

EXHIBIT 1

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

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

Plaintiffs,
v.

GUNSTER,
YOAKLEY &
STEWART, PA

Defendant.

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

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

1. Recitals

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

¹ All capitalized terms are defined in Section 2 below.

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

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

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

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

2. Definitions

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

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

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

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

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

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

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

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

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

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

2.32. “Released Parties” means:

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

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

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

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

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

rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

The Settlement Class Representatives and Class Counsel acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

3. Settlement Fund

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

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

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

4. Settlement Fund Account

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

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

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

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

5. Presentation of Settlement to the Court

- 5.1. As soon as practicable after the execution of the Settlement Agreement, the Settlement Class Representatives and Class Counsel shall submit this Settlement Agreement to the Court and file a motion for preliminary approval of the Settlement with the Court requesting entry of a Preliminary Approval Order substantially in the form attached hereto as Exhibit E, requesting, among other things:
- 5.1.1. Certification of the Settlement Class for settlement purposes only;
 - 5.1.2. Preliminary approval of the Settlement Agreement;
 - 5.1.3. Appointment of Class Counsel;
 - 5.1.4. Appointment of the Settlement Class Representatives;
 - 5.1.5. Approval of the Notice Plan attached hereto as Exhibit D;
 - 5.1.6. Approval of a Short Notice substantially similar to the one attached hereto as Exhibit F;
 - 5.1.7. Approval of a Long Notice substantially similar to the one attached hereto as Exhibit C;

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

6. Effective Date and Termination

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

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

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

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

7. Settlement Benefits

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

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

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

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

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

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

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

7.3.3 Extraordinary Losses will be deemed "fairly traceable" if (1) the unreimbursed cost, loss, or expenditure was incurred in responding to the notice of the Data Breach or in response to the Data Breach and (2) the personal information used to commit identity theft, fraud, or other misuse consisted of the same type of personal information that was provided to Defendant prior to the Data Breach or that can be reasonably easily obtained on the basis of information that was provided to Defendant prior to the Data Breach.

7.3.4 Whether or not they incurred Extraordinary Losses and whether or not they made a claim for Ordinary Out-of-Pocket Losses or Ordinary Attested Time,

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

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

- 7.5 Settlement Class Members requesting any benefits under the Settlement must complete and submit either a hard copy or online Claim Form to the Settlement Administrator, postmarked or electronically submitted on or before the Claims Deadline. For Settlement Class Members seeking Ordinary Out-of-Pocket Losses, Ordinary Attested Time, Extraordinary Losses, and Extraordinary Attested Time, the Claim Form must be verified by the Settlement Class Member with an attestation that the claimant believes that the time and/or unreimbursed costs, losses, or expenditures claimed were incurred as a result of the Data Breach. Settlement Class Members who received written notice must include their Unique Class Member ID on their Claim Form. The Unique Class Member ID can be found on the Short Form Notice. Individuals who received substitute notice of the Data Breach must submit documentation demonstrating why they believe their information was impacted in the Data Breach.
- 7.6 Pro Rata Increase/ Reduction. If the total amount of Approved Claims submitted under Section 7 when aggregated with Administration and Notice Costs and Attorneys' Fees and Expenses as approved by the Court exceeds the amount of the Settlement Fund, then Approved Claims under Section 7 shall be reduced on a pro rata basis such that the total aggregate amount of Approved Claims under Section 7, Administration and Notice Costs, and Attorneys' Fees and Expenses does not exceed the amount of the Settlement Fund. If the total amount of Approved Claims submitted under Section 7, when aggregated with Administration and Notice Costs and Attorneys' Fees and Expenses as approved by the Court, is less than the amount of the Settlement Fund, then Approved Claims under Section 7 shall be increased on a pro rata basis such that the total aggregate amount of Approved Claims under Section 7, Administration and Notice Costs, and

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

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

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

8. Information Security Enhancements

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

9. Duties of Settlement Administrator

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

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

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

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

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

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

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

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

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

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

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

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

10. Notice Plan

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

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

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

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

11. Covenants Not to Sue

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

12. Representations and Warranties

12.1. Each Party represents that:

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

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

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

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

13. Releases

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

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

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

14. No Admission of Wrongdoing

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

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

15. Opt-Outs

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

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

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

16. Objections

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

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

17. Attorneys' Fees and Expenses

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

18. Confidentiality

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

19. Notices

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

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

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

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

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

and to:

Jacqueline Arango

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

and to:

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

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

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

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

20. Miscellaneous Provisions

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

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

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

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

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


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

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



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


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




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

Name: Brian Murray
Date: Feb 6, 2025

Settlement Class Representatives



Name: Mary Jane Whalen
Date:



Name: Christine V. Rona
Date:

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



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

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

EXHIBIT A

CLAIM FORM FOR GUNSTER, YOAKLEY & STEWART, PA DATA BREACH BENEFITS

Mary Jane Whalen and Christine V. Rona v. Gunster, Yoakley & Stewart, PA,

Case No. 25-CA-000550 (Fla. 13th Cir. Ct.)

COMPLETE AND SIGN THIS FORM AND FILE ONLINE NO LATER THAN **[DUE DATE]**
AT <http://www.gysdatabreachsettlement.com> OR FILE BY MAIL POSTMARKED BY **[due date]**.

*You **MUST** use this form to make a claim for benefits under the Settlement.*

Questions? Call **1-XXX-XXXX** or visit the website, <http://www.gysdatabreachsettlement.com>

CLASS MEMBER INFORMATION

Full Name: _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

Telephone Number: _____

Email Address: _____
(This field is required to receive free credit monitoring. If provided, we will also communicate with you about your claim primarily by email.)

Unique Claim Form Identifier: _____

If you received a notice of this Settlement by U.S. mail, your Unique Claim Form Identifier is on the envelope or postcard. If you misplaced your notice, please contact the Settlement Administrator at 1-888-8888 or info@gysdatabreachsettlement.com. If you received substitute notice of the Data Breach (i.e., if you believe your personal information was compromised, accessed, exfiltrated, or otherwise impacted in the Data Breach but you did not receive written notice from Gunster), you must include documentation along with your claim demonstrating why you believe your information was compromised, accessed, exfiltrated, or otherwise impacted in the Data Breach. If you do not include either a Unique Claim Form Identifier or the documentation referenced above, your claim will be denied.

SETTLEMENT OVERVIEW

“Ordinary” Out-of-Pocket Losses and Ordinary Attested Time: If you have incurred unreimbursed costs, losses, or expenditures responding to the notice of the Data Breach or in response to the Data Breach, you can make a claim for reimbursement for ordinary out-of-pocket losses and ordinary attested time up to \$2,500.00 in the aggregate, subject to the following:

Ordinary Out-of-Pocket Losses: Examples of ordinary out-of-pocket losses include: (i) costs associated with accessing or freezing/unfreezing credit reports with any credit-reporting agency; (ii) other miscellaneous expenses incurred related to any Ordinary Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; (iii) credit monitoring or other mitigative costs. To submit a valid claim, you must provide third-party documentation (not “self-prepared”) to support the unreimbursed cost, loss, or expenditure as well as a brief description of the documentation if the nature of the cost, loss, or expenditure is not apparent from the documentation alone.

Ordinary Attested Time: If you spent time responding to receiving the notice of Data Breach, you may also submit a claim for reimbursement for up to 7 hours of time at a rate of \$30.00/hour. To submit a valid claim, you must provide an attestation and brief description of the actions taken in response to receiving notice of the Data Breach and the time associated with each action.

“Extraordinary” Losses and Extraordinary Attested Time: If you believe you suffered identity theft, fraud, or other extraordinary losses, you may submit a claim for extraordinary losses and extraordinary attested time up to \$35,000.00 in the aggregate. The total amount of compensation you may claim for ordinary out-of-pocket losses, ordinary attested time, extraordinary losses, and extraordinary attested time cannot exceed \$35,000.00, subject to the following:

Extraordinary Losses: Extraordinary losses are unreimbursed costs, losses, or expenditures that are fairly traceable to the Data Breach and that are not reimbursable as ordinary out-of-pocket losses. Examples of extraordinary losses include unreimbursed costs, losses, or expenditures incurred as a result of identity theft or identity fraud, falsified tax returns, real estate title fraud, banking fraud, or other possible misuse of your personal information. To submit a valid claim, you must provide third-party documentation (not “self-prepared”) to support the unreimbursed cost, loss, or expenditure as well as a brief description of the documentation if the nature of the cost, loss, or expenditure is not apparent from the documentation alone. Extraordinary Losses will be deemed “fairly traceable” if (1) the unreimbursed cost, loss, or expenditure was incurred in responding to the notice of the Data Breach or in response to the Data Breach and (2) the personal information used to commit identity theft, fraud, or other misuse consisted of the same type of personal information that was provided to Defendant prior to the Data Breach or that can be reasonably easily obtained on the basis of information that was provided to Defendant prior to the Data Breach.

Extraordinary Attested Time: If you spent time remedying identity theft, fraud, or other misuse of your information related to the Data Breach, you may also submit a claim for reimbursement for up to 10 hours of time at a rate of \$30.00/hour. To submit a valid claim, you must provide an attestation and brief description of the actions taken to remedy identity theft, fraud, or other misuse of your information related to the Data Breach and the time associated with each action.

Credit Monitoring: You can submit a claim for three years of three-bureau credit monitoring services, including dark web scanning, identity theft insurance, real-time credit monitoring with Equifax, Experian, and TransUnion, and access to fraud resolution agents.

The total amount of compensation that can be claimed for Ordinary Out-of-Pocket Losses, Ordinary Attested Time, Extraordinary Losses, and Extraordinary Attested Time cannot exceed \$35,000 per individual and the total amount of Attested Time (Ordinary and Extraordinary) cannot exceed 10 hours per person.

ALL BENEFITS (AND THE AMOUNT PAID TO SETTLEMENT CLASS MEMBERS UNDER THIS SETTLEMENT) MAY BE HIGHER OR LOWER DEPENDING ON THE TOTAL AMOUNT OF APPROVED CLAIMS.

Failure to provide all required information will result in your claim being rejected by the Settlement Administrator.

1. Were you sent a notice that your information may have been impacted in the Data Breach?

Yes ☐ (Proceed to Question 3) No ☐ (Proceed to Question 2)

2. Do you believe you received substitute notice of the Data Breach?

Yes ☐ (Please provide documentation supporting your belief that your information was impacted in the Data Breach, and proceed to Question 3)
No ☐ (If you answered "No" to questions 1 and 2, you are not eligible to submit a claim)

CLAIM FOR CREDIT MONITORING

3. Do you wish to receive three years of three-bureau credit monitoring?

Yes ☐ (You must include your email on the first page to receive this benefit and proceed to Question 4)
No ☐ (Proceed to question 4)

CLAIM FOR REIMBURSEMENT FOR “ORDINARY” OUT-OF-POCKET LOSSES AND ORDINARY ATTESTED TIME

4. Do you have documentation supporting that, as a result of the Data Breach, you experienced (i) unreimbursed costs associated with accessing or freezing/unfreezing credit reports with any credit-reporting agency; (ii) other miscellaneous unreimbursed expenses incurred related to any Ordinary Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; or (iii) credit monitoring or other unreimbursed mitigative costs? If so, you may submit a claim, with supporting documentation, for ordinary out-of-pocket losses up to \$2,500.00 in the aggregate.

Yes ☐ (Complete chart at the bottom of this Claim Form and proceed to Question 5)

No ☐ (You are not eligible to submit a claim for ordinary out-of-pocket losses. Proceed to Question 5)

5. Did you spend time responding to receiving notice of the Data Breach?

Yes ☐ (Proceed to Question 6)

No ☐ (You are not eligible to submit a claim for ordinary attested time. Proceed to Question 7)

6. If you selected “Yes” for Question 5, please fill out the below statement indicating how many hours you spent responding to receiving notice of the Data Breach and please provide a description of the actions taken and time associated with each action.

**I spent _____ (up to 7) total hours responding to receiving notice of the Data Breach to be reimbursed at a rate of \$30.00/hour.
Please provide an attestation and brief description of the actions taken and the time associated with each action:**

CLAIM FOR REIMBURSEMENT FOR “EXTRAORDINARY” LOSSES AND EXTRAORDINARY ATTESTED TIME

7. Do you have documentation showing you incurred unreimbursed costs, losses, or expenditures as a result of identity theft or identity fraud, falsified tax returns, real estate title fraud, banking fraud, or other possible misuse of your personal information that is fairly traceable to the Data Breach? If so, you may submit a claim, with supporting documentation, for extraordinary losses up to \$35,000.00 in the aggregate.

Yes ☐ (Complete the chart on the next page and proceed to Question 8)

No ☐ (You are not eligible to submit a claim for extraordinary losses. Proceed to Question 8)

8. Did you spend time remedying identity theft, fraud, or other misuse of your information related to the Data Breach?

Yes ☐ (Proceed to Question 9)

No ☐ (You are not eligible to submit a claim for extraordinary attested time. Proceed to certification and signature)

9. If you selected “Yes” for Question 8, please fill out the below statement indicating how many hours you spent remedying identity theft, fraud, or other misuse of your information relating to the Data Breach and please provide a description of the actions taken and time associated with each action.

I spent ____ (up to 10) total hours remedying identity theft, fraud, or other misuse of my information related to the Data Breach to be reimbursed at a rate of \$30.00/hour.

Please provide an attestation and brief description of the actions taken and the time associated with each action:

| THIS CHART MUST BE COMPLETED IF YOU ARE SEEKING ORDINARY OUT OF POCKET LOSSES OR EXTRAORDINARY LOSSES. FAILURE TO COMPLETE THE CHART MAY RESULT IN YOUR CLAIM BEING DENIED. | | | | |
|---|--------------|----------------|--|--|
| Loss Type (Check all that apply) | Date of Loss | Amount of Loss | Description of Supporting Documentation (Identify what you are attaching and why) | |
| <input type="checkbox"/> Bank fees incurred as a result of the Data Breach | | | <p><i>Example: Account statement with fees incurred as a result of the Data Breach highlighted.</i></p> <p><i>The description of the fees in the documentation must be specific enough to enable the settlement administrator to determine why the fees were incurred and you must explain why the fees were incurred as a result of the Data Breach.</i></p> | |
| <input type="checkbox"/> Costs associated with accessing or freezing/unfreezing credit reports with any credit-reporting agency | | | <p><i>Example: Receipts or account statements reflecting costs incurred freezing/unfreezing credit reports with any credit-reporting agency.</i></p> | |
| <input type="checkbox"/> Long distance phone charges incurred as a result of the Data Breach | | | <p><i>Example: Phone bills with long distance telephone calls made as a result of the Data Breach, and corresponding charges, highlighted, along with an explanation of what the calls were for and why they were incurred as a result of the Data Breach.</i></p> <p><i>You must explain who the calls were made to and why they were made as a result of the Data Breach. You must also provide sufficient documentation to demonstrate the amount you were charged for the specific calls that you made as a result of the Data Breach.</i></p> | |

| THIS CHART MUST BE COMPLETED IF YOU ARE SEEKING ORDINARY OUT OF POCKET LOSSES OR EXTRAORDINARY LOSSES. FAILURE TO COMPLETE THE CHART MAY RESULT IN YOUR CLAIM BEING DENIED. | | | |
|---|--------------|----------------|---|
| Loss Type (Check all that apply) | Date of Loss | Amount of Loss | Description of Supporting Documentation (Identify what you are attaching and why) |
| <input type="checkbox"/> Cell phone charges (only if charged by the minute) incurred as a result of the Data Breach | | | <i>Example: Cell phone bill with calls made as a result of the Data Breach, and corresponding charges, highlighted, along with an explanation of what the calls were for and why they were incurred as a result of the Data Breach. You must explain who the calls were made to and why they were made as a result of the Data Breach. You must also provide sufficient documentation to demonstrate the amount you were charged for the specific calls that you made as a result of the Data Breach.</i> |
| <input type="checkbox"/> Data charges (only if charged based on the amount of data used) incurred as a result of the Data Breach | | | <i>Example: Cell phone bill with data charges incurred as a result of the Data Breach, and corresponding charges, highlighted, along with an explanation of what the data charges are for and why they were incurred as a result of the Data Breach. You must explain what activities the data charges correspond to and why they were incurred as a result of the Data Breach. You must also provide sufficient documentation to demonstrate the amount you were charged for the specific activities that incurred data charges that you undertook as a result of the Data Breach.</i> |
| <input type="checkbox"/> Postage charges incurred as a result of the Data Breach | | | <i>Example: Receipts from the United States postal service or other shipping companies, along with an explanation of what you sent and why you sent it. You must explain what you sent to incur the charges, to whom you sent it, and why you sent it as a result of the Data Breach.</i> |

| THIS CHART MUST BE COMPLETED IF YOU ARE SEEKING ORDINARY OUT OF POCKET LOSSES OR EXTRAORDINARY LOSSES. FAILURE TO COMPLETE THE CHART MAY RESULT IN YOUR CLAIM BEING DENIED. | | | | |
|--|--------------|----------------|--|--|
| Loss Type (Check all that apply) | Date of Loss | Amount of Loss | Description of Supporting Documentation (Identify what you are attaching and why) | |
| <input type="checkbox"/> Gasoline charges for local travel incurred as a result of the Data Breach | | | <p><i>Example: Gasoline receipt for gasoline used driving to the police station to file a police report regarding the Data Breach.</i></p> <p><i>You are only entitled to claim reimbursement for the gasoline you used as a result of the Data Breach, which may be less than a full tank. You must describe where you drove, the distance you traveled, why the travel was connected to the Data Breach, and the portion of any gasoline receipt that you attribute to the trips that you made as a result of the Data Breach.</i></p> | |
| <input type="checkbox"/> Credit monitoring or other mitigative costs | | | <p><i>Example: Receipts or account statements reflecting charges incurred to view a credit report.</i></p> | |
| <input type="checkbox"/> Other unreimbursed out-of-pocket, costs, losses, and/or expenditures caused by the Data Breach (including, but not limited to, unreimbursed costs, losses, or expenditures incurred as a result of identity theft or identity fraud, falsified tax returns, real estate title fraud, banking fraud or other misuse of your information) | | | <p><i>Example: Receipts documenting out-of-pocket losses not set forth above, and an explanation of why the loss was more likely than not caused by the Data Breach and a statement that you made reasonable efforts to avoid or seek reimbursement for the loss, including exhaustion of all available credit monitoring insurance and identity theft insurance. Other losses could include, solely by way of example, the costs associated with addressing a fraudulent tax return or unemployment claim made in your name.</i></p> | |

CERTIFICATION AND SIGNATURE

By submitting this Claim Form, I certify that I am a Settlement Class Member and am eligible to make a claim in this settlement and that the information provided in this Claim Form and any attachments is true and correct. I do hereby swear (or affirm), under penalty of perjury, that the information provided above is true and accurate to the best of my knowledge and that any cash compensation or benefits I am claiming are based on losses or expenses I reasonably believe, to the best of my knowledge, were incurred as a result of the Data Breach.

I understand that this claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this Claim or additional information from me. I also understand that all claim payments are subject to the availability of settlement funds and may be reduced, depending on the type of claim and the determinations of the Settlement Administrator.

Name: _____

Signature: _____

Date: _____

EXHIBIT B

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

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

Plaintiffs,

v.

**GUNSTER, YOAKLEY &
STEWART, PA**

Defendant.

Case No. 25-CA-000550

[PROPOSED] AGREED FINAL APPROVAL ORDER AND JUDGMENT

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

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

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

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

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

IT IS HEREBY ORDERED THAT:

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

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

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

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

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

OBJECTIONS AND OPT-OUTS

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

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

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

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

CLASS CERTIFICATION

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

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

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

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

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

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

NOTICE TO THE SETTLEMENT CLASS

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

AWARD OF ATTORNEYS' FEES

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

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

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

OTHER PROVISIONS

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

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

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

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

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

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

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

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

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

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

decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Settlement Class Representatives and Settlement Class Members shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

The Settlement Class Representatives and Class Counsel acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

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

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

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

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

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

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

and Judgment shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into the Settlement. In such an event, the Parties shall be restored to their respective positions in the Action as if the Settlement Agreement had never been entered into (and without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue).

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

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

ENTERED:

DATED: _____, 2025

By: _____

EXHIBIT C

NOTICE OF CLASS ACTION SETTLEMENT

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

Mary Jane Whalen and Christine V. Rona v. Gunster, Yoakley & Stewart, PA,
Case No. 25-CA-000550

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

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

A settlement has been proposed (the “Settlement” or “Settlement Agreement”) with Gunster, Yoakley & Stewart, PA (“Gunster”) in a class action lawsuit about a security incident impacting Gunster (the “Data Breach”). This notice summarizes the proposed settlement. If you are a Settlement Class Member, there are benefits available to you from the proposed settlement. The settlement includes all individuals residing in the United States whose personal information was compromised, accessed, exfiltrated, or otherwise impacted by the Data Breach. **The easiest way to submit a claim under the Settlement is online at www.gysdatabreachsettlement.com.**

The settlement provides payments and other benefits to people who submit valid claims for lost time, certain documented out-of-pocket expenses, and additional credit monitoring services. More specifically, the settlement relief includes:

- Compensation for “Ordinary” Out-of-Pocket Losses and Ordinary Attested Time: If you have incurred unreimbursed costs, losses, or expenditures responding to the notice of Data Breach or in response to the Data Breach, you can make a claim for reimbursement for ordinary out-of-pocket losses and ordinary attested time up to \$2,500.00 in the aggregate, subject to the following:
 - Ordinary Out-of-Pocket Losses: Examples of ordinary out-of-pocket losses include: (i) costs associated with accessing or freezing/unfreezing credit reports with any credit-reporting agency; (ii) other miscellaneous expenses incurred related to any Ordinary Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; (iii) credit monitoring or other mitigative costs. To submit a valid claim, you must provide third-party documentation (not “self-prepared”) to support the unreimbursed cost, loss, or expenditure as well as a brief description of the documentation if the nature of the cost, loss, or expenditure is not apparent from the documentation alone.
 - Ordinary Attested Time: If you spent time responding to receiving notice of the Data Breach, you may also submit a claim for reimbursement for up to 7 hours of time at a rate of \$30.00/hour. To submit a valid claim, you must provide an attestation and brief description of the actions taken in response to receiving notice of the Data Breach and the time associated with each action.
- Compensation for “Extraordinary” Losses and Extraordinary Attested Time: If you believe you suffered identity theft, fraud, or other extraordinary losses, you may submit a claim for extraordinary losses and extraordinary attested time up to \$35,000.00 in the aggregate. The total amount of compensation you may

Questions? Visit www.gysdatabreachsettlement.com or Call 1-XXX-XXX-XXXX

claim for ordinary out-of-pocket losses, ordinary attested time, extraordinary losses, and extraordinary attested time cannot exceed \$35,000.00, subject to the following:

- **Extraordinary Losses:** Extraordinary losses are unreimbursed costs, losses, or expenditures that are fairly traceable to the Data Breach and that are not reimbursable as ordinary out-of-pocket losses. Examples of extraordinary losses include unreimbursed costs, losses, or expenditures incurred as a result of identity theft or identity fraud, falsified tax returns, real estate title fraud, banking fraud, or other possible misuse of your personal information. To submit a valid claim, you must provide third-party documentation (not “self-prepared”) to support the unreimbursed cost, loss, or expenditure as well as a brief description of the documentation if the nature of the cost, loss, or expenditure is not apparent from the documentation alone. Extraordinary Losses will be deemed “fairly traceable” if (1) the unreimbursed cost, loss, or expenditure was incurred in responding to the notice of the Data Breach or in response to the Data Breach and (2) the personal information used to commit identity theft, fraud, or other misuse consisted of the same type of personal information that was provided to Defendant prior to the Data Breach or that can be reasonably easily obtained on the basis of information that was provided to Defendant prior to the Data Breach.
- **Extraordinary Attested Time:** If you spent time remediating identity theft, fraud, or other misuse of your information related to the Data Breach, you may also submit a claim for reimbursement for up to 10 hours of time at a rate of \$30.00/hour. To submit a valid claim, you must provide an attestation and brief description of the actions taken to remedy identity theft, fraud, or other misuse of your information related to the Data Breach and the time associated with each action.
- **Credit Monitoring:** You can submit a claim for three years of three-bureau credit monitoring services, including dark web scanning, identity theft insurance, real-time credit monitoring with Equifax, Experian, and TransUnion, and access to fraud resolution agents.

The total amount of compensation that can be claimed for Ordinary Out-of-Pocket Losses, Ordinary Attested Time, Extraordinary Losses, and Extraordinary Attested Time cannot exceed \$35,000 per individual and the total amount of Attested Time (Ordinary and Extraordinary) cannot exceed 10 hours per person.

ALL BENEFITS (AND THE AMOUNT PAID TO SETTLEMENT CLASS MEMBERS UNDER THIS SETTLEMENT) MAY BE HIGHER OR LOWER DEPENDING ON THE TOTAL AMOUNT OF APPROVED CLAIMS.

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

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | | DEADLINE |
|--|---|-----------------------------|
| File a claim for Settlement Benefits | You must submit a claim form in order to receive credit monitoring and compensation for lost time and out-of-pocket expenses. Your claim form must include your Unique Class Member ID found on the postcard notice sent to you or available from the Settlement Administrator, or, if you believe your personal information was compromised, accessed, exfiltrated, or otherwise impacted in the Data Breach but you did not receive written notice from Gunster, you must include documentation demonstrating why you believe your information was compromised, accessed, exfiltrated, or otherwise impacted. For more detailed information, see Question 9. | 90 days from date of Notice |

Questions? Visit www.gysdatabreachsettlement.com or Call 1-XXX-XXX-XXXX

| | | |
|---|---|-----------------------------|
| Exclude yourself from the Settlement | <p>You can exclude yourself from the Settlement by informing the Settlement Administrator that you want to “opt-out” of the Settlement. If the Settlement becomes final, this is the only option that allows you to retain your rights to separately sue Gunster (or any other Released Parties) for claims related to the Data Breach. If you opt-out, you may not make a claim for benefits under the Settlement.</p> <p>For more detailed information, see Question 15.</p> | 60 days from date of Notice |
| Object to or comment on the Settlement | <p>You may object to the Settlement by writing to explain to the Court why you don’t think the Settlement should be approved. If you object, you will remain a Settlement Class Member, and if the Settlement is approved, you will be eligible for the benefits of the Settlement and give up your right to sue Gunster (or any other Released Parties) for claims related to the Data Breach, as described in the Settlement Agreement available on the Settlement website www.gysdatabreachsettlement.com.</p> <p>For more detailed information, see Question 16.</p> | 60 days from date of Notice |
| Do Nothing | <p>If you do nothing, you will not be entitled to any of the above-listed benefits. If the Settlement becomes final, you will give up your rights to sue Gunster (or any other Released Parties) separately for claims relating to the Data Breach or to continue to pursue any such claims you have already filed.</p> | |

These rights and options – **and how and when you need to exercise them** – are explained in this notice.

The Court that is presiding over 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.

Questions? Visit www.gysdatabreachsettlement.com or Call 1-XXX-XXX-XXXX

WHAT THIS NOTICE CONTAINS

| | |
|---|----------------|
| BASIC INFORMATION..... | Page 5 |
| 1. What is this notice, and why did I get it? | |
| 2. What is this lawsuit about? | |
| 3. Why is this a class action? | |
| 4. Why is there a Settlement? | |
| WHO IS PART OF THE SETTLEMENT? | Page 6 |
| 5. How do I know if I am part of the Settlement? | |
| SETTLEMENT BENEFITS..... | Page 6 |
| 6. What does the Settlement provide? | |
| 7. How will the Settlement help me protect against future identity theft and fraud? | |
| 8. What happens if the amount of claims exceeds the amount of the settlement? | |
| HOW DO YOU RECEIVE A BENEFIT?..... | Page 7 |
| 9. How do I file a claim for credit monitoring, Out-of-Pocket Expenses, or Lost Time? | |
| 10. How will claims be decided? | |
| 11. When will I get my payment? | |
| LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT..... | Page 8 |
| 12. What am I giving up as part of the Settlement? | |
| THE LAWYERS REPRESENTING YOU..... | Page 9 |
| 13. Do I have a lawyer in this case? | |
| 14. How will the lawyers be paid? | |
| EXCLUDING YOURSELF FROM THE SETTLEMENT..... | Page 9 |
| 15. How do I exclude myself from the Settlement? | |
| OBJECTING TO THE SETTLEMENT | Page 10 |
| 16. How do I tell the Court that I like or do not like the Settlement Agreement? | |
| GETTING MORE INFORMATION..... | Page 11 |
| 17. How do I get more information? | |

Questions? Visit www.gysdatabreachsettlement.com or Call 1-XXX-XXX-XXXX

BASIC INFORMATION

1. What is this notice, and why did I get it?

A Court authorized this notice to inform you how you may be affected by this proposed settlement. This notice describes the lawsuit, the general terms of the proposed settlement and what it may mean to you. This notice also explains how to participate in, or exclude yourself from, the Settlement if your information was compromised in the Data Breach.

For information on how to determine if you are a Settlement Class Member, and therefore eligible for benefits under this settlement, see Question 5.

2. What is this lawsuit about?

On November 27, 2022, Gunster determined that third-party cybercriminals had gained access to Gunster's systems (the "Data Breach"). The lawsuit claims that Gunster is responsible for the Data Breach. Specifically, Plaintiffs are bringing, on behalf of a putative nationwide class, negligence claims, breach of implied contract claims, unjust enrichment claims, breach of fiduciary duty claims, and claims under the Florida Deceptive and Unfair Trade Practices Act against Gunster. The crux of Plaintiffs' claims is that Gunster should be liable for allowing the Data Breach to occur because it should have had more stringent cybersecurity.

Gunster denies these claims and any wrongdoing. It contends that the Data Breach was carried out by a sophisticated threat actor(s) who was able to overcome Gunster's cybersecurity defenses. No court or other judicial entity has made any judgment or other determination of any wrongdoing by Gunster. The settlement was reached before Gunster filed its response to Plaintiffs' Complaint and before the Parties engaged in formal discovery (including the production of documents and presentation of witnesses for deposition). If litigation had continued, each party would have offered expert witnesses to testify as to whether Gunster's cybersecurity program was reasonable and whether Plaintiffs could prove damages on a class-wide basis. Gunster would also likely move for summary judgment, arguing that the undisputed evidence proves that Plaintiffs' claims would fail. Motion practice and discovery would create significant uncertainty as to whether Plaintiffs would be able to continue to assert claims on behalf of a nationwide class and whether Plaintiffs or Gunster would ultimately prevail in the litigation.

3. Why is this a class action?

In a class action, one or more people called "class representatives" sue on behalf of themselves and other people with similar claims. All of these people together are the "class" or "class members." Because this is a class action settlement, even persons who did not file their own lawsuit can obtain benefits provided under the settlement, except for those individuals who exclude themselves from the settlement class by the deadline.

4. Why is there a Settlement?

The Court has not decided in favor of Plaintiffs or Gunster. Instead, both sides agreed to a settlement after a lengthy mediation process overseen by a neutral mediator. Settlements avoid the costs and uncertainty of a trial and related appeals, while more quickly providing benefits to members of the settlement class. The class representatives appointed to represent the class and the attorneys for the settlement class ("Class Counsel," see Question 13) believe that the settlement is in the best interests of the Settlement Class Members.

WHO IS PART OF THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are a Settlement Class Member if your personal information was compromised, accessed, exfiltrated, or otherwise impacted by the Data Breach.

If you are not sure whether you are included in the settlement, you may call 1-888-8888 or Info@gysdatabreachsettlement.com with questions.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

The Settlement provides:

- Compensation for lost time addressing issues related to the Data Breach;
- Compensation for unreimbursed, out-of-pocket expenses;
- Three years of three-bureau credit monitoring (Question 7);
- Payment of costs of notifying Settlement Class Members and administering the Settlement;
- Payment of Attorneys' Fees, costs, and expenses, as approved by the Court (Question 14).
- Injunctive relief, including a number of security commitments by Gunster designed to prevent attacks similar to the Data Breach from occurring in the future.

Settlement Benefit: Cash Payment for Ordinary Attested Time: Settlement Class Members who spent time responding to the notice of the Data Breach or in response to the Data Breach can make a claim for reimbursement for up to 7 hours of time at a rate of \$30.00/hour.

To claim reimbursement for Ordinary Attested Time, you must provide an attestation and brief description of the actions taken in response to receiving notice of the Data Breach and the time associated with each action.

Settlement Benefit: Payment for Ordinary Out-of-Pocket Losses: Settlement Class Members who have documented out-of-pocket losses as a result of the Data Breach can make a claim for reimbursement up to \$2,500.00. Ordinary Out-of-Pocket Losses that are eligible for reimbursement include the following:

- costs associated with accessing or freezing/unfreezing credit reports with any credit reporting agency;
- 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
- credit monitoring or other mitigative costs.

To claim reimbursement for Ordinary Out-of-Pocket Losses, you must submit documentation supporting this claim, including, but not limited to credit card statements, bank statements, invoices, telephone records, and receipts.

The total amount of compensation you may claim for ordinary out-of-pocket losses and ordinary attested time cannot exceed \$2,500.00 in the aggregate.

Settlement Benefit: Cash Payment for Extraordinary Attested Time: Settlement Class Members who spent time remediating identity theft, fraud, or other misuse of personal information related to the Data Breach can make a claim for reimbursement for up to 10 hours of time at a rate of \$30.00/hour.

To claim reimbursement for Extraordinary Attested Time, you must provide an attestation and brief description of the actions taken to remedy identity theft, fraud, or other misuse of your information related to the Data Breach and the time associated with each action.

Settlement Benefit: Payment for Extraordinary Losses: Settlement Class Members that have documented identity theft, fraud, or other extraordinary losses that are fairly traceable to the Data Breach can make a claim for reimbursement of up to \$35,000.00. Extraordinary Losses that are eligible for reimbursement include unreimbursed costs, losses, or expenditures incurred as a result of identity theft or identity fraud, falsified tax returns, real estate title fraud, banking fraud, or other possible misuse of your personal information.

To claim reimbursement for Extraordinary Losses, you must submit documentation to support that the loss claimed was the result of the Data Breach.

The total amount of compensation that can be claimed for Ordinary Out-of-Pocket Losses, Ordinary Attested Time, Extraordinary Losses, and Extraordinary Attested Time cannot exceed \$35,000.00 per individual and the total amount of Attested Time (Ordinary and Extraordinary) cannot exceed 10 hours per person.

* * *

The Settlement Administrator will decide if your claim for Ordinary Attested Time, Ordinary Out-of-Pocket Losses, Extraordinary Attested Time, and/or Extraordinary Losses is valid. Only valid claims will be paid. The deadline to file a claim for Ordinary Attested Time, Ordinary Out-of-Pocket Losses, Extraordinary Attested Time, and/or Extraordinary Losses is **CLAIMS DEADLINE**. The amount of your claim may be reduced or increased depending on the total amount of claims. See Question 8.

7. How will the Settlement help me protect against future identity theft and fraud?

Settlement Class Members can submit a claim for three years of three-bureau credit monitoring services, including dark web scanning, identity theft insurance, real-time credit monitoring with Equifax, Experian, and TransUnion, and access to fraud resolution agents.

The deadline to file a claim for Credit Monitoring is **CLAIMS DEADLINE**. If you submit a valid claim form and elect to enroll in Credit Monitoring, you will receive enrollment instructions by email after the settlement is final. You must provide your e-mail on the Claim Form to receive this benefit.

8. What happens if the amount of claims exceeds the amount of the settlement?

The aggregate amount Gunster shall be responsible to pay under this Settlement Agreement is capped at \$8,500,000.00. If the total amount of Approved Claims made by Settlement Class Members, together with the Administration and Notice Costs and Attorneys' Fees, and Expenses, exceeds the aggregate cap, Approved Claims will be subject to a pro rata reduction such that the total amount of Settlement benefits paid by Gunster does not exceed the amount of the settlement.

HOW DO YOU RECEIVE A BENEFIT?

9. How do I file a claim for Credit Monitoring, Out-of-Pocket Expenses, Lost Time, or Cash Payments?

To file a claim for credit monitoring, for reimbursement for Ordinary Attested Time, Ordinary Out-of-Pocket Losses, Extraordinary Attested Time, and/or Extraordinary Losses, you will need to file a claim form with your Unique Class Member ID, which can be found on the post-card notice you received or by contacting the Settlement Administrator. If you believe your personal information was compromised, accessed, exfiltrated, or otherwise impacted in the Data

Breach but you did not receive written notice from Gunster, you must include documentation demonstrating why you believe your information was compromised, accessed, exfiltrated, or otherwise impacted.

The easiest way to submit a claim form is online, by filling out the form at <http://www.gysdatabreachsettlement.com/>. You can also download a paper claim form and return a completed claim form by mail addressed to:

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

The deadline to file a claim is **[CLAIMS DEADLINE]** (this is the last day to file online and the postmark deadline for mailed claims).

10. How will claims be decided?

The Settlement Administrator will decide whether the information provided on each Claim Form is complete and valid. The Settlement Administrator may require additional information. If you do not provide the additional information in a timely manner the claim will be considered invalid and will not be paid.

Approved Claims are those submitted in a timely manner and found to be valid by and in an amount approved by the Settlement Administrator.

Gunster's payments under the Settlement are subject to the aggregate cap discussed in Question 8.

11. When will I get my payment?

The Court will hold a hearing on **[FINAL APPROVAL DATE]** to decide whether to approve the Settlement Agreement. This hearing date and time may be moved without notice to the class. If the Court approves the Settlement Agreement, there may still be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT

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

If you make a claim under the Settlement, or if you do nothing, you will be releasing all of your claims relating to the Data Breach against Gunster and any Released Parties when the Settlement becomes final. By releasing your legal claims, you are giving up the right to file, or to continue to pursue, separate legal claims against or seek further compensation from Gunster or any Released Parties for any harm related to the Data Breach or the claims alleged in the lawsuits—whether or not you are currently aware of those claims.

Unless you exclude yourself from the Settlement (*see* Question 15), all of the decisions by the Court will bind you. That means you will be bound to the terms of the Settlement and accompanying court orders, and cannot bring a lawsuit or be part of another lawsuit against Gunster or any Released Parties regarding the Data Breach.

Paragraphs 2.31, 2.32, and 2.43 of the Settlement Agreement define the claims and parties that will be released by Settlement Class Members who do not exclude themselves from the Settlement. You can access the Settlement Agreement and read the specific details of the legal claims being released at www.gysdatabreachsettlement.com.

If you have any questions, you can contact the Settlement Administrator (*see* Question 17).

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

Yes. The Court appointed John A. Yanchunis of Morgan & Morgan and Brian Murray of Glancy Prongay & Murray LLP as Settlement Class Counsel. You will not be charged by these lawyers for their work on this case. If you want to be represented by your own lawyer, you may hire one at your own expense.

Settlement Class Counsel can be reached at **(813) 223-5505**.

14. How will the lawyers be paid?

Class Counsel has undertaken this case on a contingency-fee basis, meaning they have paid for all of the expenses in the case and have not been paid any money in relation to their work on this case. Accordingly, Class Counsel will ask the Court to award them Attorneys' Fees and Expenses. The Court will decide the final amount of Attorneys' Fees and Expenses to be paid. You will not have to separately pay any portion of these fees yourself. Class Counsel's request for Attorneys' Fees and Expenses (which must be approved by the Court) will be filed by **[DATE]** and will be available to view on the Settlement website at www.gysdatabreachsettlement.com. Any amount approved by the Court will be subject to the aggregate cap referenced in Question 8.

EXCLUDING YOURSELF FROM THE SETTLEMENT

15. How do I exclude myself from the Settlement?

If you are a member of the Settlement Class, you may exclude yourself from the Settlement (also known as "opting out"). If you exclude yourself, you will lose any right to participate in the Settlement, including any right to receive the benefits outlined in this notice.

If you decide on this option, you may keep any rights you have, if any, against Gunster, and you may file your own lawsuit against Gunster based upon the same legal claims that are asserted in this lawsuit, but you will need to find your own attorney at your own cost to represent you in that lawsuit. If you are considering this option, you may want to consult an attorney to determine your options.

IMPORTANT: You will be bound by the terms of the Settlement Agreement unless you submit a timely and signed written request to be excluded from the Settlement. To exclude yourself from the Settlement you must submit a "request for exclusion," postmarked or electronically submitted no later than **[DATE]**, as follows:

| | |
|---|--|
| <p>To submit the written request for exclusion via U.S. Mail, please send to:</p> <p>Whalen v. Gunster, Yoakley & Stewart, PA, Settlement Administrator – GUL PO Box 301132 Los Angeles, CA 90030-1132</p> | <p>To submit the written request for exclusion electronically, please scan or otherwise attach a photo of the completed request for exclusion and send to the following e-mail address:</p> <p>Info@gysdatabreachsettlement.com</p> |
|---|--|

The statement must contain the following information:

- (i) Identify the case name of the Action (“*Mary Jane Whalen and Christine V. Rona v. Gunster, Yoakley & Stewart, PA*, Case No. 25-CA-000550”);
- (ii) Identify the name and address of the individual seeking exclusion from the Settlement;
- (iii) Be personally signed by the individual seeking exclusion;
- (iv) Include a statement clearly indicating the individual’s intent to be excluded from the Settlement; and
- (v) Request exclusion only for that one individual whose personal signature appears on the request.

If you do not comply with these procedures and the deadline for exclusions, you will lose any opportunity to exclude yourself from the Settlement, and your rights will be determined in this lawsuit by the Settlement Agreement if it is approved by the Court.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I like or do not like the Settlement Agreement?

You can ask the Court to deny approval by filing an objection. You can’t ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must include:

- (i) The case name and number of the Action (“*Mary Jane Whalen and Christine V. Rona v. Gunster, Yoakley & Stewart, PA*, Case No. 25-CA-000550”);
- (ii) The name, address, and telephone number of the objecting Settlement Class Member and, if represented by counsel, of his/her counsel;
- (iii) A statement of whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
- (iv) A statement of the specific grounds for the objection; and
- (v) A statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

In addition to the foregoing requirements, if an objecting Settlement Class Member intends to speak at the Final Approval Hearing (whether *pro se* or through an attorney), the written objection must include a detailed description

of any evidence the objecting Settlement Class Member may offer at the Final Approval Hearing, as well as copies of any exhibits the objecting Settlement Class Member may introduce at the Final Approval Hearing.

To be considered by the Court, your written objection must be filed electronically with the Court by [DATE] or mailed, postmarked no later than [DATE], to the following addresses:

| Clerk of Court: | Defendant's Counsel: | Class Counsel: |
|---|--|---|
| 800 Twiggs Street, Edgecomb Courthouse Tampa, Florida 33602 | Kristine M. Brown Donald Houser ALSTON & BIRD LLP 1201 West Peachtree Street NW Suite 4900 Atlanta, GA 30309-3424 | John A. Yanchunis MORGAN & MORGAN COMPLEX LITIGATION GROUP 201 North Franklin Street 7th Floor Tampa, FL 33602 Brian Murray GLANCY PRONGAY & MURRAY LLP 230 Park Avenue, Suite 358 New York, NY 10169 bmurray@glancylaw.com |

If you do not comply with these procedures and the deadline for objections, you may lose any opportunity to have your objection considered at the Final Approval Hearing or otherwise to contest the approval of the settlement or to appeal from any orders or judgments entered by the Court in connection with the proposed settlement. You will still be eligible to receive settlement benefits if the settlement becomes final even if you object to the settlement.

The Court has scheduled a Final Approval Hearing to listen to and consider any concerns or objections from Settlement Class Members regarding the fairness, adequacy, and reasonableness of the terms of the Settlement Agreement. That hearing is currently scheduled to take place on [DATE and TIME] before the Honorable Christine Ann Marlewski, at the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida located in Edgecomb Courthouse, 800 E. Twiggs St., Tampa, Florida 33602. This hearing date and time may be moved without notice to the class. Please refer to the Settlement website www.gysdatabreachsettlement.com for notice of any changes.

GETTING MORE INFORMATION

17. How do I get more information?

If you have questions about this notice or the Settlement, you may go to the Settlement website at www.gysdatabreachsettlement.com or call [PHONE]. You can also contact the Settlement Administrator at Info@gysdatabreachsettlement.com or by mailing a letter to Gunster Data Breach Class Action Settlement Administrator, Whalen v. Gunster, Yoakley & Stewart, PA, Settlement Administrator – GUL PO Box 301132 Los Angeles, CA 90030-1132 Info@gysdatabreachsettlement.com for more information or to request that a copy of this document be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them

at **(813) 223-5505**. You may also seek advice and guidance from your own private lawyer at your own expense if you wish to do so.

This notice is only a summary of the lawsuit and the Settlement. Other related documents can be accessed through the Settlement website. If you have questions about the proposed settlement or wish to receive a copy of the Settlement Agreement but do not have access to the Internet to download a copy online, you may contact the Settlement Administrator. The Court cannot respond to any questions regarding this notice, the lawsuit, or the proposed settlement.

Please do not contact the Court, its Clerks, or Gunster

EXHIBIT D

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

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

Plaintiffs,

v.

**GUNSTER, YOAKLEY &
STEWART, PA**

Defendant.

Case No. 25-CA-000550

**DECLARATION OF CHRISTIE K.
REED IN SUPPORT OF SETTLEMENT
NOTICE PLAN**

I, Christie K. Reed, declare as follows:

1. I am a Vice President of Legal Notification Services for Verita Global, LLC (“Verita”) f/k/a KCC Class Action Services, LLC (“KCC”), 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. As such, I have personal knowledge of the matters set forth herein.

2. Verita’s 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 7,500 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,¹ and to detail the settlement notice program (the "Notice Plan" or "Notice Program") proposed here for the settlement in *Whalen v. Gunster, Yoakley & Stewart, PA*, Case No. 25-CA-000550.

4. Unless noted otherwise, capitalized terms have the same meaning ascribed to them as in the Settlement Agreement.

VERITA BACKGROUND AND EXPERIENCE

5. As an industry leader, Verita has been retained to administer more than 7,500 class actions and distributed settlement payments totaling well over a trillion dollars in assets. Our experience includes many of the largest and most complex administrations of both private litigation and of actions brought by state and federal government regulators. As such, we are familiar with, and guided by, Constitutional due process provisions, the Federal Rules of Civil Procedure, State Rules of Civil Procedure and the relevant case law relating to legal notification.

6. Verita has administered class action settlements for hundreds of consumer protection cases, including data breach cases. Some examples of data breach cases with which Verita has been involved 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 (Cir. 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.*,

¹ Verita acquired Gilardi & Co. LLC in 2015. KCC and Gilardi & Co. LCC rebranded as Verita Global, LLC in June 2024. This Declaration combines the class action notice and administration experience of both firms.

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); *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.).

NOTICE PLAN

7. The proposed Notice Plan has been designed to reach approximately 80% of likely Settlement Class Members via an individual notice and paid media campaign.

8. The expected reach of the Notice Program is consistent with other effective court-approved class certification notice programs and is designed to meet due process requirements. The Federal Judicial Center's (FJC's) Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide (the "FJC Checklist") considers 70% reach among class members to be a "high percentage" and reasonable.

9. It is my understanding the Settlement Class consists of approximately 746,000 Settlement Class Members, approximately 549,000 of which will be provided with direct notice to their last-known address. The remainder of the class will be provided with notice through a media campaign, as described below.

Class Definition

10. The Notice Plan is designed to provide notice to the following Settlement Class: all persons residing in the United States whose Personal Information was compromised, accessed, exfiltrated, or otherwise impacted by the Data Breach.

11. The Settlement Class specifically excludes: (i) Gunster, any Entity in which Gunster has a controlling interest, and individuals who at any time since November 27, 2022 served as Gunster directors or officers; (ii) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the Settlement.

Individual Notice

12. Defendant will provide Verita with the names and contact information for all persons identified by Gunster to be Settlement Class Members. This information comprises the “Class List” and is expected to contain approximately 549,000 names and last-known addresses.

13. A single-postcard Summary Notice will be sent to all Settlement Class Members on the Class List.

14. Prior to mailing, the addresses would be checked against the National Change of Address (NCOA)² database maintained by the United States Postal Service (USPS); certified via the Coding Accuracy Support System (CASS);³ and verified through Delivery Point Validation (DPV).⁴

² 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.

³ Coding Accuracy Support System is a certification system used by the USPS to ensure the quality of ZIP+4 coding systems.

⁴ 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.

15. Notices returned by USPS as undeliverable will be re-mailed to any address available through postal service forwarding order information, if appropriate. 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.

Media Campaign

16. The results of the individual notice effort will be continuously monitored and analyzed to confirm that the results fall within expectations. Should the results be less than expected, additional indirect notification methods will be added to ensure the notice program provides at least 80% of likely Settlement Class Members with an opportunity to see a notice.

17. Verita will implement a digital media campaign consisting of approximately 116,640,000 impressions. An impression is a metric that counts the number of times a user sees a website or other digital content, such as a digital advertisement. The digital ads will be purchased programmatically and distributed on various websites and mobile apps on multiple ad exchanges (e.g., Google Display Network), as well as Facebook and Instagram. The types and formats of the advertisements might include banners ads, in-line image ads, and other types of advertisements specific to each platform. The digital ads will be targeted to adults 18 years of age or older nationwide. The text of these digital ads will allow users to identify themselves as potential Settlement Class Members and provide a direct link to the case-specific website for more information.

Response Mechanisms

18. Verita will establish and maintain a case-specific website to allow likely Settlement Class Members to obtain additional information and documents about the Settlement

and file a Claim Form online. The settlement website will allow users to read, download, and print the Settlement Agreement, Preliminary Approval Order, Long-Form Notice, and Claim Form, as well as other important documents and deadlines. Settlement Class Members will also be able to review a list of Frequently Asked Questions (FAQs) and Answers (which will match the Long Form Notice) and file a claim online. The website address will be displayed in the Claim Form, Long-Form Notice, and Short Form Notice.

19. Verita will establish a case-specific toll-free number to allow Settlement Class Members to call and learn more about the case in the form of frequently asked questions and request a Long Form Notice and/or Claim Form be mailed to them. The toll-free number will be displayed in the Long-Form Notice, Short Form Notice, Claim Form, and on the settlement website.

20. Verita will establish and monitor a settlement mailbox and e-mail address where Settlement Class Members may submit hard copy Claim Forms, exclusion requests and other case correspondence to allow Settlement Class Members to easily correspond with Verita.

CONCLUSION

21. In my professional opinion, the Notice Plan proposed for this case is the best notice that is practicable under the circumstances.

22. In Verita's experience, this notice is also consistent with other settlement notice programs in analogous cases. The expected reach of the Notice Plan is also consistent with other effective court-approved settlement notice programs and is designed to meet due process requirements. The Federal Judicial Center's *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* considers 70-95% reach among class members to be a "high percentage" and reasonable.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this 6th day of February, 2025, at Lakewood, CA.



Christie K. Reed

EXHIBIT E

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

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

Plaintiffs,

v.

**GUNSTER, YOAKLEY &
STEWART, PA**

Defendant.

Case No. 25-CA-000550

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

This matter is before the Court for consideration of whether the Settlement reached by the Parties should be preliminarily approved, the proposed Settlement Class preliminarily certified, and the proposed plan for notifying the Settlement Class approved. Having reviewed the proposed Settlement, together with its exhibits, and based upon the relevant papers and all prior proceedings in this matter, the Court has determined the proposed Settlement satisfies the criteria for preliminary approval, the proposed Settlement Class should be preliminarily certified, and the proposed notice plan approved.¹ The Parties agree with the relief afforded by this Agreed Preliminary Approval Order in response to the Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement. Accordingly, good cause appearing in the record, **IT IS HEREBY ORDERED THAT:**

¹ Unless otherwise indicated, capitalized terms used herein have the same meaning as in the Settlement.

Provisional Certification of The Settlement Class

(1) The Court provisionally certifies the following Settlement Class:

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

This Settlement Class is provisionally certified for purposes of settlement only.

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

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

predominate over any questions affecting only individual members; and f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this controversy.

(4) The Court finds that the Plaintiffs, Mary Jane Whalen and Christine V. Rona will likely satisfy the requirements of Rule 1.220(a)(4) and should be designated and appointed as the Settlement Class Representatives.

(5) John A. Yanchunis of Morgan & Morgan and Brian Murray of Glancy, Prongay & Murray LLP are designated as Class Counsel as they will likely satisfy the requirements of Rule 1.220(a)(4).

Preliminary Approval of the Proposed Settlement

(6) Upon preliminary review, the Court finds the proposed Settlement is fair, reasonable, and adequate, otherwise meets the criteria for approval, and warrants issuance of notice to the Settlement Class. In making this determination, the Court has considered the benefits to the Settlement Class, the specific risks faced by the Settlement Class in prevailing on Plaintiffs claims, the stage of the proceedings at which the Settlement was reached, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, and all of the other factors required by Rule 1.220. Accordingly, the proposed Settlement is preliminarily approved.

Final Approval Hearing

(7) A Final Approval Hearing shall take place before the Court on _____, 2025, at ____ a.m./p.m at 800 E Twiggs St, Edgecomb Courthouse, Tampa, FL 33602 Courtroom #502, 13th Judicial Circuit Court of Florida to determine, among other things, whether: (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to Fla. R. Civ. P.

1.220(a) and (b)(3); (b) the Settlement should be finally approved as fair, reasonable and adequate and, finally approved; (c) Settlement Class Members should be bound by the releases set forth in the Settlement; (d) This action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; and (e) the application of Class Counsel for an award of attorney's fees, costs, and expenses should be approved. Any other matters the Court deems necessary and appropriate will also be addressed at the hearing. The hearing may be re-scheduled without further notice to the class.

(8) Class Counsel shall submit their application for Attorneys' Fees and Expenses no later than thirty-five (35) days before the Objection Deadline.

Administration

(9) Verita Global, LLC ("Verita") f/k/a KCC Class Action Services, LLC is appointed as the Settlement Administrator, with responsibility for collecting, reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members, and all other obligations of the Settlement Administrator as set forth in the Settlement. All Administration and Notice Costs incurred by the Settlement Administrator will be paid out of the Settlement Fund, as provided in the Settlement.

Notice to the Class

(10) The Notice Plan (Ex. D), along with the Claim Form, Long Notice Form, and Short Notice, attached to the Settlement as Exhibits A, C, and F, respectively, satisfy the requirements of due process and Florida law and are hereby approved. Non-material modifications to these exhibits may be made without further order of the Court. The Settlement Administrator is directed to carry out the Notice Plan and to perform all other tasks that the Settlement requires.

(11) The Court finds that the proposed form, content, and method of giving notice to the Settlement Class as described in the Notice Plan, Short Notice, Long Notice, and Claim Form: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy all applicable requirements of due process and Florida law. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

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

Exclusions from the Class

(12) Any individual that wishes to be excluded from the Settlement must submit a written notification of such intent either electronically or by United States mail to the designated address established by the Settlement Administrator, postmarked or submitted electronically no later than sixty (60) days after the Notice Date (the “Opt-Out Deadline”). The written notification must include the name of this Action (*Whalen v. Gunster, Yoakley & Stewart, PA*, Case No. 25-CA-000550 (Fla. 13th Cir. Ct.)); the full name and address of the individual seeking exclusion from the Settlement; be personally signed by the individual seeking exclusion; include a statement in the body of the document clearly indicating the individual’s intent to be excluded from the Settlement; and request exclusion only for that one individual whose personal signature appears on the request. To submit electronically, individuals requesting exclusion should prepare the written notification as required above and scan an image or take a photo of the written notification

and attach it to an e-mail to the Settlement Administrator. Any individual who does not submit a valid and timely request for exclusion in the manner described herein shall be bound by the Settlement, including all releases and covenants therein, as well as all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

(13) All individuals who submit valid and timely requests for exclusion from the Settlement shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Settlement; (iii) gain any rights by virtue of the Settlement; or (iv) be entitled to object to any aspect of the Settlement.

(14) The Settlement Administrator shall provide the parties with copies of all requests for exclusion promptly upon receipt, a weekly report which includes a summary of the number of requests for exclusion, and, within five (5) Business Days after the Opt-Out Deadline, a final list of all that have timely and validly excluded themselves from the Settlement Class in accordance with the terms of the Settlement and herein. Prior to the Final Approval Hearing, the Settlement Administrator shall also prepare and execute a declaration identifying each individual who timely and validly requested exclusion from the Settlement.

Objections to the Settlement

(15) A Settlement Class Member that complies with the requirements of this Order may object to the Settlement.

(16) No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless a written objection is submitted to the Court on or before the Objection Deadline, which shall be sixty (60) days after the Notice Date. For the objection to be considered by the Court, the written objection must include:

- a. the case name and number of the Action (*Whalen v. Gunster, Yoakley & Stewart, PA*, Case No. 25-CA-000550 (Fla. 13th Cir. Ct.));
- b. the name, address, and telephone number of the objecting Settlement Class Member and, if represented by counsel, of his/her counsel;
- c. a statement of whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
- d. a statement of the specific grounds for the objection; and
- e. a statement identifying whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

(17) In addition to the foregoing requirements, if an objecting Settlement Class Member intends to speak at the Final Approval Hearing (whether *pro se* or through an attorney), the written objection must include a detailed description of any evidence the objecting Settlement Class Member may offer at the Final Approval Hearing, as well as copies of any exhibits the objecting Settlement Class Member may introduce at the Final Approval Hearing.

(18) A written notice of objection may be either: (1) electronically filed in the Action's electronic docket on or before the Objection Deadline; or (2) sent via first class, postage-prepaid United States Mail, postmarked no later than the Objection Deadline to: (a) the Clerk of Court; (b) Class Counsel; and (c) Defendant's Counsel at the addresses listed below:

| Clerk of Court: | Defendant's Counsel: | Class Counsel: |
|---|---|---|
| Clerk of Court 800 Twiggs Street, Edgecomb Courthouse Tampa, Florida 33602 | Kristine M. Brown Donald Houser ALSTON & BIRD LLP 1201 West Peachtree Street NW Suite 4900 | John A. Yanchunis MORGAN & MORGAN COMPLEX LITIGATION GROUP 201 North Franklin Street 7th Floor |

| | | |
|--|------------------------|---|
| | Atlanta, GA 30309-3424 | Tampa, FL 33602 Brian Murray GLANCY PRONGAY & MURRAY LLP 230 Park Avenue, Suite 358 New York, NY 10169 bmurray@glancylaw.com |
|--|------------------------|---|

(19) Any Settlement Class Member who fails to object to the Settlement in the manner described herein shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or the terms of this Order by appeal or any other means.

Claims Process and Distribution Plan

(20) The Settlement establishes a process for assessing and determining the validity and value of claims and a methodology for paying Settlement Class Members that submit a timely, valid Claim Form. The Court preliminarily approves this process.

(21) Settlement Class Members that qualify for and wish to submit a claim shall do so in accordance with the requirements and procedures specified in the Settlement, including the requirements and procedures in the Claim Form. If the Settlement is finally approved, all Settlement Class Members that qualify for any benefit under the Settlement, but who fail to submit a claim in accordance with the requirements and procedures specified in the Settlement, including the requirements and procedures in the Claim Form, shall be forever barred from receiving any such benefit. Such Class Members, however, will in all other respects be subject to and bound by the provisions of the Settlement, including the releases included in the Settlement, and the Final

Approval Order and Judgment.

Termination of the Settlement and Use of this Order

(22) This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions existing immediately before this Court entered this Order, if the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date. In such event, the Settlement shall become null and void and be of no further force and effect, and neither the Settlement (including any Settlement-related filings) nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

(23) If the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date, then this Order shall be of no force or effect; shall not be construed or used as an admission, concession, or declaration by or against Gunster or any Gunster Persons of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission, concession, or declaration by or against any Settlement Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable; and shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims he or she may have in this Action or in any other lawsuit

Stay of Proceedings

(24) Except as necessary to effectuate this Order, this matter and any deadlines set by the Court in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order and Judgment, or until further order of this Court.

Continuance of Final Approval Hearing

(25) The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Settlement Administrator.

Actions By Settlement Class Members

(26) The Court stays and enjoins, pending Final Approval of the Settlement, any actions, lawsuits, or other proceedings brought by Settlement Class Members against Gunster or any Gunster Persons related to the Data Breach.

Summary of Deadlines

(27) The Settlement, as preliminarily approved in this Order, shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement and this Order include but are not limited to the following:

| ACTION | DEADLINE |
|---|--|
| Notice Date | 60 days after entry of this Preliminary Approval Order |
| Motion for Attorneys' Fees and Expenses | 35 days prior to Objection Deadline |
| Claims Deadline | 90 days after Notice Date (<i>i.e.</i> , 150 days after entry of this Preliminary Approval Order) |
| Opt-Out/ Exclusion Deadline | 60 days after Notice Date (<i>i.e.</i> , 120 days after entry of this Preliminary Approval Order) |

| | |
|---|--|
| Objection Deadline | 60 days after Notice Date (<i>i.e.</i> , 120 days after entry of this Preliminary Approval Order) |
| Final Approval Brief and Response to Objections Due | 35 days prior to Final Approval Hearing |
| Final Approval Hearing | |

IT IS SO ORDERED this ____ day of _____, 2025.

EXHIBIT F

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

Court Approved Legal Notice
Whalen v. Gunster, Yoakley & Stewart, PA,
Case No. 25-CA-000550

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

[CLASS MEMBER NAME]
[ADDRESS LINE 1]
[ADDRESS LINE 2]
[CITY, STATE ZIP]

Unique Class Member ID:

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

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

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

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

How To Get Benefits: You must submit a claim form, including any required documentation. The deadline to file a claim form is **Month XX, 2025**. You can easily file a claim online at <http://www.gysdatabreachsettlement.com>. You can also get a paper claim form at the website or by calling toll free 1-xxx-xxxx, and file by mail. When filing your claim use your unique Class Member ID (printed on the front of this notice).

Your Other Options: If you file a claim form, object to the Settlement and/or Attorneys' Fees and Expenses, or do nothing, you are choosing to stay in the Settlement Class. You will be legally bound by all orders of the Court and you will not be able to start, continue, or be part of

any other lawsuit against Gunster or Released Parties about the Data Breach. If you don't want to be legally bound by the Settlement or receive any benefits from it, you must exclude yourself by **Month XX, 2025**. If you do not exclude yourself, you may object to the Settlement and/or Attorneys' Fees and Expenses by **Month XX, 2025**. The Court has scheduled a hearing in this case for **Month XX, 2025**, to consider whether to approve the Settlement, Attorneys' Fees and Expenses, as well as any objections. This date may be changed without further notice. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. The Motion for Attorneys' Fees and Expenses will be posted on the website after it is filed. For complete information about all of your rights and options, as well as claim forms, the Long Form Notice and Settlement Agreement, visit <http://www.gysdatabreachsettlement.com>, or call **1-xxx-xxx**.