

IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL
CIRCUIT IN AND FOR DUVAL COUNTY, FLORIDA

IN RE Precision Imaging Centers Data
Breach Litigation

Case No.: 2023-ca-009321

**ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION TO DIRECT CLASS
NOTICE AND GRANT PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Before the Court is Plaintiffs' Unopposed Motion to Direct Class Notice and Grant Preliminary Approval of Class Action Settlement, filed July 18, 2025, the terms of which are set forth in a Settlement Agreement with accompanying exhibits attached as Exhibit A to Plaintiffs' motion (the "Settlement Agreement").¹ Having fully considered the issue, the Court hereby GRANTS the motion and orders as follows:

1. **Class Certification for Settlement Purposes Only.** The Settlement Agreement provides for a Settlement Class defined as follows:

All individuals to whom notification was provided by Defendants, on or around June 22, 2023, whether by direct written notice or substitute notice, regarding the Cybersecurity Event." The Settlement Class specifically excludes: (i) Defendants and their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; (iv) the attorneys representing the Parties in the Litigation; and (v) any other individual found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity involved in the Cybersecurity Event or who pleads nolo contendere to any such charge.

¹ All defined terms herein have the same meaning as set forth in the Settlement Agreement.

Pursuant to Florida Rule of Civil Procedure 1.220(d), the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of Rule 1.220(a) and the requirements of Rule 1.220(b)(3). Specifically, the Court finds for settlement purposes that: a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; b) there are issues of law and fact that are common to the Settlement Class; c) the claims of the Settlement Class Representatives are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; d) the Settlement Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Settlement Class Representatives have no interest antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; e) questions of law or fact common to Settlement Class members predominate over any questions affecting only individual members; and f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this controversy.

2. **Settlement Class Representatives and Settlement Class Counsel.** The Court finds that the Plaintiffs named in the operative Complaint will likely satisfy the requirements of Rule 1.220(a)(4) and should be appointed as the Settlement Class Representatives. Additionally, the Court finds that proposed Class Counsel, Ryan D. Maxey of Maxey Law Firm, P.A., A. Brooke Murphy of Murphy Law Firm, and Philip J. Krzeski of Chestnut Cambronne PA, will likely satisfy the requirements of Rule 1.220(a)(4) and are appointed as Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the benefits to the Settlement Class, the specific risks faced by the Settlement Class in prevailing on Plaintiffs' claims, the stage of the proceedings at which the Settlement was reached, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, and all of the other factors required by Rule 1.220.

4. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to Fla. Stat. §§ 26.012 and 86.011 and personal jurisdiction over the Parties before it. Additionally, venue is proper in this Court pursuant to Fla. Stat. §§ 47.011 and 47.051.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on December 18, 2025, at 2:00 p.m. EST in Hearing Room 739 of the Duval County Courthouse, 501 West Adams Street, Jacksonville, Florida 32202 to determine, among other things, whether: (a) this matter should be finally certified as a class action for settlement purposes pursuant to Fla. R. Civ. P. 1.220(a) and (b)(3); (b) the Settlement should be approved as fair, reasonable and adequate, and finally approved; (c) this action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (e) the application of Class Counsel for an award of attorneys' fees, costs, and expenses should be approved; and (e) the application of the Settlement Class Representatives for a service award should be approved.

6. **Settlement Administrator.** The Court appoints Verita Global as the Settlement Administrator, with responsibility for class notice and claims administration. The Settlement

Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid by Defendants pursuant to the Settlement Agreement.

7. **Notice.** The proposed method for providing notice set forth in the Settlement Agreement and the Claim and Class Notice Forms attached to the Settlement Agreement as Exhibits A, B, and C are hereby approved. Non-material modifications to these Exhibits may be made with approval by the parties but without further order of the Court.

8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving notice to the Settlement Class as described in the Settlement Agreement and exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by class members.

The Settlement Administrator is directed to carry out the Notice Plan in conformance with the Settlement Agreement.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written request for exclusion to the Settlement Administrator at the address and in the manner provided in the Notice. Such requests for exclusions must meet the opt-out deadline established by this Order and stated in the Notice.

A request for exclusion must be in writing and: (a) state the name of this proceeding (*IN RE Precision Imaging Centers Data Breach Litigation*, Case No. 2023-ca-009321, or similar identifying words such as “Precision Imaging Centers Cybersecurity Event Lawsuit”); (b) state the name and address of the Settlement Class Member seeking exclusion; (c) state “Request for Exclusion” or words communicating the person’s request for exclusion from the Settlement Class; and (d) must be signed by the Settlement Class Member.

A request for exclusion that does not include the foregoing information, or that is sent to an address other than the one designated in the Notice, or that is not received within the specified time shall be invalid and the Settlement Class Member serving such a request shall, if the Final Approval Order and Judgment is entered, be considered a Settlement Class Member and shall be bound by any judgment entered herein with respect to the Settlement Class.

The Settlement Administrator shall forward a list of all requests for exclusion to Class Counsel and to Defendants’ Counsel within 7 days of the Opt-Out Deadline.

If the Final Approval Order and Judgment is entered, any Settlement Class Member who has not submitted a timely, valid written request for exclusion from the Settlement Class shall be bound by all subsequent proceedings, orders, and judgments in this action, including but not limited to the Release set forth in the Final Approval Order and Judgment. Settlement Class Members who submit valid and timely requests for exclusion shall not be entitled to receive any benefits from the Settlement.

10. **Objections and Appearances.** Any Settlement Class Member may object to the Settlement, Class Counsel’s request for fees and expenses, or the request for a service award payment to the Settlement Class Representatives; provided, however, that no Settlement Class Member shall be heard or entitled to contest such matters, unless the objection is: (a) electronically

filed by the Objection Deadline; or (b) mailed first-class postage prepaid to the Clerk of Court, at the address listed in the Notice, and postmarked by no later than the Objection Deadline, as specified in the Notice. For the objection to be considered by the Court, the objection must be in writing and include:

- (i) the objector's full name, address, telephone number, and e-mail address (if any);
- (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class;
- (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable;
- (iv) the identity of all counsel representing the objector;
- (v) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and
- (vi) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation).

Any Settlement Class Member who fails to comply with the provisions in this Order will waive and forfeit any and all rights they may have to object, will have their objection stricken from the record, and will lose their rights to appeal from approval of the Settlement. Any such Settlement Class Member also shall be bound by all subsequent proceedings, orders, and judgments in this action, including but not limited to the Release set forth in the Final Approval Order and Judgment if entered.

11. **Claims Process.** The Settlement Agreement contemplates the establishment of a claims process. As set forth in the Settlement Agreement, Defendants shall pay an aggregate cap

of \$200,000.00 for the following general categories of relief; (i) the reimbursement of up to \$500 per Settlement Class Member in ordinary out-of-pocket losses and ordinary attested time and (ii) the reimbursement of up to \$5,000 per Settlement Class Member in extraordinary out-of-pocket losses. In addition, Defendants will provide identity protection and credit monitoring services (“Credit Monitoring Services”) for 2 years to each Settlement Class Member who makes a claim for Credit Monitoring Services. The Court preliminarily approves this process and directs the Settlement Administrator to make the claim forms or their substantial equivalents available to Settlement Class Members in the manner specified in the Notice.

The Settlement Administrator will be responsible for effectuating the claims process.

Settlement Class Members who qualify for and wish to submit a claim form shall do so in accordance with the requirement and procedures specified in the Class Notice and the claim forms. If the Final Approval Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the claim form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Approval Order and Judgment, including the release.

12. **Termination of Settlement.** This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before the Court entered this Order, if: a) the Settlement is not approved by the Court or is terminated in accordance with its terms; or b) there is no Effective Date. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court’s orders, including this Order, relating to the Settlement shall be used or referred to for any purpose

whatsoever.


13. **Use of Order.** This Order shall be of no force or effect if the Final Approval Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendants of any fault, wrongdoing, breach, or liability. Nor shall this Order be construed or used as an admission, concession, or declaration by or against any Settlement Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this litigation or in any other lawsuit.

14. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

15. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

Event	Timing
Notice Program Commencement	30 days after Preliminary Approval
Completion of Notice Program (Notice Deadline)	60 days after Preliminary Approval
Plaintiffs' Motion for Attorneys' Fees and Service Awards	30 days after Notice Deadline
Objection/Exclusion Deadline	60 days after Notice Deadline
Claims Deadline	90 days after Notice Deadline
Motion for Final Approval	30 days after Claims Deadline
Plaintiffs' and Defendants' Responses to Objections (if any)	14 days prior to the Fairness Hearing
Fairness Hearing	December 18, 2025, at 2:00 p.m. EST in Hearing Room 739 of the Duval County Courthouse, 501 West Adams Street, Jacksonville, Florida 32202
Payment of Attorneys' Fees and Incentive Awards	14 days after Effective Date
Distribution of Settlement Awards	Payments for approved claims shall be transmitted and/or mailed and postmarked within sixty (60) days of the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is later

DONE AND ORDERED in Jacksonville, Duval County, Florida on this 2nd day of September 2025.


HON. BRUCE R. ANDERSON, JR.
CIRCUIT COURT JUDGE

Copies to:

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