

**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

SETTLEMENT AGREEMENT AND RELEASES

This Settlement Agreement, dated July 17, 2025, is made and entered into by and among: (1) Plaintiffs Lauren Boyles, Philipp Groebe, Natalie Luttrell, Bijoy Shroff, Cheryl Wearing, and Paige Demaio (collectively, “Plaintiffs” or “Representative Plaintiffs”); and (2) Defendants Precision Imaging St. Augustine, LLC d/b/a Precision Imaging Centers and The Medical Imaging Partnership–Jax1, LLC d/b/a Precision Imaging Centers (collectively, “Defendants”) (collectively, the “Parties”). The Parties hereby agree to the following terms in full settlement of the Litigation, subject to a Final Approval Order entered by the Court.

I. BACKGROUND

1. Defendants operate as Precision Imaging Centers. Precision Imaging Centers is a Jacksonville, Florida based healthcare provider with locations in and around Jacksonville and St. Augustine, Florida.

2. The above-styled case arises from a cybersecurity event perpetrated against Defendants on or around November 2, 2022 (the “Cybersecurity Event”) by an unauthorized consortium of sophisticated threat actors (the “Unauthorized Threat Actors”).

3. The circumstances giving rise to the Litigation (defined below) involved the Unauthorized Threat Actors accessing Defendants’ network, wherein these Actors acquired personally identifiable information (“PII”) related to some of Defendants’ current and former patients, including first and last name; address; Social Security number; driver’s license or government-issued

identification number; health insurance information, medical condition(s) and diagnoses, or other health- or medical-related information; and dates of birth.

4. After Defendants provided notice of the Cybersecurity Event on or about June 22, 2023, Plaintiff Boyles filed a putative class action Complaint on June 27, 2023, in the Circuit Court for the Fourth Judicial Circuit in and for Duval County, Florida (the “Boyles Action”). The remaining Plaintiffs subsequently filed additional cases (the “Related Actions”), which were consolidated with the Boyles Action into the consolidated class action lawsuit entitled: *In re Precision Imaging Centers Data Breach Litigation*, Case No. 2023-CA-009321 (Fla. 4th Cir. Ct. June 27, 2023) (the Boyles Action and the Related Actions shall be referred to herein, collectively, as the “Litigation”).

5. In their Consolidated Complaint (defined below), Plaintiffs asserted claims against Defendants for negligence, breach of implied contract, breach of fiduciary duty, and violation of the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”).

6. Defendants moved to dismiss Plaintiffs’ claims. The Court held a hearing on the motion to dismiss and denied it without prejudice. Plaintiffs voluntarily dismissed their FDUTPA claim.

7. On April 17, 2025, the parties mediated this case. After a full day of hard-fought, arms-length negotiations, and with the assistance of experienced mediator Judge John Thornton (Ret.), the parties reached an agreement. The parties later memorialized the full terms of their settlement in this Settlement Agreement.

8. Pursuant to the terms set out below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against Defendants and the Released Persons (as defined below) relating to the Cybersecurity Event, by and on behalf of Plaintiffs (“Representative Plaintiffs”) and Settlement Class Members (as defined below) and any other such actions by and on behalf of any other persons in the United States and relating to the Cybersecurity Event.

II. REPRESENTATIVE PLAINTIFFS' CLAIMS AND BENEFITS OF SETTLING

Representative Plaintiffs believe the claims asserted in the Litigation, as set forth in the Complaint, have merit. Representative Plaintiffs and their counsel who are proposed as Class Counsel ("Proposed Class Counsel") recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the litigation against Defendants through motion practice, trial, and potential appeals. They have also taken into account the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation, especially in complex class actions. Proposed Class Counsel are experienced in class action litigation and are very knowledgeable regarding the relevant claims, remedies, and issues generally in such litigation and in the privacy issues specific to this litigation. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interest of Representative Plaintiffs and the Settlement Class.

III. DENIAL OF WRONGDOING AND LIABILITY

Defendants deny each and all the claims and contentions alleged against them in the Litigation, and all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Nonetheless, Defendants have concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Defendants have also considered the uncertainty and risks inherent in any litigation. Defendants have, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

IV. SETTLEMENT TERMS & DEFINITIONS

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is hereby agreed by and among the Class Representatives, individually and on behalf of the Settlement Class, and Defendants, subject to the

approval of the Court, that the Litigation and the Released Claims shall be forever resolved, settled, compromised, released, and dismissed with prejudice upon and subject to the following terms and conditions:

1. Definitions

As used in the Settlement Agreement, the following terms have the meanings specified below:

- 1.1 “Agreement” or “Settlement Agreement” means this agreement.
- 1.2 “Approved Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the Dispute Resolution process.
- 1.3 “Boyles Action” means the putative class action Complaint filed by Plaintiff Boyles on June 27, 2023, in the Circuit Court for the Fourth Judicial Circuit in and for Duval County, Florida.
- 1.4 “Claims Administration” means the processing and payment of claims received from Settlement Class Members by the Claims Administrator.
- 1.5 “Claims Administrator” means a company experienced in administering class action claims generally and specifically those of the type provided for and made in data security incident litigation, to be selected by Defendants subject to approval by Representative Plaintiffs and approved by the Court.
- 1.6 “Claims Deadline” means the postmark deadline for Claims to be determined valid pursuant to ¶ 2.4.4, which shall be ninety (90) days from the completion of the Notice Program pursuant to ¶ 3.2.
- 1.7 “Claim Form” means the form that a Settlement Class Member must complete and submit on or before the Claim Deadline in order to make a Settlement Claim and, by extension, seek eligibility for the benefits described herein. The Claim Form shall require a sworn signature or electronic verification under penalty of perjury but shall not require a notarization. The Claim Form template is attached as **Exhibit A** to this Settlement Agreement.

1.8 “Claims Period” means the time period in which Settlement Class Members may submit a Claim Form. The Claims Period begins on the commencement of the Notice Program pursuant to ¶ 3.2 and expires on the Claims Deadline.

1.9 “Consolidated Complaint” means that certain Consolidated Class Action Complaint filed by the Plaintiffs in the Litigation on March 22, 2024.

1.10 “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration.

1.11 “Court” means the Fourth Judicial Circuit in and for Duval County, Florida.

1.12 “Cybersecurity Event” means the cybersecurity event perpetrated against Defendants that occurred on or around November 2, 2022, during which the Unauthorized Threat Actors acquired PII related to some of Defendants’ current and former patients, including first and last name; address; Social Security number; driver’s license or government-issued identification number; health insurance information, medical condition(s) and diagnoses, or other health- or medical-related information; and dates of birth.

1.13 “Defendants” means Defendants Precision Imaging St. Augustine, LLC d/b/a Precision Imaging Centers and The Medical Imaging Partnership–Jax1, LLC d/b/a Precision Imaging Centers.

1.14 “Defense Counsel” means Brandon C. Meadows and Ty D. Robare of Jimerson Birr, P.A on behalf of Defendants.

1.15 “Dispute Resolution” means the process for resolving disputed Settlement Claims as set forth in this Agreement.

1.16 “Effective Date” means the first date by which all of the events and conditions specified in ¶ 1.17 and ¶ 9.1 herein have occurred and been met.

1.17 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that

term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorney's fee award or service award made in this case shall not affect whether the Judgment is "Final" as defined herein or any other aspect of the Judgment.

1.18 "Judgment" means a judgment rendered by the Court.

1.19 "Litigation" means the consolidated class action case styled *In re Precision Imaging Centers Data Breach Litigation*, Case No. 2023-CA-009321, pending in the Fourth Judicial Circuit in and for Duval County, Florida.

1.20 "Notice" means the written notice to be sent to the Settlement Class Members pursuant to the Preliminary Approval Order.

1.21 "Objection Deadline" means the last such date following distribution of the Notice by which objections to the settlement from Settlement Class Members must be filed with the Clerk of Court in order to be effective and timely.

1.22 "Opt-Out Deadline" means the last such date following distribution of the Notice by which requests for exclusion from settlement must be postmarked in order to be effective and timely.

1.23 "Person" means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

9. "PII" or "Personally Identifiable Information" means information related to some of Defendants' current and former patients, including first and last name; address; Social Security

number; driver's license or government-issued identification number; health insurance information, medical condition(s) and diagnoses, or other health- or medical-related information; and dates of birth.

1.24 "Preliminary Approval Order" means the proposed order preliminarily approving the Settlement and directing mailed notice to the Settlement Class of the pendency of the Action and of the Settlement, to be entered by the Court.

1.25 "Plaintiffs' Counsel" and "Proposed Class Counsel" mean Ryan D. Maxey of Maxey Law Firm, P.A., A. Brooke Murphy of Murphy Law Firm, and Philip J. Krzeski of Chestnut Cambronne PA.

1.26 "Related Actions" means those certain cases filed subsequent to the Boyles Action by the remaining Representative Plaintiffs, which were consolidated with the Boyles Action into the Litigation.

1.27 "Related Entities" means Defendants' past or present parents, subsidiaries, divisions, related or affiliated entities, and subcontractors, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant to this Litigation, other than any Person who is 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.

1.28 "Released Claims" shall collectively mean any and all claims and causes of action that were or could have been asserted based on, relating to, concerning or arising out of the Cybersecurity Event and co-extensive, alleged theft or misuse of Defendants' current and former patients' or other individuals' PII, or the allegations, facts, or circumstances related to the Cybersecurity Event as described in the Litigation including, without limitation, any violations of the Florida Deceptive and Unfair Trade Practices Act and similar state consumer protection statutes; any violation of the

California Customer Records Act, California Consumer Privacy Act, California Unfair Competition Law, California Consumers Legal Remedies Act, Confidentiality of Medical Information Act; Florida Deceptive and Unfair Trade Practices Act; negligence; negligence per se; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the Cybersecurity Event and alleged theft or misuse of Defendants' current and former patients' or other individuals' PII or the allegations, facts, or circumstances related to the Cybersecurity Event. Released Claims shall include Unknown Claims as defined in ¶ 1.36. Released Claims shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.29 "Releases" means the releases and waiver set forth in Section IV(6) of this Agreement.

1.30 "Released Persons" means Defendants, the Related Entities and each of their parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers.

1.31 "Representative Plaintiffs" or "Plaintiffs" means Plaintiffs Lauren Boyles, Philipp Groebe, Natalie Luttrell, Bijoy Shroff, Cheryl Wearing, and Paige Demaio.

1.32 "Settlement Claim" means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.33 “Settlement Class” means “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. Defendants represent that the Settlement Class contains approximately 31,010 individuals who had their information acquired by the unauthorized actor.

1.34 “Settlement Class Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

1.35 “Settling Parties” means, collectively, Defendants and Representative Plaintiffs, individually and on behalf of the Settlement Class.

1.36 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including the Representative Plaintiffs, does not know or suspect to exist as of the date of the entry of the Preliminary Approval Order that, if known by any of them, might have affected their settlement with, and release of, the Released Persons, or might have affected their decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Representative Plaintiffs expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, Montana

Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Settlement Class Members, including Representative Plaintiffs, and any of them, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Representative Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.37 “United States” as used in this Settlement Agreement includes the District of Columbia and all territories of the United States.

1.38 “Valid Claim” means a Settlement claim that is timely submitted and in an amount approved by the Settlement Administrator or found to be valid through the claims processing and/or Dispute Resolution process.

2. Settlement Benefits

2.1 Compensation for Ordinary Expenses. Settlement Class Members may make a Settlement Claim by timely submitting a valid Claim Form seeking, per individual, up to \$500.00 in (i) Ordinary Out-of-Pocket Losses and/or (ii) Ordinary Attested Time.

2.1.1 “Ordinary Out-of-Pocket Losses” are actual, documented, and unreimbursed costs or expenditures incurred by a Settlement Class Member on or after November 2, 2022 in response to notice of the Cybersecurity Event, which may include, by way of example and without

limitation, the following: (1) costs incurred on or after November 2, 2022 associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (2) other miscellaneous expenses incurred related to any Ordinary Out-of- Pocket Losses such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (3) credit monitoring or other mitigative costs that were incurred on or after November 2, 2022 through the date of the Settlement Class Member's claim submission.

2.1.2 Settlement Class Members who elect to submit a claim for reimbursement of Ordinary Out-of-Pocket Losses must provide to the Settlement Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member's name and current address; (2) documentation supporting their claim; and (3) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone. Documentation supporting Ordinary Out-of-Pocket Losses can include receipts or other documentation not "self-prepared" by the Class member that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation.

2.1.3 "Ordinary Attested Time" constitutes time, of up to four (4) hours, spent by Settlement Class Members remedying issues. Whether or not they have Ordinary Out-of-Pocket Losses, Class members may also submit a claim for up to four (4) hours of time spent remedying issues related to the Cybersecurity Event at \$20 per hour by providing an attestation and a brief description of (1) the actions taken on or after November 2, 2022 in response to the Cybersecurity Event; and (2) the time associated with each such responsive action. No document need be submitted in connection with claims for Ordinary Attested Time.

2.2 Additional Compensation for Extraordinary Expenses. In addition to pursuing compensation for Ordinary Expenses of no more than \$500.00 per individual, Settlement Class Members may supplement their Settlement Claim by submitting a timely and valid Claim Form also

seeking, per individual, up to \$5,000.00 in (i) Extraordinary Out-of-Pocket Losses and/or (ii) Extraordinary Attested Time.

2.2.1 “Extraordinary Out-of-Pocket Losses” are actual, documented, and unreimbursed costs or expenditures incurred by a Settlement Class Member that are “fairly traceable” (as defined below) to the Cybersecurity Event. Extraordinary Out-of-Pocket Losses may include, by way of example and without limitation, (i) the unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or (ii) other possible misuse of Settlement Class Member’s Personal Identifiable Information.

2.2.2 Class members who elect to submit a claim for reimbursement of Extraordinary Out-of-Pocket Losses must provide to the Settlement Administrator the information required to evaluate the claim, including: (1) the Class member’s name and current address; (2) documentation supporting their claim; and (3) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone. Documentation supporting Extraordinary Out-of-Pocket Losses can include receipts or other documentation not “self-prepared” by the Class member that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation.

2.2.3 Extraordinary Out-of-Pocket Losses must be deemed “fairly traceable” to the Cybersecurity Event by the Claims Administrator. Claimed Extraordinary Out-of-Pocket Losses will be deemed “fairly traceable” if (1) the timing of the loss occurred on or after November 2, 2022; (2) the personal information used to commit identity theft or fraud consisted of the same personal information that the claimant provided to Defendants prior to the Cybersecurity Event at issue in this litigation; and (3) the claimant’s submitted documentation supports this conclusion.

2.2.4 In addition to Ordinary Attested Time—and regardless of whether they submit a claim for Extraordinary Out-of-Pocket Losses—Class members may also submit a claim for up to

8 hours of time spent addressing identity theft, fraud, or other misuse of their Personal Identifiable Information that is fairly traceable to the Cybersecurity Event at \$20 per hour for a maximum of \$160.00. To qualify, Class Members must submit an attestation and a brief description of (1) the actions taken in response to the Cybersecurity Event and (2) the time associated with each action (“Extraordinary Attested Time”).

2.2.5 Extraordinary Attested Time must be deemed “fairly traceable” to the Cybersecurity Event by the Claims Administrator. Claimed Extraordinary Attested Time will be deemed “fairly traceable” if (1) the timing of the loss occurred on or after November 2, 2022; and (2) the personal information used to commit identity theft or fraud consisted of the same personal information that the claimant provided to Defendants prior to the Cybersecurity Event at issue in this litigation; and (3) the claimant’s submitted attestation and description support this conclusion.

2.3 Aggregate Cap for Out-of-Pocket Losses and Attested Time. Defendants will pay, or cause to be paid, an aggregate cap of \$200,000.00 for: (1) reimbursement for Ordinary Out-of-Pocket Losses and Attested Time; (2) reimbursement for Extraordinary Out-of-Pocket Losses and Attested Time; and (3) costs of identity protection and credit monitoring services. If the aggregate claims exceed \$200,000.00, the amount of each claim will be reduced *pro rata* so that the aggregate amount paid for out-of-pocket losses does not exceed \$200,000.00. Additionally, Settlement Class Members seeking reimbursement under ¶¶ 2.1 and/or 2.2 must complete and submit a written Claim Form to the Claims Administrator, postmarked on or before the 90th day after the deadline for the completion of Notice to Settlement Class Members as set forth in ¶ 3.2 (the “Claims Deadline”). The Notice to the class will specify this deadline and other relevant dates described herein.

2.4 The Claim Form.

2.4.1 The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct to the best of his or her knowledge and belief and is being made under penalty of perjury. Notarization shall not be required. The Settlement Class

Member must reasonably attest that the out-of-pocket expenses and charges claimed were both actually incurred and plausibly arose from the Cybersecurity Event. Failure to provide supporting attestation and documentation as requested on the Claim Form shall result in denial of a claim. Disputes as to claims submitted under this paragraph are to be resolved pursuant to the provisions stated in ¶ 2.7.

2.4.2 Claimants seeking reimbursement under ¶¶ 2.1 and/or 2.2 must complete and submit the appropriate section of the Claim Form to the Claims Administrator, together with proof of such losses. Claimants must provide the Claims Administrator with sufficient information to evaluate the claim, including (1) the Settlement Class Member's name and current address; (2) documentation supporting their claim; and (3) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone. Documentation supporting out-of-pocket losses can include receipts or other documentation not "self-prepared" by the Settlement Class Member that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation.

2.4.3 Nothing in this Settlement Agreement shall be construed to provide for a double payment for the same loss or injury that was reimbursed or compensated by any other source.

2.4.4 To be valid, (i) claims must be completed and submitted to the Claims Administrator on or before the Claims Deadline; and (ii) be deemed by the Settlement Administrator as "Facially Valid" as that term is defined in ¶ 2.7.1.

2.4.5 No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement.

2.5 Credit Monitoring Services. 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. Credit Monitoring Services are available to all Class members regardless of whether they submit a claim for Ordinary or Extraordinary Out-of-Pocket Losses and Attested Time under the settlement.

2.6 Business Practice Commitments. Defendants will specify data security measures implemented to address the Cybersecurity Event and agree to maintain them for 3 years and, if not among the measures already implemented, add measures to purge or encrypt Social Security Numbers (“SSNs”) for patients who haven’t obtained services from Defendants for 5 years or more (“Business Practice Commitments”). Actual costs for the implementation and maintenance of Business Practice Commitments will be paid by Defendants separate and apart from the Aggregate Cap in Paragraph 2.3. Prior to executing a settlement agreement, Defendants will provide Plaintiffs a good faith estimate of the cost of implementing and maintaining the Business Practice Commitments during the 3-year period, which will be used in calculating the overall value of the settlement.

2.7 Dispute Resolution for Claims.

2.7.1 The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the claimant’s class membership and the expenses described in ¶¶ 2.1 and 2.2; and (3) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed losses as a result of the Cybersecurity Event (collectively, “Facially Valid”). The Claims Administrator may, at any time, request from the claimant, in writing, additional information (“Claim Supplementation”) as the Claims Administrator may reasonably require in order to evaluate the claim, e.g., documentation requested on the Claim Form, information regarding the claimed losses, available insurance and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof.

2.7.2 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is Facially Valid, the Claims Administrator shall request additional information (“Claim Supplementation”) and give the claimant thirty (30) days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with compliance during the 30-day period, the claimant may request and, for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the 30-day deadline in which to comply; however, in no event shall the deadline be extended to later than six-months from the Effective Date. If the defect is not cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

2.7.3 Following receipt of additional information requested as Claim Supplementation, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is Facially Valid, then the claim shall be paid. If the claim is not Facially Valid because the claimant has not provided all information needed to complete the Claim Form and evaluate the claim, then the Claims Administrator may reject the claim without any further action.

2.7.4 Settlement Class Members shall have thirty (30) days from receipt of the offer to accept or reject any offer of partial payment received from the Claims Administrator. If a Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a final determination.

2.8 Settlement Expenses. All costs for notice to the Settlement Class as required under ¶¶ 3.1 and 3.2, Costs of Claims Administration under ¶¶ 8.1, 8.2, and 8.3, and the costs of Dispute

Resolution described in ¶ 2.7 incurred by the Claims Administrator (the “Settlement Expenses”), shall be paid by Defendants separate and apart from the Aggregate Cap in Paragraph 2.3 of this Settlement Agreement.

2.9 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person’s or Settling Party’s position on the issue of class certification or any other issue. The Settling Parties’ agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

2.10 Confidentiality of Information Submitted by Settlement Class Members. Information submitted by Settlement Class Members pursuant to this Settlement Agreement shall be deemed confidential and protected as such by Defendants and the Claims Administrator.

3. Order of Preliminary Approval and Publishing of Notice of Fairness Hearing

3.1. **Preliminary Approval.** As soon as practicable after the execution of the Settlement Agreement, Proposed Class Counsel and Defense Counsel shall jointly submit this Settlement Agreement to the Court and file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only pursuant to ¶ 2.9;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) the scheduling of a Final Fairness Hearing and briefing schedule for Motion For Final Hearing and Application for Class Representative Service Award and Attorneys’ Fees and Costs;

- d) appointment of Proposed Class Counsel as Class Counsel;
- e) appointment of Representative Plaintiffs as Class Representatives;
- f) approval of a customary form of short notice to be mailed (and, where possible, emailed) to Settlement Class Members in a form substantially similar to the one attached hereto as **Exhibit B** and a customary long form notice ("Long-Form Notice") in a form substantially similar to the one attached hereto as **Exhibit C** which together shall include a fair summary of the parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing;
- g) appointment of a Claims Administrator, or such other provider of claims administrative service, as may be jointly agreed to by the Settling Parties; and
- h) approval of a claim form substantially similar to that attached hereto as **Exhibit A**.

The Notice and Claim Form shall be reviewed by the Claims Administrator and may be revised as agreed upon by the Settling Parties prior to such submission to the Court for approval.

3.2 **Notice Program.** Separate and apart from the Aggregate Cap in Paragraph 2.3 of this Settlement Agreement, Defendants shall pay for all of the costs associated with the Claims Administrator, and for providing Notice to the Settlement Class in accordance with the Preliminary Approval Order, as well as the costs of such notice. Within thirty (30) days of an order directing class notice, Defendants will (i) provide to the Claims Administrator a class list that includes Settlement Class Members' full names, last known addresses, email addresses, if known, and last known phone numbers, where known and/or as reflected in Defendants' records and (ii) pay to the Claims Administrator the funds necessary to pay for the emailing or printing costs and costs of mailing. Notice shall be provided to class members in accordance with the Notice Plan set forth in the Motion for Preliminary Approval. The Notice Plan shall be subject to approval by the Court as meeting constitutional due process requirements. The Claims Administrator shall establish a dedicated settlement website and shall maintain and update the website throughout the Claims Period, with the Notice and Claim Form approved by the Court, as well as this Settlement

Agreement. A toll-free help line staffed with an interactive voice response system shall be made available to address Settlement Class Members' inquiries. The Claims Administrator also will provide copies of the forms of the Notice and Claim Form approved by the Court, as well as this Settlement Agreement, upon request. Prior to the Final Fairness Hearing, Proposed Class Counsel and/or Defense Counsel shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of Notice. The Notice and Claim Form approved by the Court may be adjusted by the Claims Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with such approval. The Notice Program shall commence within thirty (30) days after entry of the Preliminary Approval Order and shall be completed within sixty (60) days after entry of the Preliminary Approval Order.

3.2.1 On or before the Class Notice Date, the Claims Administrator shall mail the Short Form Notice via United States Postal Services ("USPS") first class mail to the most current mailing address Defendants can ascertain from their records with reasonable effort, substantially in the form of **Exhibit B** hereto, to all Settlement Class Members for whom such mailing address is available. For Settlement Class Members for whom a such mailing address is not available, the Claims Administrator shall email a copy of the Short Form Notice to the most current email address Defendants can ascertain from their records with reasonable effort, if available.. For any Short Form Notices that are returned undeliverable, the Claims Administrator shall use reasonable efforts to identify updated mailing addresses or email addresses and resend the Short Form Notice to the extent updated addresses are identified. The Claims Administrator need make only one attempt to resend any Short Form Notices that are returned as undeliverable.

3.3 Proposed Class Counsel and Defense Counsel shall request that after notice is completed, the Court hold a hearing (the "Final Fairness Hearing") and grant final approval of the settlement set forth herein.

4. Opt-Out Procedures

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. Persons wishing to opt-out of the Settlement Class will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than sixty (60) days after the date on which the Notice Program is completed pursuant to ¶ 3.2.

4.2 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in ¶ 4.1 above, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Proposed Class Counsel and Defense Counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

4.4 In the event that within ten (10) days after the Opt-Out Date as approved by the court, there have been 100 or more Opt-Outs (persons who wish to be excluded), Defendants may, by notifying Proposed Class Counsel in writing, void this Settlement Agreement. If Defendants void this Settlement Agreement pursuant to this paragraph, Defendants shall be obligated to pay all Settlement Expenses already incurred, excluding any attorneys' fees, costs, and expenses of Proposed Class Counsel and any service award.

5. Objection Procedures

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (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). To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court for the Fourth Judicial Circuit in and for Duval County, Florida no later than sixty (60) days from the date on which the Notice Program is completed pursuant to ¶ 3.2, and served concurrently therewith upon Proposed Class Counsel and Defense Counsel via the Court's electronic filing system.

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Florida Rules of Appellate Procedure and not through a collateral attack. Such prohibited collateral attacks shall include claims that a Settlement Class Member's Settlement Award was improperly calculated or adjusted or that a Settlement Class Member failed to receive timely notice of the

procedure for disputing the calculation of the individual Settlement Award or failed to submit a timely dispute letter for any reason.

6. Releases

6.1 Upon the Effective Date, and in consideration of the Settlement relief and other consideration described herein, each Settlement Class Member, including Representative Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Representative Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any Released Claim or Unknown Claim is asserted.

6.2 Upon the Effective Date, Defendants shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Representative Plaintiffs, each and all of the Settlement Class Members, Proposed Class Counsel and Plaintiff's Counsel of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Any other claims or defenses Defendants may have against such Persons including, without limitation, any claims based upon or arising out of any debtor-creditor, contractual, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

6.3 Notwithstanding any term herein, neither Defendants nor the Related Parties shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Representative Plaintiffs, each and all of the Settlement Class Members, Proposed Class Counsel and Plaintiff's Counsel.

7. Proposed Class Counsel's Attorneys' Fees, Costs, and Expenses; Service Awards to Representative Plaintiffs

7.1 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 other than what was requested, the remaining provisions of the Agreement shall remain in force. The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to Representative Plaintiffs, as provided for in ¶¶ 7.2 and 7.3, until after the substantive terms of the settlement had been agreed upon, other than that Defendants would pay reasonable attorneys' fees, costs, expenses, and service award to Representative Plaintiffs as may be agreed to by Defendants and Proposed Class Counsel and/or as ordered by the Court, or in the event of no agreement, then as ordered by the Court. Defendants and Proposed Class Counsel have agreed to the following:

7.2 Plaintiffs will move the Court for an order awarding attorneys' fees, costs, and expenses. Defendants agree not to oppose Representative Plaintiffs' motion for attorneys' fees and expenses to the extent they do not exceed \$188,000. Defendants reserve the right to oppose any motion for attorneys' fees, costs, and expenses that exceeds \$188,000. Any award as determined by the Court—which may include consideration of fees incurred in litigating the amount of attorneys' fees, costs, and expenses—will be paid by Defendants separate and apart from the amounts subject to the Aggregate Cap in ¶ 2.3.

7.3 Representative Plaintiffs will move the Court for service award payments of up to \$2,000 for each of the six (6) Representative Plaintiffs. Defendants agree not to oppose Representative Plaintiffs' request for a service award payment to the extent it does not exceed this amount. Any

award will be paid by Defendants separate and apart from the amounts subject to the Aggregate Cap in Paragraph 2.3.

7.4 Defendants shall pay the Court-approved amount of attorneys' fees, costs, expenses, and service award to Proposed Class Counsel and to Representative Plaintiffs within fourteen (14) days of the Effective Date.

7.5 Proposed Class Counsel shall thereafter distribute the award of attorneys' fees, costs, and expenses to themselves, and the service award to Representative Plaintiffs consistent with ¶¶ 7.2 and 7.3. If this Settlement Agreement is terminated or otherwise does not become Final (e.g., disapproval by the Court or any appellate court), Defendants shall have no obligation to pay attorneys' fees, costs, expenses, or service award and shall only be required to pay costs and expenses related to notice and administration that were already incurred. Under no circumstances will Proposed Class Counsel or any Settlement Class Member be liable for any costs or expenses related to notice or administration.

7.6 The amount(s) of any award of attorneys' fees, costs, and expenses, and the service award are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service award ordered by the Court to Proposed Class Counsel or Representative Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

8. Administration of Claims

8.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members in accordance with ¶ 2. Proposed Class Counsel and Defense Counsel shall be given reports as to both claims and distribution and have the right to review and obtain supporting documentation and challenge any such claim if they believe it to be inaccurate or

inadequate. If the Claims Administrator is unable to make a determination regarding a particular claim, any claims agreed to be paid in full by Defendants shall be deemed valid. The Claims Administrator's final determination of the validity or invalidity of any claims shall be binding, subject to the dispute resolution process set forth in ¶ 2.7.

8.2 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. No approved claims shall be paid until after the Effective Date. If this Settlement Agreement is terminated or otherwise does not become Final (e.g., disapproval by the Court or any appellate court) prior to the payment of approved claims, Defendants shall have no obligation to pay such claims and shall only be required to pay costs and expenses related to notice and administration that were already incurred.

8.3 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

8.4 No Person shall have any claim against the Claims Administrator, Defendants, Proposed Class Counsel, Plaintiffs, and/or Defense Counsel based on distributions of benefits to Settlement Class Members.

9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

9.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) the Court has entered the Order of Preliminary Approval and Publishing of Notice of a Final Fairness Hearing, as required by ¶ 3.1;
- b) Defendants have not exercised their option to terminate the Settlement Agreement pursuant to ¶ 4.4;

- c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- d) the Judgment has become Final, as defined in ¶ 1.17.

9.2 If all of the conditions specified in ¶ 9.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 9.3 unless Proposed Class Counsel and Defense Counsel mutually agree in writing to proceed with the Settlement Agreement.

9.3 In the event that the Settlement Agreement is not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service award shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Defendants shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, Claims Administration, and Dispute Resolution above and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

10. Miscellaneous Provisions

10.1 The Settling Parties (i) acknowledge that it is their intent to consummate this agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement

all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

10.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties, and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that neither Party shall have any liability to one another as it relates to the Litigation, except as set forth herein.

10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) 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 Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim 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 or counterclaim.

10.4 The Settlement Agreement may be amended or modified only by a written instrument that is both (1) signed by or on behalf of all Settling Parties or their respective

successors-in-interest and, if the Settlement has been approved preliminary, (2) approved by the Court

10.5 The Settlement Agreement, together with the Exhibits attached hereto, constitutes the entire agreement among the parties hereto, and no representations, warranties or inducements have been made to any party concerning the Settlement Agreement other than the representations, warranties and covenants contained and memorialized in such document. Except as otherwise provided herein, each party shall bear its own costs. This agreement supersedes all previous agreements made between Representative Plaintiffs and Defendants.

10.6 Proposed Class Counsel, on behalf of the Settlement Class, is expressly authorized by Representative Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

10.7 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

10.8 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court.

10.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

10.10 The Court shall retain jurisdiction with respect to implementation, enforcement, and performance of the terms of the Settlement Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement. In the interest of clarity, 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 .

10.11 The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the state of Florida, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the state of Florida.

10.12 As used herein, "he" means "he, she, or it;" "his" means "his, hers, or its," and "him" means "him, her, or it."

10.13 Any inconsistency between the headings used in this agreement and the text of this Agreement shall be resolved in favor of the text.

10.14 No Settling Party 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.

10.15 All dollar amounts are in United States dollars (USD).

10.16 Cashing a settlement check is a condition precedent to any Settlement Class Member's right to receive settlement benefits. All settlement checks shall be void sixty (60) days after issuance and shall bear the language: "This check must be cashed within 60 days, after which time it is void." If a check becomes void, the Settlement Class Member shall have until three months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and

Defendants shall have no obligation to make payments to the Settlement Class Member for reimbursement under ¶ 2.1 or ¶ 2.2 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

10.17 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

10.18. No opinion concerning the tax consequences of this Settlement to any Settlement Class Member is given or will be given by Defendants, Defense Counsel, or Proposed Class Counsel, nor is any Party or his/her/its counsel providing any representation or guarantee respecting the tax consequences of the Settlement as to any Settlement Class Member. The Class Notice will direct Settlement Class Members to consult their own tax advisors regarding the tax consequences of the Settlement and any tax reporting obligations with respect thereto. Each Settlement Class Member is responsible for his/her taxes or tax reporting and other obligations respecting the Settlement, if any.

10.19. This Agreement shall be governed by, construed, and interpreted and the rights of the Parties determined in accordance with the laws of the State of Florida, irrespective of the State of Florida's choice of law principles.

For the Court's and the Parties' convenience, the pertinent deadlines contained in this Settlement Agreement are listed below.

Item	Deadline
Filing of Motion for Preliminary Approval	July 15, 2025
Notice Program Commencement	30 days following entry of an Order Granting Motion for Preliminary Approval
Completion of Notice Program (Notice Deadline)	60 days following entry of an Order Granting Motion for Preliminary Approval
Plaintiffs' Motion for Attorneys' Fees and Incentive Awards	30 days after Notice Deadline
Objection/Opt-Out Deadline	60 days after Notice Deadline
Motion for Final Approval	75 days after Notice Deadline

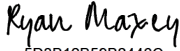
Claims Deadline	90 days after Notice Deadline
Final Tally	7 days after Claims Deadline
Plaintiffs' and Defendants' Responses to Objections (if any)	14 days prior to the Fairness Hearing
Fairness Hearing	To be scheduled upon filing of the Motion for Preliminary Approval to occur no earlier than one hundred fifty (150) days from the entry of an Order Granting Motion for Preliminary Approval
Effective Date	30 days after Date of Final Approval (assuming no timely appeals or objections)
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

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

[Signatures on the Following Page]

AGREED TO BY:

DocuSigned by:



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Attorney for Plaintiff Philipp Groebe

EXHIBIT A

PRECISION IMAGING CENTERS SETTLEMENT CLAIM FORM

This Claim Form should be filled out online or submitted by mail if you received a Notice of Cybersecurity Event regarding the Cybersecurity Event from Precision Imaging Centers (“Precision”) on or around June 22, 2023, and you would like one or more of the following:

- (i) free identity protection and credit monitoring services,
- (ii) up to \$500 in reimbursement for unreimbursed costs and expenditures incurred in responding to notice of the Cybersecurity Event, including up to \$80 in compensation for time spent responding to notice of the Cybersecurity Event,
- (iii) up to \$5,000 in reimbursement of any other unreimbursed costs or expenditures that are fairly traceable to the Cybersecurity Event, including up to \$160 in compensation for time spent remedying issues related to the Cybersecurity Event.

If the Settlement is approved and you are found eligible for a payment, you may receive a check or electronic payment.

The Settlement Notice describes your legal rights and options. To obtain the Settlement Notice and find more information regarding your legal rights and options, please visit the official Settlement Website, [INSERT WEBSITE], or call toll-free [INSERT PHONE #].

If you wish to submit a claim for a settlement payment electronically, you may go online to the Settlement Website, [INSERT], and follow the instructions on the “Submit a Claim” page.

If you wish to submit a claim for a settlement payment via standard mail, you need to provide the information requested below and mail this Claim Form to [INSERT], postmarked by [INSERT MONTH AND DAY], 2025. Please print clearly in blue or black ink.

1. CLASS MEMBER INFORMATION

Required Information:

First: _____ M: _____ Last: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ ZIP: _____

Country: _____

Phone: _____

E-mail: _____

2. PAYMENT ELIGIBILITY INFORMATION

To prepare for this section of the Claim Form, please review the Settlement Notice and the Settlement Agreement (available for download at [INSERT WEBSITE]) for more information on who is eligible for a payment and the nature of the expenses or losses that can be claimed.

To help us determine if you are entitled to a settlement payment, please provide as much information as possible.

A. Verification of Class Membership

You are only eligible to file a claim if you are a person to whom Defendants sent notification, whether by direct written notice or substitute notice, that personal information may have been or was exposed to unauthorized third parties as a result of the Cybersecurity Event occurring on or around November 2, 2022.

By submitting a claim and signing the certification below, you are verifying that you were notified by mail or via substitute notice of the Cybersecurity Event announced by Defendants on or around June 22, 2023.

In addition, to allow the Claims Administrator to confirm your membership in the Class, you must provide either:

(1) The unique identifier provided in the Notice you received by postcard or e-mail;

or

(2) name and physical address you provided to Precision for patient related purposes.

Thus, please **EITHER**:

(1) Provide the unique identifier provided in the Notice you received:
_____.

OR

(2) Provide your name _____ and physical address you
provided to Precision for patient related purposes:
_____.

UPLOAD DOCUMENT [SETTLEMENT ADMINISTRATOR TO ADD]

B. Identity protection and credit monitoring services.

Defendant will provide identity protection and credit monitoring services ("Credit Monitoring Services") for 2 years for class members who elect to enroll.

Do you wish to obtain Credit Monitoring Services?

☐ **Yes, I want to sign up to receive Credit Monitoring Services.**

Email Address: _____

If you select “yes” for this option, you will need to follow instructions and use an activation code that you receive after the Settlement is final. Credit monitoring services will not begin until you use your activation code to enroll. Activation instructions will be provided to your email address or, if you do not have an email address, to your home address.

C. **Reimbursement of Out-Of-Pocket Expenses and Lost Time**

Check the box for each category of unreimbursed costs or expenditures or lost time that you incurred as a result of the Cybersecurity Event. Please be sure to fill in the total amount you are claiming for each category and attach the required documentation as described in **bold type** (if you are asked to provide account statements as part of required proof for any part of your claim, you may redact unrelated transactions and all but the first four and last four digits of any account number). Please round total amounts down or up to the nearest dollar.

I. **Ordinary Expenses Fairly Traceable to Receiving Notice of the Cybersecurity Event**

☐ I incurred unreimbursed costs or expenditures in responding to notice of the Cybersecurity Event since November 2, 2022, including, without limitation, the following: (1) costs incurred on or after November 2, 2022 associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (2) other miscellaneous expenses incurred related to any Ordinary Out-of- Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (3) credit monitoring or other mitigative costs that were incurred on or after November 2, 2022 through the date of this claim submission.

DATE	DESCRIPTION	AMOUNT

[UPLOAD DOCUMENTS] Required: A copy of a bank of credit card statement or other proof of claimed fees or charges (you may redact unrelated transactions and all but the first four and last four digits of any account number)

☐ I incurred other unreimbursed incidental telephone, internet, mileage or postage expenses occurred in responding to notice of the Cybersecurity Event from November 2, 2022, to the Claims Deadline.

DATE	DESCRIPTION	AMOUNT

Examples: Unreimbursed long distance phone charges, cell phone charges (only if charged by the minute), or data charges (only if charged based on the amount of data used).

[UPLOAD DOCUMENTS] Required: Attach a copy of the bill from your telephone company, mobile phone company, or internet service provider that shows the charges (you may redact unrelated transactions and all but the first four and last four digits of any account number.

☐ I incurred costs or expenditures for Credit Reports or credit monitoring charges from November 2, 2022, to the Claims Deadline in responding to notice of the Cybersecurity Event.

DATE	Description	COST

Examples: The cost of a credit report(s) or credit monitoring services that you purchased after learning about the Cybersecurity Event.

[UPLOAD DOCUMENT] Required: Attach a copy of a receipt or other proof of purchase for each product or service purchased (you may redact unrelated transactions).

☐ I spent between one (1) and four (4) hours of time responding to notice of the Cybersecurity Event from November 2, 2022, to the Claims Deadline (round down to the nearest hour and check only one box).

- ☐ 1 Hour
- ☐ 2 Hours
- ☐ 3 Hours
- ☐ 4 Hours

Examples: You spent at least one (1) full hour calling customer service lines, writing letters or e-mails, or on the internet researching the Cybersecurity Event and/or how to respond to it. Please note that the time that it takes to fill out this Claim Form is not reimbursable and should not be included in the total number of hours claimed.

Check all activities, below, which apply.

- ☐ Time spent obtaining credit reports.
- ☐ Time spent dealing with a credit freeze.
- ☐ Time spent dealing with bank or credit card fee issues.
- ☐ Time spent monitoring accounts.
- ☐ Other.

If you choose any of the options above, please provide a brief description of (1) the actions taken in response to notice of the Cybersecurity Event; and (2) the time associated with each action.

To recover for lost time under this section, you must select one of the boxes above and provide a narrative description of the activities performed during the time claimed, and you must have at least one hour of lost time in order to claim this benefit.

II. Extraordinary Expenses Fairly Traceable to the Cybersecurity Event

☐ I incurred unreimbursed costs or expenditures that are fairly traceable to the Cybersecurity Event, which may include, without limitation, the unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of my personal information.

DATE	DESCRIPTION	AMOUNT

[UPLOAD DOCUMENTS] Required: A copy of a bank of credit card statement or other proof of claimed fees or charges (you may redact unrelated transactions and all but the first four and last four digits of any account number)

☐ I spent between one (1) and eight (8) hours of time responding to identity theft or identity fraud, falsified tax returns, or other possible misuse of my personal information traceable to the Cybersecurity Event from November 2, 2022, to the Claims Deadline (round down to the nearest hour and check only one box).

- ☐ 1 Hour☐ 2 Hours☐ 3 Hours☐ 4 Hours
- ☐ 5 Hours☐ 6 Hours☐ 7 Hours☐ 8 Hours

Examples: You spent at least one (1) full hour reporting and/or mitigating identity theft or identity fraud, falsified tax returns, or other possible misuse of your personal information. Please note that the time that it takes to fill out this Claim Form is not reimbursable and should not be included in the total number of hours claimed.

Check all activities, below, which apply.

- ☐ Time spent responding to identify theft or fraud.
- ☐ Time spent responding to falsified tax returns.
- ☐ Time spent responding to other misuse of my personal information.

- ☐ Other.

If you choose any of the options above, please provide a brief description of (1) the actions taken in response to notice of the Cybersecurity Event; and (2) the time associated with each action.

To recover for lost time under this section, you must select one of the boxes above and provide a narrative description of the activities performed during the time claimed, and you must have at least one hour of lost time in order to claim this benefit.

D. Certification

I declare under penalty of perjury under the laws of the United States that the information supplied in this Claim Form by the undersigned is true and correct to the best of my recollection, and that this form was executed at _____ [City], _____ [State] on the date set forth below

I understand that I may be asked to provide supplemental information by the Claims Administrator before my claim will be considered complete and valid.

Print Name: _____

Signature: _____

Date: _____

D. Submission Instruction

Once you've completed all applicable sections, please mail this Claim Form and all required supporting documentation to the address provided below, postmarked by _____, 2025.

[INSERT CLAIMS ADMINISTRATOR
MAILING INFORMATION]

EXHIBIT B

Notice of Pendency and Proposed Settlement of Class Action

If you received a Notice of Cybersecurity Event regarding the Cybersecurity Event from Precision Imaging Centers (“Precision”) on or around June 22, 2023, you may be eligible for a class action settlement payment.

A Settlement has been reached in a class action lawsuit about a data security incident that occurred on or around November 2, 2022, during which an unauthorized actor acquired the personally identifiable information (“PII”) of Precision’s current and former patients and other individuals (the “Cybersecurity Event”). The Lawsuit alleges that Precision was responsible for the Cybersecurity Event because it did not take appropriate care to protect PII from unauthorized disclosure. Precision denies the claims and denies any wrongdoing.

Precision records show you are a likely member of the Settlement Class. The Settlement will provide (i) free identity protection and credit monitoring services, (ii) up to \$500 in reimbursement of unreimbursed costs and expenditures incurred in responding to notice of the Cybersecurity Event, including up to \$80 for lost time incurred in responding to notice of the Cybersecurity Event, and (iii) up to \$5,000 in reimbursement of other unreimbursed costs and expenditures that are fairly traceable to the Cybersecurity Event, including up to \$160 for lost time incurred in remediating issues related to the Cybersecurity Event. Claims will be subject to an aggregate cap of \$200,000.00 and will be reduced *pro rata* if they exceed this cap.

If you are a Settlement Class Member and you want to receive any benefits from the Settlement, you must complete and submit a Claim Form along with any required supporting information. Claim Forms can be found and completed on this website: www.SettlementURL.com. The deadline to submit a Claim Form is **Month 00, 2025.**

Settlement Class Members may also request exclusion from the Settlement or object to it. Requests for exclusion are due by **Month 00, 2025**. Settlement Class Members who do not request exclusion can object to the Settlement. Objections are due by **Month 00, 2025**. The Court will hold a Final Settlement Approval Hearing on **Month 00, 2025 at 00:00 a.m.** at the Circuit Court for the Fourth Judicial Circuit in and for Duval County, Florida, **TBD**, Courtroom **[TBD]** (or by Zoom if the Court so orders), to consider whether to approve the settlement. The Court will hear objections, determine if the Settlement is fair, and consider Class Counsel’s request for attorneys’ fees, costs, and expenses of \$188,000 and service award of up to \$2,000 for each of the six (6) Representative Plaintiffs. You or your own lawyer may ask to appear at the hearing to be heard by the Court, but you do not have to. The motion for attorneys’ fees and costs and service award for the Representative Plaintiffs will be posted on the website after it is filed with the Court.

No opinion concerning the tax consequences of this Settlement to any Settlement Class Member is given or will be given by Defendants, Defense Counsel or Proposed Class Counsel, nor is any Party or his/her/its counsel providing any representation or guarantee respecting the tax consequences of the Settlement as to any Settlement Class Member. Settlement Class Members should consult their own tax advisors regarding the tax consequences of the Settlement and any tax reporting obligations with respect thereto. Each Settlement Class Member is responsible for his/her taxes or tax reporting and other obligations respecting the Settlement, if any.

The Court has appointed the following Class Counsel to represent the Settlement Class in this Lawsuit: Ryan D. Maxey of Maxey Law Firm, P.A., 107 N. 11th St. #402, Tampa, Florida 33602; A. Brooke Murphy of Murphy Law Firm, 4116 Will Rogers Pkwy, Suite 700, Oklahoma City, Oklahoma 73108; and Philip J. Krzeski of Chestnut Cambronne PA, 100 Washington Avenue South, Suite 1700, Minneapolis, MN 55401.

This is only a summary. For detailed information visit www.SettlementURL.com or call **1-000-000-0000**. You may contact the Settlement Administrator at Precision Imaging Centers Settlement, c/o Settlement Administrator, **PO Box 0000, City, State, Zip**.

EXHIBIT C

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

If you received a Notice of Cybersecurity Event regarding the Cybersecurity Event from Precision Imaging Centers (“Precision”) on or around June 22, 2023, you may be eligible for free identity protection and credit monitoring services and/or reimbursement for unreimbursed costs or expenditures and/or lost time.

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

- A Settlement has been reached in a class action lawsuit about a cybersecurity event that occurred on or around November 2, 2022, during which an unauthorized actor acquired personally identifiable information (“PII”) of Precision’s current and former patients and other individuals (the “Cybersecurity Event”).
- Precision is a Jacksonville, Florida based healthcare provider with locations in and around Jacksonville and St. Augustine, Florida. The circumstances giving rise to this case occurred on or around November 2, 2022, when an unauthorized actor accessed Precision’s network and acquired information related to Precision’s current and former patients and other individuals, including first and last name; address; Social Security number; driver’s license or government-issued identification number; health insurance information, medical condition(s) and diagnoses, or other health- or medical-related information; and dates of birth (the “Cybersecurity Event”). Subsequently, lawsuits were filed against Precision, alleging that it did not take appropriate care to protect the current and former patients and other individuals from the Cybersecurity Event.
- Precision denies all of the Plaintiffs’ claims in the lawsuit and maintains it did not do anything wrong but has agreed to settle the case to avoid the expense and burdens of litigation.
- The Settlement includes all individuals to whom Precision sent notification, whether by direct written notice or substitute notice, that their personal information may have been or was exposed to unauthorized third parties as a result of the Cybersecurity Event.
- The Settlement provides free identity protection and credit monitoring services. You must submit a claim to receive this benefit.
- The Settlement also provides (i) up to \$500 in reimbursement of unreimbursed costs and expenditures incurred in responding to notice of the Cybersecurity Event, including up to \$80 for lost time incurred in responding to notice of the Cybersecurity Event, and (ii) up to \$5,000 in reimbursement of other unreimbursed costs and expenditures that are fairly traceable to the Cybersecurity Event, including up to \$160 for lost time incurred in remedying issues related to the Cybersecurity Event. You must submit a claim to receive these benefits.
- Claims will be subject to an aggregate cap of \$200,000.00 and will be reduced *pro rata* if they exceed this cap.

Your legal rights are affected even if you do nothing. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Submit a Claim	The only way to get free identity protection and credit monitoring services and/or reimbursement for unreimbursed costs or expenditures and/or lost time. You must submit a claim by Month Day, 2025 .
Ask to be Excluded	Get no payment. The only option that allows you to sue Precision over the claims resolved by this Settlement. You must exclude yourself by Month Day, 2025 .

Object	Write to the Court about why you do not like the Settlement. You must object by Month Day, 2025 .
Do Nothing	Get no payment. Give up rights.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments will only be made after the Court grants final approval of the Settlement and after any appeals are resolved.
- No opinion concerning the tax consequences of this Settlement to any Settlement Class Member is given or will be given by Defendants, Defense Counsel, or Proposed Class Counsel, nor is any Party or his/her/its counsel providing any representation or guarantee respecting the tax consequences of the Settlement as to any Settlement Class Member. Settlement Class Members should consult their own tax advisors regarding the tax consequences of the Settlement and any tax reporting obligations with respect thereto. Each Settlement Class Member is responsible for his/her taxes or tax reporting and other obligations respecting the Settlement, if any.

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BASIC INFORMATION

1. Why was this Notice issued?

The Court authorized this notice because you have a right to know about the proposed Settlement in this class action lawsuit and about all of your options before the Court decides whether to give “final approval” to the Settlement. This notice explains the legal rights and options that you may exercise before the Court decides whether to approve the Settlement.

This matter involves a lawsuit styled *In re Precision Imaging Centers Data Breach Litigation* in the Circuit Court for the Fourth Judicial Circuit in and for Duval County, Florida, Case No. 2023-ca-009321. The persons who sued are called the Plaintiffs. Precision is called the Defendant.

2. What is this lawsuit about?

The lawsuit claims that Precision (“Defendant”) was responsible for the Cybersecurity Event and asserted claims for negligence, breach of implied contract, and breach of fiduciary duty. The lawsuit seeks (i) free credit monitoring services, (ii) reimbursement of unreimbursed costs and expenditures incurred in responding to notice of the Cybersecurity Event, (iii) compensation for lost time incurred in responding to notice of the Cybersecurity Event, (iv) reimbursement of other extraordinary unreimbursed costs and expenditures that are fairly traceable to the Cybersecurity Event, and (v) compensation for lost time incurred in remediating issues related to the Cybersecurity Event.

Precision denies all of the Plaintiffs’ claims and maintains it did not do anything wrong.

3. Why is this lawsuit a class action?

In a class action, one or more people called “Representative Plaintiff(s)” sue on behalf of all people who have similar claims. All of these people together are the “Class” or “Class Members.” In this case, the Representative Plaintiffs are Lauren Boyles, Philipp Groebe, Natalie Luttrell, Bijoy Shroff, Cheryl Wearing, and Paige Demaio. One Court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid timely claims will get compensation. The Representative Plaintiffs and their attorneys believe the Settlement is fair, reasonable, and adequate and, thus, best for the Class and its members. The Settlement does NOT mean that Precision did anything wrong.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am included in the Settlement?

You are included in the Settlement Class if you are a U.S. resident individual to whom written notification was provided by Precision on or around June 22, 2023, regarding the Cybersecurity Event.

Specifically excluded from the Settlement Class are: (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

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call 1-XXX-XXX-XXXX with questions or visit [WEBSITE]. You may also write with questions to Precision Imaging Centers Claims Administrator, PO Box XXXX, City, State zip code. Please do not contact the Court with questions.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

The Settlement will provide free identity protection and credit monitoring services and cash payments to people who submit valid claims.

The Settlement provides for two (2) types of reimbursements:

- (1) Ordinary Expense Reimbursement (Question 8) and
- (2) Extraordinary Expense Reimbursement (Question 9).

You may submit a claim for either or both types of payments. You must also provide proof of your class membership in the form of either (1) the unique identifier provided in the notice you received by postcard or e-mail; or (2) name and physical address you provided to Precision for patient purposes.

If you provide a bill or payment card statement as part of required proof for any part of your claim, you may redact unrelated transactions and all but the first four and last four digits of any account number. In order to claim each type of payment, you must provide related documentation with the Claim Form, and the expense for which you are submitting a claim form cannot have been reimbursed through any other source.

Finally, as part of the Settlement, Precision has agreed to specify data security measures implemented to address the Cybersecurity Event and agreed to maintain them for three (3) years

and, if not among the measures already implemented, add measures to purge or encrypt Social Security Numbers (“SSNs”) for patients who haven’t obtained services for five (5) years or more.

No opinion concerning the tax consequences of this Settlement to any Settlement Class Member is given or will be given by Defendants, Defense Counsel, or Proposed Class Counsel, nor is any Party or his/her/its counsel providing any representation or guarantee respecting the tax consequences of the Settlement as to any Settlement Class Member. Settlement Class Members should consult their own tax advisors regarding the tax consequences of the Settlement and any tax reporting obligations with respect thereto. Each Settlement Class Member is responsible for his/her taxes or tax reporting and other obligations respecting the Settlement, if any.

Claims will be subject to an aggregate cap of \$200,000.00 and will be reduced *pro rata* if they exceed this cap.

More details are provided in the Settlement Agreement, which is available at [\[WEBSITE\]](#).

8. What payments are available for Ordinary Expense Reimbursement?

All Class members may submit a claim for Ordinary Out-of-Pocket Losses and Attested Time up to \$500.00 per individual.

“Ordinary Out-of-Pocket Losses” are unreimbursed costs or expenditures incurred by a Class member in responding to notice of the Cybersecurity Event. Ordinary Out-of-Pocket Losses may include, without limitation, the following:

- (1) costs incurred on or after November 2, 2022, associated with accessing or freezing/unfreezing credit reports with any credit reporting agency;
- (2) other miscellaneous expenses incurred related to any Ordinary Out-of- Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and
- (3) credit monitoring or other mitigative costs that were incurred on or after November 2, 2022, through the date of the Class member’s claim submission.

Whether or not they have Ordinary Out-of-Pocket Losses, Class members may also submit a claim for up to 4 hours of time spent remediating issues related to receipt of notice of the Cybersecurity Event at \$20 per hour by providing an attestation and a brief description of (1) the actions taken in response to the notice of the Cybersecurity Event and (2) the time associated with each action.

Claims will be subject to an aggregate cap of \$200,000.00 and will be reduced *pro rata* if they exceed this cap.

More details are provided in the Settlement Agreement, which is available at [\[WEBSITE\]](#).

9. What payments are available for Extraordinary Expense Reimbursement?

In addition to submitting a claim for Ordinary Out-of-Pocket Losses, Class members may submit a claim for Extraordinary Out-of-Pocket Losses and Attested Time up to \$5,000 per individual.

“Extraordinary Out-of-Pocket Losses” are unreimbursed costs or expenditures incurred by a Class member that are fairly traceable to the Cybersecurity Event. Extraordinary Out-of-Pocket Losses may include, without limitation, the unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Class member’s personal information.

Extraordinary Out-of-Pocket Losses will be deemed “fairly traceable” if (1) the timing of the loss occurred on or after November 2, 2022; and (2) the personal information used to commit identity theft or fraud consisted of the same personal information that the claimant provided to Defendant prior to the Cybersecurity Event at issue in this litigation.

In addition to Ordinary Attested Time, and whether or not they have Extraordinary Out-of-Pocket Losses, Class members may also submit a claim for up to 8 hours of time spent remediating issues related to the Cybersecurity Event at \$20 per hour by providing an attestation and a brief description of (1) the actions taken in response to the Cybersecurity Event and (2) the time associated with each action.

Claims will be subject to an aggregate cap of \$200,000.00 and will be reduced *pro rata* if they exceed this cap.

More details are provided in the Settlement Agreement, which is available at [[WEBSITE](#)].

HOW TO GET BENEFITS

10. How do I get benefits?

To ask for a payment or to sign up for extend identity protection and credit monitoring services, you must complete and submit a Claim Form. Claim Forms are available at [[WEBSITE](#)], or you may request one by mail by calling [[PHONE #](#)]. Read the instructions carefully, fill out the Claim Form, and mail it postmarked no later than **Month Day, 2025** to:

Precision Imaging Centers Claims Administrator
PO Box [XXXXX](#)
[City, State zip code](#)

11. How will claims be decided?

The Claims Administrator will decide in its professional judgment whether the information provided on a Claim Form is complete, timely and valid. The Claims Administrator may require additional information from any claimant. If the required information is not provided timely, the claim will be considered invalid and will not be paid.

REMAINING IN THE SETTLEMENT

12. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement, but if you want a payment you must submit a Claim Form postmarked by **Month Day, 2025**.

13. What am I giving up as part of the Settlement?

If the Settlement becomes final, you will give up your right to sue for the claims being resolved by this Settlement. The specific claims you are giving up are described in Section 1.28 of the Settlement Agreement. You will be “releasing” Precision and all related people or entities as described in Sections 1.27 and 1.30 of the Settlement Agreement. The Settlement Agreement is available at [WEBSITE].

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the law firms listed in Question 17 for free or, you can, of course, talk to your own lawyer at your own expense if you have questions about what this means.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, but you want to keep the right to sue Precision about issues in this case, then you must take steps to get out of the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

14. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself, you will not be entitled to any benefits of the Settlement, but you will not be bound by any judgment in this case.

15. If I do not exclude myself, can I sue Precision for the same thing later?

No. Unless you exclude yourself, you give up any right to sue for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form to ask for a payment.

16. How do I exclude myself from the Settlement?

To exclude yourself, send a letter that says you want to be excluded from the Settlement in lawsuit styled *In re Precision Imaging Centers Data Breach Litigation*, in the Circuit Court for the Fourth Judicial Circuit in and for Duval County, Florida, Case No. 2023-ca-009321. Include your name, address, and signature. You must mail your Exclusion Request postmarked by **Month Day, 2025**, to:

Precision Imaging Centers Settlement Exclusions

PO Box XXXXX

City, State zip code

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court appointed the following lawyers as “Class Counsel”: Ryan D. Maxey of Maxey Law Firm, P.A., 107 N. 11th St. #402, Tampa, Florida 33602; A. Brooke Murphy of Murphy Law Firm, 4116 Will Rogers Pkwy, Suite 700, Oklahoma City, Oklahoma 73108; and Philip J. Krzeski of Chestnut Cambronne PA, 100 Washington Avenue South, Suite 1700, Minneapolis, MN 55401.

You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers be paid?

Class Counsel will request the Court’s approval of an award for attorneys’s fees and reasonable costs and expenses of up to \$188,000.00. Class Counsel will also request approval of a service award of \$2,000 for each of the six (6) Representative Plaintiffs. Any amount that the Court awards for attorneys’s fees, costs, expenses, and an incentive award will be paid separately per the terms of the Settlement Agreement and will not reduce the amount available to Settlement Class Members who submit valid claims.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

19. How do I tell the Court that I do not like the Settlement?

You can object to the Settlement if you do not like it or some part of it. The Court will consider your views. To do so, you must **file** a written objection in this case, *In re Precision Imaging Centers Data Breach Litigation*, in the Circuit Court for the Fourth Judicial Circuit in and for Duval County, Florida, Case No. 2023-ca-009321, with the Clerk of the Court at the address below.

Your objection must include all of the following:

- your full name, address, telephone number, and e-mail address (if any);
- information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class, which is described in response to Question 5;
- a written statement of all grounds for the objection, accompanied by any legal support for the objection that you believe is applicable;
- the identity of all counsel representing you, if any, in connection with your objection;
- a statement confirming whether you intend to personally appear and/or testify at the Final Fairness Hearing;
- your signature or the signature of your duly authorized attorney or other duly authorized representative;

To be timely, your objection must be **filed** with the Clerk of the Court for the Circuit Court for the Fourth Judicial Circuit in and for Duval County, Florida no later than **Month Day, 2025**.

In addition, you must **mail** a copy of your objection to both Class Counsel and Defense Counsel, postmarked no later than **Month Day, 2025**:

Court	Class Counsel	Precision's Counsel
Clerk of the Court Circuit Court for the Fourth Judicial Circuit in and for Duval County, Florida 501 W. Adams St. Jacksonville, FL 32202	Ryan D. Maxey Maxey Law Firm, P.A. 107 N. 11th St. #402 Tampa, Florida 33602 A. Brooke Murphy MURPHY LAW FIRM 4116 Will Rogers Pkwy, Suite 700 Oklahoma City, Oklahoma 73108 (405) 389-4989 abm@murphylegalfirm.com Philip J. Krzeski CHESTNUT CAMBRONNE PA 100 Washington Avenue South, Suite 1700 Minneapolis, MN 55401 Phone: (612) 339-7300 Fax: (612) 336-2940 pkrzeski@chestnutcambronne.com	INSERT

20. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you do not exclude yourself from the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement.

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Settlement Approval Hearing at **_____** on **Month Day, 2025**, at the Circuit Court for the Fourth Judicial Circuit in and for Duval County, Florida, 501 W. Adams St. Jacksonville, FL 32202, Courtroom **[TBD]** (or by Zoom if the Court so orders). The hearing may be moved to a different date or time without additional notice, so it is a good idea to check **[WEBSITE]** or call **[PHONE #]**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees and reasonable costs and

expenses, as well as the request for an service award for the Representative Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

22. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 19, the Court will consider it.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file an objection according to the instructions in Question 19, including all the information required therein. Your Objection must be **filed** with the Clerk of Court for the Circuit Court for the Fourth Judicial Circuit in and for Duval County, Florida by mailing it postmarked no later than **Month Day, 2025**. In addition, you must **mail** a copy of your objection to both Class Counsel and Defense Counsel listed in Question 19, postmarked no later than **Month Day, 2025**.

IF YOU DO NOTHING

24. What happens if I do nothing?

If you do nothing, you will get no benefits from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or **be part of any other lawsuit about the legal issues in this case, ever again against Precision or any related people or entities as described in Sections 1.27 and 1.30 of the Settlement Agreement**. The Settlement Agreement is available at **[WEBSITE]**.

GETTING MORE INFORMATION

25. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement at **[WEBSITE]**. You may also write with questions to the Claims Administrator, PO Box **XXXXXX**, **City, State Zip**. You can also get a Claim Form at the website, or by calling the toll-free number, **[PHONE]**.

Signature: 

Email: tbean@sirillp.com

Settlement Agreement (DocuSign)

Final Audit Report

2025-07-18

Created:	2025-07-18
By:	Alcira Pena (apena@sirillp.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAArmXWbrtYJ3bl2tH6arJJiTEpkVjD7c6i

"Settlement Agreement (DocuSign)" History

-  Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
2025-07-18 - 10:18:01 PM GMT
-  Document created by Alcira Pena (apena@sirillp.com)
2025-07-18 - 10:35:10 PM GMT
-  Document emailed to Tyler Bean (tbean@sirillp.com) for signature
2025-07-18 - 10:36:25 PM GMT
-  Email viewed by Tyler Bean (tbean@sirillp.com)
2025-07-18 - 11:09:45 PM GMT
-  Document e-signed by Tyler Bean (tbean@sirillp.com)
Signature Date: 2025-07-18 - 11:10:45 PM GMT - Time Source: server
-  Agreement completed.
2025-07-18 - 11:10:45 PM GMT

EXHIBIT B

**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

**PROPOSED CLASS COUNSEL’S DECLARATION IN SUPPORT OF PLAINTIFFS’
MOTION FOR PRELIMINARY APPROVAL AND TO DIRECT NOTICE OF
PROPOSED SETTLEMENT TO CLASS**

Ryan D. Maxey declares as follows:

1. I am one of proposed Class Counsel¹ in this matter, together with A. Brooke Murphy and Philip J. Krzeski. I have personal knowledge of all the matters addressed in this Declaration, including the negotiations that culminated with the filing of the proposed settlement (the “Settlement”) now before the Court.

2. As detailed below, proposed Class Counsel have led some of the country’s most complex civil litigation; have been recognized by courts and national publications for our knowledge and experience in privacy and data breach cases; and are responsible for groundbreaking data breach settlements, including in settlements approved in this judicial district. For purposes of the Court’s consideration of certifying the Settlement Class for settlement purposes and appointing Class Counsel, I briefly summarize our qualifications as part of this Declaration.

¹ Defined terms are defined in the Settlement Agreement attached to the motion for preliminary approval as Ex. 1.

Ryan D. Maxey

3. Mr. Maxey, who graduated from the University of Florida law school in 2008 and has a bachelor's degree in computer science and past work experience developing software and managing databases, has primarily worked on data breach matters since 2019, in which his education and experience afford him a unique perspective. He currently represents plaintiffs in dozens of active data breach class action cases nationwide, brought against employers, medical providers, and other service providers and ranging from cases impacting thousands to millions of individuals.

4. Mr. Maxey's experience litigating data breach cases began with *In Re: Capital One Consumer Data Security Breach Litigation*, No. 1:19-md-2915 (E.D. Va.), which impacted approximately 98 million individuals, making it one of the largest data breaches ever litigated in the United States. Applying his technical experience, he deposed a senior vice president / chief risk officer, a senior vice president leading the data technology organization, a vice president of cyber and deputy chief information security officer, a head of global cybersecurity operations center, a senior manager of information security, and a senior director of machine learning. The case ultimately resolved via the court's approval of a common fund settlement of \$190 million.

5. Mr. Maxey is currently court-appointed interim or settlement co-lead class counsel in *Moreland, et al. v. 1st Franklin Financial Corporation*, No. 2:23-cv-00038-SCJ (N.D. Ga.); *Domitrovich, et al. v. M.C. Dean, Inc.*, 1:23-cv-00210-CMH-JFA (E.D. Va.); *Bitmouni v. Paysafe Payment Processing Solutions LLC*, No. 3:21-cv-00641-JCS (N.D. Cal.); and *Ware, et al. v. San Gorgonio Memorial Hospital*, No. CVRI 2301216 (Riverside County, CA).

6. Mr. Maxey's commitment to protecting the rights of class members in data breach cases is reflected in his successful appeal of cases dismissed for failure to state a claim. His oral

arguments before the Eleventh Circuit Court of Appeals in *Ramirez v. Paradies Shops, LLC*, 69 F.4th 1213 (11th Cir. 2023) and *Sheffler v. Americold Realty Tr.*, No. 22-11789, 2023 WL 3918491 (11th Cir. June 9, 2023), both of which had been dismissed below for failure to state a claim, resulted in these cases being remanded for further proceedings. In another federal appeal that was resolved without oral argument, the Second Circuit Court of Appeals reversed the dismissal of a data breach case for failure to state a claim and remanded it for further proceedings. *See Bohnak v. Marsh & McLennan Companies, Inc.*, 79 F.4th 276 (2d Cir. 2023). Mr. Maxey is also co-counsel in another data breach case where an appeal is pending before the Fourth Circuit Court of Appeals. *See Ford v. Sandhills Medical Foundation, Inc.*, No. 22-2268 (4th Cir. 2023).

7. Mr. Maxey has also litigated dozens of smaller data breach class action matters, including the following in which settlements have been finally or preliminarily approved in 2022 and 2023: *Morales v. Orlando Family Physicians, LLC*, No. 2021-ca-009153-o (Orange County, Fla.) (settlement finally approved Sept. 14, 2023); *Flores v. Don Roberto Jewelers, Inc.*, No. 30-2021-01212035-CU-NP-CXC (settlement finally approved July 24, 2023); *Farmer v. Humana Inc., et al.*, No. 8:21-cv-01478-MSS-SPF (M.D. Fla.) (settlement finally approved Feb. 13, 2023); *Gamez, et al. v. PCS Revenue Control Systems, Inc.*, No. 2:21-cv-08991-JXN-AME (D. N.J.) (settlement finally approved Feb. 6, 2023); *Heath v. Insurance Techs. Corp., et al.*, No. 3:21-cv-01444-N (N.D. Tex.) (settlement finally approved Jan. 4, 2023); *Paras, et al. v. Dental Care Alliance, LLC*, No. 22EV000181 (Fulton County, Ga.) (settlement finally approved Aug. 2, 2022).

8. Prior to practicing law, Mr. Maxey served as a judicial law clerk to the Honorable Elizabeth A. Jenkins, United States Magistrate Judge. He then worked at one of the country's largest law firms, Greenberg Traurig, for four years as a commercial litigation associate, where he actively participated in three federal trials, including examining witnesses. In 2015, Mr. Maxey

joined Morgan & Morgan's Business Trial Group as a lead attorney handling a variety of business litigation matters. Mr. Maxey later started his own law practice, litigating claims related to breach of contract, trade secret misappropriation, the FLSA, the FDCPA and premises liability, and since 2019 has worked almost exclusively on data breach class action cases.

A. Brooke Murphy

9. For more than a decade, Ms. Murphy has specialized in representing plaintiffs in class actions and other complex litigation. Ms. Murphy has litigated numerous data breach class actions across the country where she has obtained several successful rulings on issues of standing, pleading, and class certification. Ms. Murphy has similarly overcome common challenges by defendants in data breach class actions, including on matters involving the applicability of arbitration clauses, assertions of privilege or work-product protections, and attempts to exclude expert testimony.

10. Based on her extensive experience, Ms. Murphy has repeatedly been recognized by Oklahoma Super Lawyers. Likewise, numerous courts around the country have appointed Ms. Murphy as class counsel or co-lead counsel in data breach class actions. *See, e.g., In re AllTrust Data Breach Litig.*, Case No.: 1:25-cv-00393 (E.D. Va.); *In re: The Pension Specialists Data Breach Litigation*, Case No. 1:25-cv-01925 (N.D. Ill.); *Beatrice, et al. v. VectraRx Mail Pharmacy Services LLC*, Case No. CV-25-58-TUC-JAS (D. Ariz.); *In re WorkWave Data Breach Litig.*, Case No. 3:24-cv-10592 (D.N.J.); *In re Fidelity Investments Data Breach Litig.*, Case No. 1:24-CV-12601-LTS (D. Mass.); *In re Gryphon Healthcare LLC Data Breach Litig.* Case No. 4:24-cv-3946 (S.D. Tex.); *Archambault v. Riverside Resort & Casino, Inc. and Riverside Resort & Casino, LLC*, Case No. 2:24-cv-1691 (D. Nev.); *Huntley, et al. v. Varsity Brands, Inc.*, Case No. 3:24-v-2633 (N.D. Tex.); *Conaway, et al. v. CSC ServiceWorks, Inc.*, Case No. 2:24-cv-05719 (E.D.N.Y); *In*

re Bridgeway Center Data Breach Litigation, Case No. 2024-CA-1395 (Okaloosa County, Fla.); *Saker v. Cherry Street Services, Inc.*, Case No. 24-04205-NZ (Mich., Kent Cty.); ***Hufstetler, et al., v. Upstream Rehabilitation, Inc., et al.***, Case No. 2024-902563.00 (Ala., Jefferson Cty.); *Lockridge v. Quality Temporary Services, Inc.*, Case No. 4:22-cv-12086 (S.D. Mich.); *Rose v. BHI Energy Services, LLC, et al.*, Case No. 1:23-cv-12513 (D. Mass.); *In re Precision Imaging Centers Data Breach Litigation.*, Case No. 2023-CA-009321 (Duval County, Fla.); *In re: Mondelez Data Breach Litig.*, Case No. 1:23-cv-0399 (N.D. Ill.); *Perez v. Carvin Wilson Software, LLC*, Case No. CV-23-00792-PHX-SMM (D. Ariz.); *Sanders, et al., v. Ibex Global Solutions, Inc., et al.*, Case No. 1:22-cv-00591-TNM (D.C.C.); *In re: Solara Medical Supplies Data Breach Litig.*, Case No. 3:19-cv-00284-H-KSC (S.D. Cal.); *McFarlane v. Altice USA, Inc.*, Case No. 20-CV-1297-JMF (S.D.N.Y.).

Philip J. Krzeski

11. Philip J. Krzeski, of Chestnut Cambronne PA, has litigated numerous complex Rule 23 class actions across the country in the data breach context. Mr. Krzeski has experience in all phases of litigation and has played a significant role in the following data breach cases: *In re Wasserstrom Holdings, Inc. Data Breach Litigation*, No. 3:23-cv-2424 (S.D. Ohio) (appoint co-lead class counsel); *Phillips v. Bay Bridge Administrators, LLC*, No. 1:23-cv-0220-LY (W.D. Tex.) (appointed to Executive Committee of 180,000 person class action data breach); *Johnson v. Yuma Regional Medical Center*, No. 2:22-cv-01061 (D. Ariz.); *In re EyeMed Vision Care, LLC Data Security Breach Litigation*, No. 1:21-cv-00036-DRC (S.D. Ohio); *Hale v. ARcare*, No. 3:22-cv-00117 (E.D. Ark.); *Hightower v. Receivables Performance Management, LLC*, No. 2:22-cv-01683 (W.D. Wash.); *Perry v. Bay & Bay Transportation Services, LLC*, No. 22-cv-00973 (D. Minn.); *Boykin v. Choice Health Ins.*, No. 4:22-cv-03940 (D.S.C.); *In re Advocate Aurora Health*

Pixel Litig., No. 2:22-cv-01253 (E.D. Wis.); *In re Novant Health, Inc. Pixel Litigation*, Case No. 1:22-cv-00697 (M.D.N.C.); and *Thomsen v. Morley Cos., Inc.*, No. 1:22-cv-10281 (E.D. Mi.). In litigating these cases, Mr. Krzeski has performed substantial work in briefing, oral argument, discovery, mediation, and settlement approval.

12. Outside of the data breach context, Mr. Krzeski has an active nationwide wage and hour and class action practice. He has served as lead counsel in class actions matters from the filing of the complaint to final approval of the settlement, including briefing and arguing class certification. *See, e.g., Branning v. Romeo's Pizza, Inc.*, 594 F. Supp.3d 927, 934 (N.D. Ohio 2022) (obtaining Rule 23 class certification). He directly contributed to several “landmark” wage and hour decisions in the minimum wage employee context. *Hatmaker v. PJ Ohio, LLC*, No. 3:17-cv-146, 2019 WL 5725043, at *7 (S.D. Ohio Mar. 26, 2019) (prevailing on summary judgment on precise interpretation of law in the minimum wage kick-back context); *see also Clark v. Pizza Baker, Inc., et al.*, No. 2:18-cv-157, 2019 WL 4601930 (S.D. Ohio Sept. 23, 2019) (overcoming Domino's Pizza corporate entities' motion to dismiss on joint employer).

13. Mr. Krzeski's work has led to the resolution of over a dozen seven-figure settlements. For his work, he was selected as one of the youngest attorneys to be included in Ohio SuperLawyers, Rising Star List for class actions for 2020, 2021, and 2022. The appointment of Mr. Krzeski to the leadership structure will be consistent with the suggestions made by the Duke Law Center for Judicial Studies in its *Standards and Best Practices for Large and Mass-Tort MDLs*, which recognize the need to provide opportunities for younger attorneys to take leadership roles in complex class litigation.²

² *See* <https://scholarship.law.duke.edu/cgi/viewcontent.cgi?article=1004&context=bolch> (last viewed: March 2, 2013) (stating at p. 45, “[r]esearch shows that having a mix of experienced and new players enhances creativity and innovation, leads to better decision making and problem

Overview of the Litigation

14. On or around November 2, 2022, a cybersecurity event occurred, during which an unauthorized individual acquired information related to approximately 31,010 of Defendants' current and former patients, including first and last name; address; Social Security number; driver's license or government-issued identification number; health insurance information, medical condition(s) and diagnoses, or other health- or medical-related information; and dates of birth (the "Cybersecurity Event"). After Defendants provided notice of the Cybersecurity Event on or about June 22, 2023, Plaintiff Boyles filed a putative class action Complaint on June 27, 2023, in the Circuit Court for the Fourth Judicial Circuit in and for Duval County, Florida (the "Boyles Action"). The remaining Plaintiffs subsequently filed additional cases (the "Related Actions"), which were consolidated with the Boyles Action into the consolidated class action lawsuit entitled: *In re Precision Imaging Centers Data Breach Litigation*, Case No. 2023-CA-009321 (Fla. 4th Cir. Ct. June 27, 2023)

15. In their Consolidated Complaint, Plaintiffs asserted claims against Defendants for negligence, breach of implied contract, breach of fiduciary duty, and violation of the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA").

Overview of Settlement Discussions

16. To explore and potentially negotiate a class-wide settlement, on April 17, 2025, the parties mediated this case. After a full day of hard-fought, arms-length negotiations, and with the assistance of experienced mediator Judge John Thornton (Ret.), the parties reached an agreement. The parties later memorialized the full terms of their settlement in the Settlement Agreement.

solving and promotes discussion of novel concepts raised by those who historically have not been in leadership.").

17. The negotiations were hard-fought throughout, and the process was conducted at arm's length and non-collusive. After extensive arm's length settlement negotiations, the parties reached an agreement on the essential terms of settlement. The subject of attorneys' fees, costs, and expenses, subject to Court approval, was negotiated only after all substantive terms of the Settlement were agreed upon by the parties.

The Settlement Benefits Conferred on the Class

18. Under the proposed Settlement Defendants will pay an aggregate cap of \$200,000 for the following general categories of relief:

- i. the reimbursement of up to \$450 per Settlement Class Member in ordinary out-of-pocket losses and ordinary attested time, and Reimbursement of ordinary out-of-pocket losses, not to exceed \$500 per Settlement Class Member, including attested-to lost time spent remedying issues related to the Data Incident at a rate of \$20 per hour for up to 4 hours;
- ii. Reimbursement of extraordinary out-of-pocket losses, not to exceed \$5,000 per Settlement Class Member, including an additional 8 hours of time spent remedying issues related to the Data Incident at \$20 per hour; and
- iii. 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. Credit Monitoring Services are available to all Class members regardless of whether they submit a claim for Ordinary or Extraordinary Out-of-Pocket Losses and Attested Time under the settlement.

19. Settlement Class Members seeking out-of-pocket expense reimbursement must complete and submit either a written or online Claim Form to the Claims Administrator, postmarked or electronically submitted on or before the Claims Deadline.

20. As for equitable relief, Defendants have agreed to specify data security measures implemented to address the breach and agreed to maintain them for three years and, if not among the measures already implemented, add measures to purge or encrypt Social Security Numbers for

employees who haven't worked there for five years or more. This further supports the fairness, reasonableness, and adequacy of the proposed settlement.

The Notice and Claims Process

21. Proposed Class Counsel request that the Court appoint Verita Global ("Verita") as Settlement Administrator to provide notice to class members and to process claims. Notice will be sent by direct U.S. Mail to each Settlement Class Member and is likely to reach at least 90% of the Settlement Class (and likely higher). The Notice Plan designed by Class-Settlement.com satisfies the "best notice practicable" standard pursuant to Rule 1.220(d)(2) of the Florida Rules of Civil Procedure. The Notice and Claims Process is described in detail in the supporting declaration of Ana Espinoza attached to the Preliminary Approval Motion as Exhibit C.

Attorneys' Fees and Expenses

22. Proposed Class Counsel has agreed to request, and Defendants have agreed to pay, subject to Court approval, the amount of \$188,000 for attorneys' fees, costs, and expenses. Ex. 1, ¶ IV.7.2. Notably, the parties did not negotiate this agreement or any other issue with respect to attorneys' fees, costs, and expenses until after they had reached an agreement on Class relief.

23. Proposed Class Counsel has agreed to request, and Defendants have agreed to pay, subject to Court approval, a service award payment not to exceed \$2,000 per Class Representative. Ex. 1, ¶ IV.7.3. Notably, the parties did not negotiate this agreement or any other issue with respect to the service awards until after they had reached an agreement on Class relief. Both the application for Attorneys' Fees and Expenses, and the application for Service Awards will be filed at least 21 days before the Objection Deadline.

Releases

24. The Settlement Class will release the Released Entities from claims that were or

could have been asserted in this case. Id., ¶¶ 6.1, 6.2. Proposed Class Counsel believes the releases are appropriately tethered to the claims that were presented in the litigation and therefore appropriate consideration in exchange for the substantial class relief provided by the Settlement.

The Settlement is Fair, Reasonable, and Adequate

25. The proposed settlement is a fair and adequate result. If approved, it will deliver substantial relief specifically tailored to the types of harm often incurred as a result of criminal data breaches. Reimbursement for out-of-pocket losses, payment for lost time, and identity monitoring and assistance with identity theft, all available under the Settlement, are precisely the types of issues that proposed Class Counsel and proposed Class Representative sought to redress through this litigation. Defendants' agreement to specify data security measures implemented to address the Cybersecurity Event and agreement to maintain them for 3 years and, if not among the measures already implemented, add measures to purge or encrypt Social Security Numbers ("SSNs") for patients who haven't obtained services from Defendants for 5 years or more, provides further value and comfort that more will be done going forward to prevent additional breaches of Settlement Class Members' personal information still held by Defendants.

26. Based on proposed Class Counsel's experience in other data breach cases, the funds available to Class Members are tailored to address the losses stemming from the Cybersecurity Event. When a victim incurs out-of-pocket expenses relating to a data breach, it is typically associated with seeking advice about how to address the breach (e.g., paying for professional services), paying incidental costs associated with identity theft or fraud (e.g., overdraft fees or costs for sending documents by certified mail), or taking mitigative measures like paying for credit monitoring or credit freezes. As such, the ordinary out-of-pocket expenses associated with a data breach are generally relatively modest, and rarely exceed several hundred dollars. When victims

spend more than this amount, it is typically associated with paying for professional services such as accountant or attorneys' fees.

27. The Settlement must also be viewed against the significant risks to the Plaintiffs had they continued to litigate the case. There was a risk that Plaintiffs' claims would not have survived, or survived in full, on a class-wide basis.

28. Based on the factual record and the briefing and argument on legal issues, proposed Class Counsel believe the Settlement is in the best interests of the Settlement Class.

29. Finally, there is no indication that there are any conflicts between the proposed Class Representatives and the Settlement Class. Rather, the proposed Class Representatives' claims are substantially similar to the claims of the Settlement Class. Each of them was impacted by the Cybersecurity Event due to the unauthorized access to their personal information. Moreover, in crafting the Settlement, we took care to ensure that the relief was allocated commensurate to the value of each Settlement Class Member's respective claims—those that suffered a greater Out-of-Pocket loss will be able to make a proportionately larger claim than someone that did not.

30. In light of the totality of the circumstances, the Court should conclude that the Settlement as described in the Settlement Agreement is fair, reasonable, and adequate and likely to achieve final approval, and therefore notice should issue to the class.

Appointment of Class Counsel

31. I respectfully submit that proposed Class Counsel have diligently served the class and the Court in litigating this case and presenting this Settlement for initial approval requesting issuance of notice and therefore request a that we be appointed as Class Counsel for purposes of implementing this Settlement.

I declare under the penalty of perjury under the laws of the United States that the foregoing

is true and correct.

DATED this 18th day of July, 2025 in the United States of America.

_____/s *Ryan D. Maxey*_____

Ryan D. Maxey

EXHIBIT C

**IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL
CIRCUIT IN AND FOR DUVAL COUNTY, FLORIA**

**In re Precision Imaging Centers Data
Breach Litigation**

Case No. 2023-ca-009321

DECLARATION OF ANA ESPINOZA REGARDING SETTLEMENT NOTICE PLAN

I, Ana Espinoza, declare as follows:

1. My name is Ana Espinoza. I have personal knowledge of the matters set forth herein. I am a Case Manager for Verita Global, LLC (“Verita”) f/k/a KCC Class Action Services, LLC or KCC, the proposed Settlement Administrator to be appointed in the above-captioned case. I am over 21 years of age and am authorized to make this declaration on behalf of Verita and myself.

2. Verita is a firm that provides comprehensive class action services, including claims administration, legal notification, email and postal mailing campaign implementation, website design, call center support, class member data management, check and voucher disbursements, tax reporting, settlement fund escrow and reporting, and other related services critical to the effective administration of class action settlements. Our experience includes many of the largest and most complex settlement administrations of both private litigation and of actions brought by state and federal government regulators. Verita has been retained to administer more than 10,000 class actions and distributed settlement payments totaling well over a trillion dollars in assets.

3. The purpose of this declaration is to provide information related to Verita's qualifications and experience, as well as to detail the proposed notice plan (the "Notice Plan") designed to provide notice to class members for this class action settlement.

BACKGROUND AND EXPERIENCE

4. Verita has administered class action administrations for such defendants as HP-Compaq, LensCrafters, United Parcel Service, Ford, Mitsubishi, Nissan, Whirlpool, ATI Video Cards, and Twentieth Century Fox.

5. Verita has administered class action settlements in thousands of cases, including a variety of data breach matters. Some data breach case examples which Verita has been involved with include: *Braun v. VisionQuest Eyecare, PC, et al.*, 49D07-1705-PL-020189 (Ind. Super. Ct.); *Carroll v. Macy's Inc. et al.*, No. 2:18-cv-01060-RDP (N.D. Ala.); *Cochran v. Burgerville LLC*, No. 18-cv-44864 (C. Ct. Ore); *Debaeke v. St. Joseph Health System, et al.*, No. JCCP 4716 (Cal. Super. Ct.); *Elvey v. TD Ameritrade, Inc.*, No. C 07 2852 VRW (N.D. Cal.); *Experian Data Breach Litig.*, No. 8:15-cv-01592 AG (DFMx) (C.D. Cal.); *Groveunder v. Wellpoint*, No. JCCP 4647 (Cal. Super. Ct.); *In re Anthem, Inc. Data Breach Litig.*, No. 5:15-MD-02617-LHK (N.D. Cal.); *In re Arby's Restaurant Group, Inc. Data Security Litig.*, No. 18-mi-55555-AT (N.D. Ga.); *In re LinkedIn User Privacy Litig.*, No. 12-cv-03088-EJD (N.D. Cal.); *In re Medical Informatics Engineering, Inc. Customer Data Security Breach Litig.*, No. 15-md-2667 (N.D. Ind.); *In re Yapstone Data Breach Litig.*, 15-cv-04429-JSW (N.D. Cal.); *Lozanski v. The Home Depot Inc. Canada*, No. 14-51262400CP (Ontario Superior Court of Justice, Canada); *Paras v. Dental Care Alliance, LLC*, No. 22-ev-000181 (Fulton Cty., Ga.); *Ramsey v. 41 E. Chestnut Crab Partners, LLC, et al.*, No. 2019-CH-2759 (Ill. Cir. Ct.); *Saenz v. SEIU United Healthcare Workers-West*, No. RG09478973 (Cal. Super. Ct.); *Shurtleff v. Health Net of California, Inc.*, No. 34-2012-

00121600 (Cal. Super. Ct.); *Sonic Corp Customer Data Security Breach Litig.*, No. 1:17-md-02807 (N.D. Ohio); *Storm v. Paytime, Inc.*, No. 14-cv-01138 (M.D. Pa.); *The Home Depot, Inc. Customer Data Security Breach Litig.*, No. 1:14-md-02583 (N.D. Ga.); *Torres v. Wendy's International, LLC*, No. 6:16-cv-00210-PGB-DCI (M.D. Fla.); and *Winstead v. ComplyRight, Inc.*, No. 18-cv-4990 (N.D. Ill.).

6. If the Court grants the Plaintiffs' Motion for Preliminary Approval of the Settlement, and Verita is appointed as the Settlement Administrator by the Court in this matter, Verita is prepared to, capable of, and willing to implement the Notice Plan described below.

NOTICE PLAN

Overview

7. The proposed Notice Plan utilizes individual notice to all identifiable Settlement Class Members. It is my understanding the Settlement Class consists of approximately 31,010 Settlement Class Members, all of which can be provided with direct notice.

Class Definition

8. The Notice Plan is designed to provide notice to the following: all natural persons residing in the United States whose Private Information was compromised in the Data Breach of Precision Imaging St. Augustine, LLC d/b/a Precision Imaging Centers and The Medical Imaging Partnership—Jax1, LLC d/b/a Precision Imaging Centers, which was disclosed to the public on or about June 22, 2023.

9. 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. specifically excludes: (i) the Judge assigned to evaluate the fairness of this settlement (including any members of the Court’s staff assigned to this case); (ii) Defendant’s officers and directors; and (iii) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Breach or who pleads *nolo contendere* to any such charge.

10. The Settlement Class consists of approximately 31,010 individuals.

Individual Notice

11. Defendant Precision Imaging St. Augustine, LLC will provide Verita with a list of the full names and current or last-known address of approximately 31,010 Settlement Class Members (the “Settlement Class List”).

12. A double-postcard Short Notice with detachable claim form will be mailed to all Settlement Class Members for whom a postal address is provided on the Settlement Class List.

13. Prior to mailing, the addresses will be checked against the National Change of Address (NCOA)¹ database maintained by the United States Postal Service (USPS); certified via the Coding Accuracy Support System (CASS);² and verified through Delivery Point Validation (DPV).³

¹ The NCOA database contains records of all permanent change of address submissions received by the United States Postal Service (“USPS”) for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person’s name and last known address.

² Coding Accuracy Support System is a certification system used by the USPS to ensure the quality of ZIP+4 coding systems.

³ Records that are ZIP+4 coded are then sent through Delivery Point Validation to verify the address and identify Commercial Mail Receiving Agencies. DPV verifies the accuracy of addresses and reports exactly what is wrong with incorrect addresses.

14. Notices returned by USPS as undeliverable will be re-mailed to any address available through postal service forwarding order information. For any returned mailing that does not contain an expired forwarding order with a new address indicated, Verita will conduct further address searches using credit and other public source databases to attempt to locate new addresses and will re-mail these notices, if applicable.

Response Mechanisms

15. Verita will establish and maintain a case-specific website (the “Settlement Website”) to allow Settlement Class Members to obtain additional information and documents about the Settlement and file a Claim Form online. Settlement Class Members will also be able to view and print important dates, answers to frequently asked questions, the Short Notice, Long Notice, Claim Form, Preliminary Approval Order, Settlement Agreement, and other relevant settlement and court documents. Verita will maintain and update the website, as needed, throughout the claim period.

16. Verita will establish and maintain a case-specific toll-free number to allow Settlement Class Members to call and receive responses to settlement-related inquiries, elect to speak with a live operator, and request to have the Long Notice and Claim Form mailed to them.

17. Verita will establish and maintain a Post Office Box to receive written opt-outs, objections, completed Claim Forms, and other correspondence from the Settlement Class.

Claims Processing

18. Verita will process all claims received and make applicable payments to Settlement Class Members in accordance with the terms of the Settlement Agreement and Release.

CERTIFICATION

I, Ana Espinoza, declare under penalty of perjury that the foregoing is true and correct.
Executed this 18th day of July 2025, at El Segundo, California.

Ana Espinoza

Ana Espinoza