement approval factors identified by the Florida District Court of Appeals to evaluate the fairness, reasonableness and adequacy of a settlement favor approval here. *See Grosso*, 983 So. 2d at 1173 (“To approve a class action settlement, the trial court must find that the agreement was fair, reasonable, and adequate.”). The relevant factors include (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement;³ (3) the stage of the proceedings; (4) the risk of establishing liability; (5) the risk of

² Florida Rule of Civil Procedure 1.220 is patterned after Rule 23 of the Federal Rules of Civil Procedure. Consequently, Florida courts consider case law interpreting Rule 23 as persuasive. *Concerned Class Members v. Sailfish Point, Inc.* 704 So.2d 200, n.1 (Fla. 4th DCA 1998).

³ This factor is best judged after Notice is sent to the Settlement Class.

establishing damages; (6) the risk of maintaining a class action; (7) the ability of the defendant to withstand a greater judgment; (8) the reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation. *Id.* at 1173-74.

Indeed, there was no fraud or collusion in the Settlement, which rather was entered into after arm's-length negotiations and with the assistance of an experienced and well-respected mediator; this Action is complex and litigation would be costly and uncertain; Plaintiffs elicited extensive data demonstrating the contours of the Settlement Class, the nature of the Private Information involved, and Defendant's practices and procedures; and the likelihood of success is uncertain. Joint Decl. ¶ 18. The Settlement Class Member Benefits available to the Settlement Class here are more than reasonable, given the complexity of the Action and the significant risks and barriers that loomed in the absence of settlement, including, but not limited to, Defendant's filed motion to dismiss, a contested motion for class certification, competing motions for summary judgment, trial, and appellate review following a final judgment. *Id.* ¶ 19. Plaintiffs and their counsel believe the Settlement is a great and a reasonable result for the Settlement Class in light of factors stated above and anticipate that members of the Settlement Class will be satisfied with the result as well. *Id.* ¶ 20. In reality, the reaction of the Settlement Class can only be evaluated in considering Final Approval of the Settlement.

For all these reasons, Plaintiffs respectfully submit that there are no obvious deficiencies to the Settlement precluding Preliminary Approval and that this Motion should be granted.

D. Proposed Schedule of Events

Plaintiffs propose the following schedule for the Court's review and approval. If the Court agrees with the proposed schedule, Plaintiffs request the Court schedule the Final Approval

Hearing for the week of November 24, 2025, or soon thereafter on the Court's calendar.

Deadline to commence Notice Program	Within 15 days of Preliminary Approval
Deadline to complete Notice Program	30 days before the initial scheduled Final Approval Hearing
Deadline for filing Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards	30 days before the initial scheduled Final Approval Hearing
Opt-out Deadline	15 days before the initial scheduled Final Approval Hearing
Objection Deadline	15 days before the initial scheduled Final Approval Hearing
Claim Filing Deadline	15 days following the initial scheduled Final Approval Hearing
Final Approval Hearing	Week of December 15, 2025 (or such later date available on the Court's calendar).

V. CONCLUSION

For the foregoing reasons, Plaintiffs and Class Counsel respectfully request the Court: (1) preliminarily approve the Settlement; (2) provisionally certify the Settlement Class for settlement purposes; (3) approve the Notices and Notice Program, including the opt-out and objection procedures; (4) approve the Claim Form and Claims Process; (5) appoint Plaintiffs as Class Representatives; (6) appoint Jeff Ostrow and Mariya Weekes as Class Counsel; (7) appoint Epiq as the Settlement Administrator; and (8) set the Final Approval hearing date and time. A proposed Preliminary Approval Order is attached hereto as *Exhibit C*.

Dated: September 11, 2025.

Respectfully submitted,

By: /s/ Jeff Ostrow

Jeff Ostrow (FBN 121452)

KOPELOWITZ OSTROW P.A.

One West Las Olas Blvd., Suite 500

Fort Lauderdale, FL 33301

Tel: 954.332-4200

ostrow@kolawyers.com

Mariya Weekes
Florida Bar No. 56299
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**
333 SE 2nd Avenue, Suite 2000
Miami, FL, 33131
Tel: (786) 879-8200
mweekes@milberg.com

Fla.R.Civ.P. 1.202 CERTIFICATION

Class Counsel has conferred with Defendant's counsel, Ian Ross, by telephone and is authorized to state that Defendant consents to the relief requested in this motion.

/s/ Jeff Ostrow
Jeff Ostrow

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on September 11, 2025, I electronically filed the foregoing with the Clerk of the Court which will send notice of electronic filing to all counsel of record.

/s/ Jeff Ostrow
Jeff Ostrow