

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Terry Lampkin and Shondreika Brown (“Plaintiffs”), individually and on behalf of the Settlement Class, and Estrella Franchising, LLC d/b/a Estrella Insurance (“Defendant”) (collectively the “Parties”), in the actions *Lampkin v. Estrella Franchising, LLC d/b/a Estrella Insurance*, Case No. 2025-004099-CA01 (Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County) and *Brown v. Estrella Franchising, LLC d/b/a Estrella Insurance*, Case No. 2025-004978-CA-01 (Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County) (together, the “Actions”).

RECITALS

WHEREAS, on March 10, 2025, Plaintiff Lampkin filed a complaint against Defendant in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, relating to a data security incident affecting Defendant (the “*Lampkin Action*”);

WHEREAS, on March 20, 2025, Plaintiff Brown filed a complaint against Defendant in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, relating to the same data security incident (the “*Brown Action*”);

WHEREAS, upon the execution of this Agreement, Plaintiff Lampkin will dismiss the *Lampkin Action* without prejudice, and an amended complaint will be filed in the *Brown Action* incorporating Plaintiff Lampkin;

WHEREAS, Defendant denies the allegations and causes of action pled in the Actions, including but not limited to averments of standing, liability, injury, damages, wrongdoing, or certifiability of a class under the Florida Rules of Civil Procedure or otherwise; and

WHEREAS, following prolonged and extensive arm’s length negotiations, the Parties reached an agreement of the essential terms of a settlement;

WHEREAS this Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or fact alleged by Plaintiffs in these Actions or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Released Parties or admission of the validity or lack thereof of any claim, allegation, or defense asserted in these Actions or any other action.

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Actions and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

I. DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

1. “Approved Claim” means the timely submission of a Claim Form by a Participating Settlement Member that has been approved by the Settlement Administrator subject to the Claims Review Process.

2. “Defendant’s Counsel” means Alfred Saikali and Jennifer McLoone of Shook, Hardy & Bacon LLP.

3. “Claim Form” means the form(s) Participating Settlement Class Members must submit to be eligible for Extraordinary Losses, Unreimbursed Losses, Lost Time, and/or Credit Monitoring, under the terms of the Settlement, which form is attached hereto as **Exhibit 3**, or form(s) approved by the Court substantially similar to **Exhibit 3**.

4. “Claims Deadline” means the deadline by which Settlement Class Members must submit valid Claim Form(s), which deadline is ninety (90) days after the Notice Deadline.

5. “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms, which will end ninety (90) days after the Notice Deadline.

6. “Claims Review Process” means the process for reviewing and determining whether claims are valid as set forth in Paragraph 45.

7. “Court” means the Circuit Court for the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

8. “Credit Monitoring Services” means the credit monitoring services described in Paragraph 41, which include one (1) year of one-bureau credit monitoring and \$1 million in identity theft insurance, among other features.

9. “Effective Date” means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment, or entry of the Final Approval Order and Judgment if no person or entity has standing to appeal or seek reconsideration; (ii) if there is an appeal or appeals or reconsideration sought, the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review; or (iii) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order and Judgment, and the Final Approval Order and Judgment is no longer subject to judicial review. Notwithstanding the above, any order modifying or reversing any attorneys’ fees, costs, and expenses or Service Award to a Class Representative shall not affect the “Effective Date” or any other aspect of the Final Approval Order and Judgment.

10. “Extraordinary Losses” means monetary losses that meet the following conditions: (i) The loss is an actual, documented and unreimbursed monetary loss caused by (A) misuse of the Settlement Class Member’s Personal Information or (B) fraud associated with the Settlement Class Member’s Personal Information; (ii) The loss noted in i.(A) or i.(B) was more likely than not caused by the Security Incident; (iii) The loss occurred between January 22, 2025 and seven days after the Court-approved notice of settlement is sent to the Settlement Class; and (iv) The loss is not already covered by the Ordinary Loss or Lost Time categories and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all of the Settlement Class Member’s credit monitoring insurance and identity theft insurance.

11. “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Settlement Class Counsel in satisfaction of any request or claim for payment of attorneys’ fees, costs, and litigation expenses in connection with this Action.

12. “Final Approval Order and Judgment” means an order and judgment that the Court enters, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the *Brown* Action with prejudice, and otherwise satisfies the settlement-related provisions of the Florida Rules of Civil Procedure and is consistent with all material provisions of this Agreement.

13. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Florida Rule of Civil Procedure 1.220 and whether to issue the Final Approval Order and Judgment.

14. “Litigation Costs and Expenses” means costs and expenses incurred by Settlement Class Counsel and their law practices in connection with commencing, prosecuting, and settling the Action.

15. “Lost Time” means time Settlement Class Members spent monitoring accounts or otherwise dealing with issues related to the Security Incident, up to a maximum of four (4) hours at \$25.00/hour, supported by an attestation that the activities were related to the Security Incident, as set forth in Paragraph 42.

16. “Notice” means notice of the proposed class action Settlement to be provided to Settlement Class Members, substantially in the forms attached hereto as **Exhibit 1** (“Short Form Notices”) and **Exhibit 2** (“Long Form Notice”)

17. “Notice Deadline” means the last day by which Notice must issue to the Settlement Class Members, and will occur no later than thirty (30) days after entry of the Preliminary Approval Order.

18. “Notice and Administrative Expenses” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing for undeliverable notices, processing claims, determining the eligibility of a person to be a Settlement Class Member, and administering, calculating and distributing payments to Settlement Class Members who submit valid Claim Forms. Notice and Administrative Expenses also includes all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

19. “Objection Deadline” is the last day on which a Settlement Class Member may file an objection to the Settlement, which will be sixty (60) days after the Notice Deadline.

20. “Opt Out” means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion, (ii) who does not rescind that Request for Exclusion prior to the Opt-Out Deadline, and (iii) as to which there is not a successful challenge to the Request for Exclusion.

21. “Opt-Out Deadline” is the last day on which a Settlement Class Member may submit a Request for Exclusion, which will be sixty (60) days after the Notice Deadline.

22. “Ordinary Loss” means documented ordinary losses incurred or spent between January 22, 2025 and seven days after the Court-approved notice of settlement is sent to the Settlement Class and includes out of pocket expenses incurred as a result of the Security Incident, including unreimbursed bank fees, long distance phone and cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage or gasoline for local travel, and Fees for credit reports, credit monitoring or other identity theft insurance products purchased as a result of the Security Incident.

23. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline, as set forth in Paragraph 54.

24. “Personal Information” means information that identifies an individual or in combination with other information can be used to identify, locate, or contact an individual. The term “Personal Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

25. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement

under Florida Rule of Civil Procedure 1.220, and determining that the Court will likely be able to certify the Settlement Class for purposes of resolving this Action. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit 4**.

26. “Released Claims” means any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that relate to or arise from the Security Incident, the operative facts alleged in the Actions, including the complaints and any amendment thereto, Defendant’s information security policies and practices, or Defendant’s maintenance or storage of Personal Information, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

27. “Released Parties” means Defendant and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, owners, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant’s and these entities’ respective predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, servants, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns. Each of the Released Parties may be referred to individually as a “Released Party.”

28. “Releasing Parties” and a “Releasing Party” means the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their respective behaves.

29. “Request for Exclusion” means a writing by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice and as described below in Paragraph 54.

30. “Security Incident” means the January 2025 cybersecurity incident affecting Defendant.

31. “Service Award Payment” means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in these Actions as set forth in Paragraph 67.

32. “Settlement” means the settlement of these Actions by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

33. “Settlement Administrator” means Atticus Administration LLC, subject to Court approval.

34. “Settlement Class” means all individuals residing in the United States whose

Personal Information was accessed as a result of cybersecurity incident Defendant experienced in or around January 2025.

35. “Settlement Class Counsel” means Andrew Shamis of Shamis & Gentile, P.A., Joseph Kanee of Edelsberg Law, P.A. and Manuel Hiraldo of Hiraldo P.A.

36. “Settlement Class List” means the list of the names and current or last known address information for Settlement Class Members Defendant used to inform individuals of the Security Incident, to the extent reasonably available, which Defendant shall provide to the Settlement Administrator within ten (10) days of entry of the Preliminary Approval Order.

37. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class.

38. “Settlement Class Representatives” means Terry Lampkin and Shondreika Brown.

39. “Settlement Payment” or “Settlement Check” mean the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Participating Settlement Class Member pursuant to the claims process set forth in Paragraph 46.

40. “Settlement Website” means the website the Settlement Administrator will establish and use to provide Settlement Class Members with information about the Settlement and relevant case documents and deadlines, as set forth in Paragraph 52.

II. SETTLEMENT BENEFITS AND REIMBURSEMENT

41. **Credit Monitoring Services.** Settlement Class Members shall be offered an opportunity to enroll in Credit Monitoring Services provided through Experian, including \$1,000,000 in identity theft protection insurance.

42. **Cash Benefits.** Defendant will pay Approved Claims for Ordinary Losses and Lost Time as well as Extraordinary Losses as described below. Settlement Class Members who submit a valid and timely Claim Form may choose from all applicable claim categories below.

- a. **Claims for Compensation for Ordinary Losses** up to a total of \$1000.00 per claimant, upon submission of a valid claim with supporting documentation for out-of-pocket losses incurred or spent between January 22, 2025 and seven days after the Court approved notice of settlement is sent to the Class:
 - i. *Out of pocket documented expenses incurred as a result of the Security Incident, including unreimbursed bank fees, long distance phone and cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage or gasoline for local travel;*
 - ii. *Documented fees for credit reports, credit monitoring or other identity theft insurance products purchased as a result of the Security Incident;*

- b. **Claims for Compensation for Lost Time.** Settlement Class Members who spent time monitoring accounts or otherwise dealing with issues related to the Security Incident can submit a claim for reimbursement of \$25.00 per hour up to 4 hours (for a total of \$100) provided they provide an attestation on the Claim Form that the activities they performed were related to the Security Incident.
- c. **Claims for Extraordinary Losses** up to a total of \$5,000.00 per Settlement Class Member in compensation on submission of a valid and timely Claim Form with supporting documentation and an attestation for monetary losses that meet the following conditions:
 - i. The loss is an actual, documented and unreimbursed monetary loss caused by (A) misuse of the Settlement Class Member's Personal Information or (B) fraud associated with the Settlement Class Member's Personal Information;
 - ii. The loss noted in i.(A) or i.(B) was more likely than not caused by the Security Incident;
 - iii. The loss occurred between January 22, 2025 and seven days after the Court approved notice of settlement is sent to the Class;
 - iv. The loss is not already covered by the Ordinary Loss or Lost Time categories and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all of the Settlement Class Member's credit monitoring insurance and identity theft insurance.

43. **Business Practice Commitments.** Defendant will provide a confidential declaration to Settlement Class Counsel describing its security safeguards and its steps to enhance existing security protocols. The cost of such enhancements will be paid by Defendant separate and apart from all other settlement benefits.

VI. CLAIMS PROCESS AND PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

44. **Submission of Electronic and Hard Copy Claims.** Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) Days after the Effective Date or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel.

45. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent a claim for Credit Monitoring Services, Ordinary Losses, Lost Time, or Extraordinary Losses is valid.

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.
- b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.
- c. In determining whether claimed Ordinary Losses and Extraordinary Losses are more likely than not caused by the Security Incident, the Settlement Administrator will consider (i) the timing of the alleged loss and whether it occurred on or after January 22, 2025; (ii) whether the alleged loss for the specific Participating Settlement Class Member, involved the types of information for that individual that may have been affected in the Security Incident; (iii) the explanation of the Settlement Class Member as to why the alleged loss was caused by the Security Incident; and (iv) other factors the Settlement Administrator reasonably finds to be relevant.
- d. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.
- e. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- f. To the extent the Settlement Administrator determines that a timely claim for Credit Monitoring Services, Ordinary Losses, Lost Time, or Extraordinary Losses by a Settlement Class Member is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Settlement Class Member within ten (10) days of that determination. For individuals submitting a Claim Form who are not Settlement Class Members, the Settlement Administrator need not provide a cure opportunity. The Settlement Administrator may consult with the Parties in making these determinations.
- g. If a Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Settlement Class Member may request an appeal in writing, including any supporting documents. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.

46. Payment.

- a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Credit Monitoring Services, Ordinary Losses, Lost Time, and Extraordinary Losses and also provide funding instructions to Defendant. Within forty-five (45) days of receiving this accounting, Defendant or its representative shall transmit the funds needed to pay Approved Claims for Credit Monitoring Services, Ordinary Losses, Lost Time, and Extraordinary Losses in accordance with the terms of this Agreement.
- b. Payments issued by the Settlement Administrator for Approved Claims for Ordinary Losses, Lost Time, and Extraordinary Losses shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described in Paragraph 46.a.
- c. All Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

47. Timing. Settlement Checks shall bear the legend that they expire if not negotiated within ninety (90) days of their issue date.

48. Returned Checks. For any Settlement Check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall, within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable, send an e-mail to and/or telephone that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of issuance and thereafter will automatically be canceled and deemed void if not cashed by the Participating Settlement Class Members within that time.

49. Voided Checks. In the event a Settlement Check becomes void, the Participating Settlement Class Member to whom that Settlement Check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Participating Settlement Class Member. No later than one hundred and twenty (120) days after the issuance of the last Settlement Check, the Settlement Administrator shall take all steps necessary to stop payment on any Settlement Checks that remain uncashed. Any funds retained by the Settlement Administrator as a result of voided checks shall be used towards the costs of administration of the Settlement.

IX. SETTLEMENT CLASS NOTICE

50. **Timing of Notice.** Within ten (10) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members for whom it has a valid email address or mailing address. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

51. **Form of Notice.** Notice shall be disseminated via postcard through First Class U.S. mail to Settlement Class Members on the Settlement Class List. Notice shall also be provided on the Settlement Website. The Notice mailed to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached hereto as **Exhibit 1**. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed, Settlement Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (e.g., skip trace) to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such Court approval.

52. **Settlement Website.** The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiffs' motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs' motion for an award of attorneys' fees, costs and expenses, and service awards, and the operative complaint in the *Brown* Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

53. **Cost of Notice and Administration.** Defendant will pay for the Notice and Administrative Expenses, which will be paid separately from costs associated with providing the Settlements benefits in Paragraphs 41-43.

X. OPT-OUTS AND OBJECTIONS

54. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The Notice also must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

- a. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement.
- b. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Participating Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.
- c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt Outs.
- d. All persons who Opt Out shall not receive any benefits or be bound by the terms of this Agreement.

55. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or request for attorneys' fees and Litigation Costs and Expenses by filing written objections with the Court no later than the Objection Deadline. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and (vi) the signature of the Settlement Class Member or the Settlement Class Member's attorney. The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator postmarked or emailed no later than the Objection Deadline. Any Settlement Class Member who does not file a timely and adequate objection in accordance with this paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the *Brown* Action. The exclusive means for any challenge to the Agreement shall be through the provisions of this paragraph. Within seven (7) days after the Objection Deadline, the Claims Administrator shall provide the Parties with all objections submitted.

XI. DUTIES OF THE SETTLEMENT ADMINISTRATOR

56. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;

- b. Causing the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and orders of the Court;
- c. Performing National Change of Address searches on the Settlement Class List and/or skip tracing on undeliverable notices;
- d. Providing Notice to Settlement Class Members via U.S. mail;
- e. Establishing and maintaining the Settlement Website;
- f. Establishing and maintaining a toll-free telephone line with interactive voice response for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries in a timely fashion;
- g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;
- h. Reviewing, determining the validity of, and processing all claims submitted consistent with the terms of this Agreement;
- i. Receiving and reviewing Requests for Exclusion and objections from Settlement Class Members. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendant's Counsel;
- j. Working with the provider of Credit Monitoring Services to receive and send activation codes to Settlement Class Members who submitted valid claims for Credit Monitoring Services after the Effective Date;
- k. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- l. Providing weekly or other periodic reports to Settlement Class Counsel and Defendant's Counsel that include information regarding claims, objections, Opt Outs and other data agreed to between Settlement Class Counsel, Defendant's Counsel and the Settlement Administrator;
- m. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- n. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator.

XII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

57. **Certification of the Settlement Class.** For purposes of this Settlement only, and in the context of this Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Excluded from the Settlement Class are (i) Defendant, its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge. Should: (1) the Settlement not receive final approval from the Court, (2) the Effective Date not occur, or (3) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendant reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Settlement Class Representative as the representatives for the Settlement Class.

58. **Preliminary Approval.** Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court within forty-five (45) days. Settlement Class Counsel shall provide Defendant's counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit 4**.

59. **Final Approval.** Settlement Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than 120 days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Defendant's counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed.

60. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute between the Parties arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator consents to the jurisdiction of the Court for this purpose and any dispute between or among the Settlement Administrator, Plaintiffs, and/or Defendant.

XIII. MODIFICATION AND TERMINATION

61. **Modification.** The terms and provisions of this Agreement may be amended,

modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members or Defendant under this Agreement.

62. **Termination.** If more than 100 members of the Settlement Class exclude themselves from the settlement (i.e., opt-out), Defendant, in its sole discretion, may terminate this settlement. Defendant will bear all costs for which it is responsible under this settlement through the date of termination, including all costs and fees then due and owing to the Settlement Administrator. For the avoidance of doubt, Defendant will not be obligated to pay attorneys' fees and costs or service award if Defendant terminates the settlement under this provision. Additionally, Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): (1) within fourteen (14) days of the Court's refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court's refusal to enter the Final Approval Order and Judgment in any material respect, or (3) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court.

63. **Effect of Termination.** In the event of a termination as provided in Paragraph 62, this Agreement shall be considered null and void, all of the Parties' obligations under the Agreement shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Actions as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated.

XIV. RELEASES

64. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims.

65. **Unknown Claims.** The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Actions and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE

RELEASE AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

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

66. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representative and other Participating Settlement Class Members shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

XV. SERVICE AWARD PAYMENTS

67. **Service Award Payments.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion seeking a service award payment for the Settlement Class Representative in recognition for their contributions to these Actions. Defendant agrees not to oppose Settlement Class Counsel's request for a service award not to exceed One Thousand Two Hundred Fifty (\$1,250) to each of the Class Representatives (\$2,500.00 in total). To the extent more than \$2,500.00 total in service awards is sought for the Settlement Class Representative, Defendant reserves all rights to object and oppose such a request. Defendant shall pay the Court-approved service award to an account established by Settlement Class Counsel within thirty (30) days after the Effective Date. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the service awards. Defendant's obligations with respect to the Court-approved service awards shall be fully satisfied upon transmission of the funds into the account established by Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of service awards. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any service awards. This amount was negotiated after the primary terms of the settlement were negotiated.

68. **No Effect on Agreement.** The finality or effectiveness of the Settlement, including the Final Approval Order and Judgment, shall not depend on the amount or timing of service awards approved and awarded by the Court or any appeal thereof. The amount and timing of

service awards is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

XVI. ATTORNEYS' FEES, COSTS, EXPENSES

69. **Attorneys' Fees and Costs and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion for an award of attorneys' fees and litigation costs and expenses, as well as Service Awards, to be paid by Defendant. Defendant agrees not to oppose Settlement Class Counsel's request for an award of attorneys' fees and Litigation Costs and Expenses not to exceed One Hundred Twenty Five Thousand Dollars (\$125,000). Defendant shall pay the Court-approved attorneys' fees and expenses to an account established by Settlement Class Counsel within thirty (30) days after the Effective Date. Settlement Class Counsel will ensure payment instructions are provided through secure processes. The attorneys' fees and Litigation Costs and Expenses will be allocated by Settlement Class Counsel. Defendant's obligations with respect to the Court-approved attorneys' fees and Litigation Costs and Expenses shall be fully satisfied upon transmission of the funds into the account established by Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of attorneys' fees or Litigation Costs and Expenses. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any attorneys' fees or Litigation Costs and Expenses. The amount of attorneys' fees and Litigation Costs and Expenses was negotiated after the primary terms of the Settlement were negotiated.

70. **No Effect on Agreement.** The finality or effectiveness of the Parties' Settlement shall not depend on the amount or timing of attorneys' fees and Litigation Costs and Expenses approved and awarded by the Court or any appeal thereof. The amount and timing of attorneys' fees and Litigation Costs and Expenses are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount or timing of attorneys' fees or Litigation Costs and Expenses shall constitute grounds for termination of this Agreement.

XVII. NO ADMISSION OF LIABILITY

71. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or that could have been made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

72. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs

or any Settlement Class Member, including any Settlement Class Member who opts out of the Settlement; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by the Released Parties in the Actions, or any Settlement Class Member who opts out of the Settlement, or in any proceeding in any court, administrative agency or other tribunal.

XVIII. MISCELLANEOUS

73. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

74. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties, including counsel for the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and consistent with any orders of the Court in this proceeding, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

75. **Resolution.** The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Actions. The Parties each agree that the Settlement and this Agreement were negotiated in good faith and at arm's-length and reflects a Settlement reached voluntarily after consultation with legal counsel of their choice.

76. **Other Litigation.** Plaintiffs and Settlement Class Counsel will not cooperate with or encourage any action or filing of claims against Defendant or any Released Parties related to any of the allegations or claims alleged in the Actions.

77. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.

78. **Singular and Plurals.** As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates and reasonably dictates.

79. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

80. **Construction.** For the purpose of construing or interpreting this Agreement, this Agreement is to be deemed to have been drafted equally by all Parties and shall not be construed strictly for or against any Party.

81. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good

faith to effectuate the Settlement described in this Agreement.

82. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement between the Parties, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

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

84. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Florida, without regard to choice of law principles.

85. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

86. **Notices.** All notices to Settlement Class Counsel and counsel for Defendant provided for herein, shall be sent by email to:

Andrew Shamis
SHAMIS & GENTILE, P.A.
ashamis@shamisgentile.com

Joseph Kanee
EDELSBERG LAW, P.A.
joseph@edelsberglaw.com

Manny Hiraldo
HIRALDO P.A.
mhiraldo@hiraldolaw.com

All notices to Defendant provided for herein, shall be sent by email to:

Alfred Saikali
Jennifer McLoone
Shook, Hardy & Bacon LLP
asaikali@shb.com
jmcloone@shb.com

The notice recipients and addresses designated above may be changed by written notice to the other Party.

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

Agreement.

SIGNATURES

Terry Lampkin

By: _____

Date: _____

Shondreika Brown

By: _____

Date: _____

Estrella Franchising, LLC d/b/a Estrella Insurance

By: _____

Date: _____

Approved as to form by:

SHAMIS & GENTILE, P.A.

Counsel for Plaintiffs and the Settlement Class

By: _____
Andrew Shamis

Date: _____

SHOOK, HARDY & BACON LLP

Counsel for Defendant

By: _____

Date: _____

— EXHIBIT 1 —

**To all persons
whose personal
information may
have been
accessed during an
January 2025
cybersecurity
incident that
impacted Estrella, a
proposed class
action settlement
may affect your
rights.**

For more information
on the proposed
settlement, including
how to submit a
claim, exclude
yourself, or submit
an objection, please
visit [Website URL](#).

*A state court has
authorized this
Notice.*

*This is not a
solicitation from a
lawyer.*

Estrella Security
Incident [Settlement
admin address]

«ScanString»

Postal Service: Please do not mark barcode.

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

Brown et al v. v. Estrella Franchising, LLC d/b/a Estrella Insurance, Case No. 2025-004978-CA-01 (11th Judicial Circuit, Miami-Dade County, Fla.)

Why am I receiving this notice? You are receiving this Notice because the records of Defendant Estrella Franchising, LLC d/b/a Estrella Insurance (“Estrella”) show your personal information may have been accessed during a cybersecurity incident Estrella experienced in January 2025 (“Security Incident”). You are therefore likely a Settlement Class Member eligible to receive benefits under this Settlement.

What are the Settlement Benefits? Under the Settlement, Estrella will pay all valid and timely claims for Credit Monitoring, Ordinary Losses, Lost Time, and Extraordinary Losses summarized below:

- Credit Monitoring – 1 years of credit monitoring and identity protection services.
- Ordinary Losses– Up to a total of \$1000 per claimant.
- Lost Time Claim - \$25.00 per hour for up to 4 hours (for a total of \$100).
- Extraordinary Losses- Up to a total of \$5,000 per claimant.

Please visit www.xxx.com for a full description of the Settlement benefits and documentation requirements.

How do I Submit a Claim Form for Benefits? You must submit a Claim Form, available at www.xxx.com to be eligible to receive a Settlement benefit. Your completed Claim Form must be **submitted online, or mailed to the Settlement Administrator and postmarked, by [DATE](#)**.

What are my other options? If you **Do Nothing**, you will be legally bound by the terms of the Settlement, and you will release your claims against Estrella and other Released Parties as defined in the Settlement Agreement. You may **Opt-Out** of or file an objection to the Settlement by [DATE](#). Please visit www.xxx.com for more information on how to Opt-Out and exclude yourself from or Object to the Settlement.

Do I have a Lawyer in this Case? Yes, the Court appointed Andrew Shamis of Shamis & Gentile, P.A. and Joseph Kanee of Edelsberg Law, P.A. to represent you and other members

of the Settlement Class. You will not be charged directly for these lawyers; instead, they will receive compensation from Estrella (subject to Court approval). If you want to be represented by your own lawyer, you may hire one at your own expense.

The Court's Final Approval Hearing. The Court is scheduled to hold a Final Approval Hearing on **DATE**, to consider whether to approve the Settlement, service awards for the Class Representatives (of \$1,250 to each class representative), and a request for attorneys' fees and expenses (up to \$125,000) for Settlement Class Counsel. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to

This notice is only a summary. For more information, visit WWW.insert or call toll-free 1-XXX-XXX-XXXX.

— EXHIBIT 2 —

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Circuit Court of the 11th Judicial District for Miami-Dade County, Florida
Brown et al. v. Estrella Franchising, LLC d/b/a Estrella Insurance,
Case No. 2025-004978-CA-01

IF YOUR PERSONAL INFORMATION WAS POTENTIALLY IMPACTED BY A CYBERSECURITY INDICENT THAT ESTRELLA EXPERIENCED IN JANUARY 2025, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS

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

- A Settlement has been reached with Estrella Franchising, LLC d/b/a Estrella Insurance (“Estrella” or “Defendant”) in a class action lawsuit about a cybersecurity incident that occurred in or around January 2025 (“Security Incident”).
- The lawsuit is captioned *Brown et al. v. Estrella Franchising, LLC d/b/a Estrella Insurance*, Case No. 2025-004978-CA-01 (11th Judicial Circuit, Miami-Dade County, Fla.). Estrella denies the allegations and all liability or wrongdoing with respect to any and all facts and claims alleged in the lawsuit but has agreed to a settlement to avoid the costs and risks associated with continuing this case.
- You are included in this Settlement if you are a Settlement Class Member. A Settlement Class Member is an individual who resides in the United States and whose personal information was impacted by the cybersecurity incident that affected Estrella in or around January 2025.
- If a Settlement Class Member, your rights are affected whether you act or don’t act. Please read this Notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	<p>The only way to receive cash and other benefits from this Settlement is by submitting a valid and timely Claim Form.</p> <p>You can submit your Claim Form online at _____or download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p>	_____, 2025
OPT OUT OF THE SETTLEMENT	<p>You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can elect to retain your own legal counsel at your own expense. If you opt out you will not be able to participate in the cash and other benefits from the Settlement.</p>	_____, 2025
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	<p>If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for benefits.</p>	_____, 2025
DO NOTHING	<p>Unless you opt out of the settlement, you are part of the Settlement. If you do nothing, you will not get a payment from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.</p>	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

WHAT THIS NOTICE CONTAINS

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BASIC INFORMATION

1. Why was this Notice issued?

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

The lawsuit is captioned *Brown et al. v. Estrella Franchising, LLC d/b/a Estrella Insurance*, Case No. 2025-004978-CA-01 (11th Judicial Circuit, Miami-Dade County, Fla.). The persons that filed this lawsuit are called the “Plaintiffs” and the company they sued, Estrella, is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that personal information was impacted by the cybersecurity incident that affected Estrella in or around January 2025 (“Security Incident”).

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals who sue are known as “Class Representatives” or “Plaintiffs.” Together, the people included in the class action are called a “class” or “class members.” One court resolves the lawsuit for all settlement class members, except for those who exclude themselves (sometimes called, “opting out”) from a settlement. In this Settlement, the Class Representatives are Terry Lampkin and Shondreika Brown.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or the Defendant. The Defendant denies all claims and contends that it has not violated any laws. Plaintiffs and the Defendant agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible to claim payments and other benefits. The Plaintiffs and their attorneys, who also represent the Settlement Class Members, think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. Who is included in the Settlement?

The Settlement Class consists of all individuals residing in the United States whose personal information was accessed as a result of cybersecurity incident Defendant experienced in or around January 2025.

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are (i) Estrella, its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge.

If you are not sure whether you are included in the Settlement Class, you can ask for free help by calling, emailing or writing to the Settlement Administrator at:

Toll-Free: 1-XXX-XXX-XXXX

[email address]

Estrella Settlement, c/o Settlement Administrator, [address].

You may also view the Settlement Agreement and Release (“Settlement Agreement”) at [Website URL].

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

Under the Settlement, Estrella will pay all valid and timely claims for Credit Monitoring, Ordinary Losses, Lost Time, and Extraordinary Losses.

8. How much will my payment be?

Payments and other benefits will vary - Settlement Class Members may submit a claim using the Claim Form for: (1) 1 year of credit monitoring; (2) Ordinary Loss Claims – up to a total of \$1000 per claimant; (3) Lost Time - \$25.00 per hour for up to 4 hours (for a total of \$100); and (4) Extraordinary Loss Claims- up to a total of \$5,000 per claimant.

Credit Monitoring Services. All Settlement Class Members shall have the ability to make a claim for 1 year of one-credit-bureau credit monitoring services and identity protection services by choosing this benefit on the Claim Form. Even if Settlement Class Members previously accepted the Defendant’s offer of complimentary credit monitoring services, they may still claim this benefit.

Ordinary Losses up to a total of \$1000 per claimant, upon submission of a valid claim with supporting documentation for out-of-pocket losses incurred or spent between January 22, 2025 and seven days after the Court approved notice of settlement is sent to the Settlement Class, including: i) Out of pocket expenses incurred as a result of the Security Incident, including unreimbursed bank fees, long distance phone and cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage or gasoline for local travel; and ii) Fees for credit reports, credit monitoring or other identity theft insurance products purchased as a result of the Security Incident.

Lost Time Claims for reimbursement of \$25.00 per hour up to 4 hours (for a total of \$100) an attestation on the Claim Form that the activities performed were related to the Security Incident.

Extraordinary Losses up to a total of \$5,000 per Settlement Class Member in compensation on

submission of a valid and timely claim for monetary losses that meet the following conditions: i) The loss is an actual, documented and unreimbursed monetary loss caused by (A) misuse of the Settlement Class Member's Personal Information or (B) fraud associated with the Settlement Class Member's Personal Information; ii) The loss noted in i.(A) or i.(B) was more likely than not caused by the Security Incident; iii) The loss occurred between January 22, 2025 and seven days after the Court approved notice of settlement is sent to the Class; iv) The loss is not already covered by the Ordinary Loss or Lost Time categories and v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all of the Settlement Class Member's credit monitoring insurance and identity theft insurance, if any.

9. What claims am I releasing if I stay in the Settlement Class?

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The "Releases" section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at [\[Website URL\]](#).

HOW TO GET A PAYMENT - MAKING A CLAIM

10. How do I submit a claim and get a cash payment?

Claim Forms may be submitted online at [\[Website URL\]](#) or printed from the website and mailed to the Settlement Administrator at: *Estrella Settlement*, c/o Settlement Administrator, [\[address\]](#).

You may also contact the Settlement Administrator to request a Claim Form by telephone 1-XXX-XXX-XXXX, by email [\[Email Address\]](#), or by U.S. mail at the address above.

11. What is the deadline for submitting a claim?

If you submit a claim by U.S. mail, the completed and signed Claim Form must be postmarked by [\[Deadline Date\]](#). If submitting a Claim Form online, you must do so by [\[Deadline Date\]](#).

12. When will I get my payment?

The short answer is – after the Settlement is “finally approved” and challenges, if any, to that approval are finally resolved. The Court is scheduled to hold a final approval hearing on _____,

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [\[Website URL\]](#)

2025 to decide whether to approve the Settlement, how much attorneys' fees and costs to award to Settlement Class Counsel for representing the Settlement Class, and whether to award a Service Award to the Class Representative who brought this Action on behalf of the Settlement Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed as soon as possible, if and when the Court grants final approval to the Settlement and after any appeals are resolved.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes, the Court appointed Andrew Shamis of Shamis & Gentile, P.A., Joseph Kanee of Edelsberg Law, P.A. and Manuel Hiraldo of Hiraldo P.A. to represent you and other members of the Settlement Class ("Settlement Class Counsel"). You will not be charged directly for these lawyers; instead, they will receive compensation from Estrella (subject to Court approval).

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

14. Should I get my own lawyer?

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

15. How will the lawyers be paid?

Settlement Class Counsel will file a motion for an award of attorneys' fees and litigation costs and expenses to be paid by Estrella. Estrella has agreed not to oppose Settlement Class Counsel's request for an award of attorneys' fees and litigation costs and expenses not to exceed One Hundred and Twenty-Five Thousand Dollars (\$125,000). If Settlement Class Counsel seeks more than \$125,000 in attorneys' fees and expenses, Estrella has reserved all rights to object and oppose such requests.

Settlement Class Counsel will also seek a service award payment for the Class Representatives in recognition for their contributions to this Action. Estrella has agreed not to oppose Settlement Class Counsel's request for service awards not to exceed One Thousand Two Hundred Fifty (\$1,250) for each of the Class Representatives. To the extent more than \$1,250 in service awards is sought for each of the Class Representatives, Estrella has reserved all rights to object and oppose such a

request.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called “opting out” of the Settlement Class. The deadline for requesting exclusion from the Settlement is **[Deadline Date]**.

To exclude yourself from the Settlement, you must submit a written request for exclusion to the Court that includes the following information:

- the case name: *Brown et al. v. Estrella Franchising, LLC d/b/a Estrella Insurance*, Case No. 2025-004978-CA-01 (11th Judicial Circuit, Miami-Dade County, Fla.);
- your full name;
- current address;
- personal signature; and
- the words “Request for Exclusion” or a comparable statement that you do not wish to participate in the Settlement.

Your request for exclusion must be mailed to the Settlement Administrator at the address below, postmarked no later than **[Deadline Date]**.

Estrella Settlement Administrator
ATTN: Exclusion Request
[address]

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You may only exclude yourself – not any other person.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

17. How do I tell the Court if I like or do not like the Settlement?

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it, whether that be to the Settlement benefits, the request for attorneys’ fees or service awards, the releases provided to the Defendant, or some other

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit **[Website URL]**

aspect of the Settlement. Through an objection, you give reasons why you think the Court should not approve the Settlement.

For an objection to be considered by the Court, the objection must include: (i) the name of the proceedings; (ii) the Settlement Class Member's full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and (vi) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

Any Settlement Class Member who does not file a timely and adequate objection in accordance with the above paragraph waives the right to object to the Settlement at the Final Approval Hearing, and shall be bound by the terms of the Settlement Agreement and by all orders and judgments in the Action.

Objections must be filed with the Court no later than **[Deadline Date]**.

Clerk of the Court
73 W. Flagler Street
Miami, Florida
33130

18. What is the difference between objecting and excluding?

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

THE COURT'S FINAL APPROVAL HEARING

19. When is the Court's Final Approval Hearing?

The Court is scheduled to hold a final approval hearing on _____, **2025** at _____ **a.m./p.m. E.T.**, at **[address/via zoom]**, Courtroom ____, to decide whether to approve the Settlement, how much attorneys' fees and costs to award to Settlement Class Counsel for representing the Settlement Class, and whether to award a service award payment to each Class Representative who brought this Action on behalf of the Settlement Class. If you are a Settlement Class Member, you or your attorney may ask permission to speak at

the hearing at your own cost. If you do not like the Settlement, remember you may object to it but you have to follow certain requirements (see Question 17). The date and time of this hearing may change without further notice. Please check [www._____](#) for updates.

20. Do I have to come to the Final Approval Hearing?

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

IF I DO NOTHING

21. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties, as defined in the Settlement Agreement, about the legal issues resolved by this Settlement. In addition, you will be bound by the releases of the Released Parties in the Settlement and not be eligible to receive a payment from this Settlement.

GETTING MORE INFORMATION

22. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, [\[Website URL\]](#).

If you have additional questions, you may contact the Settlement Administrator by email, phone, or mail:

Email: [\[Email Address\]](#)

Toll-Free: 1-[XXX-XXX-XXXX](#)

Mail: Estrella Settlement Administrator, [\[address\]](#)

Questions? Call 1-[XXX-XXX-XXXX](#) Toll-Free or Visit [\[Website URL\]](#)

Publicly filed documents can also be obtained by visiting the office of the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida or by reviewing the Court's online docket. For those planning to visit the Court for more information, please contact the Court for its regular business hours and for any costs associated with obtaining documents maintained by the Court.

You may also contact your counsel in this matter, the Settlement Class Counsel, as follows:

Andrew Shamis
SHAMIS & GENTILE, P.A.
ashamis@shamisgentile.com

Joseph Kanee
EDELSBERG LAW, P.A.
joseph@edelsberglaw.com

Manuel Hiraldo
HIRALDO P.A.
mhiraldo@hiraldolaw.com

PLEASE DO NOT CONTACT THE COURT OR ESTRELLA

— EXHIBIT

3 —

**Your claim must be
submitted online or
postmarked by:
[DEADLINE]**

Circuit Court of the 11th Judicial District for Miami-Dade
County, Florida

Brown et al v. v. Estrella Franchising, LLC d/b/a Estrella Insurance,
Case No. 2025-004978-CA-01

CLAIM FORM

GENERAL INSTRUCTIONS

Complete this Claim Form if you are a Settlement Class Member and you wish to receive Settlement benefits. You are a member of the Settlement Class and eligible to submit a Claim Form if:

You are an individual who resides in the United States and your personal information was accessed during a cybersecurity incident Estrella experienced in or around January 2025 (“Security incident”).

Excluded from the Settlement Class are (i) Estrella, its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge.

Settlement Class Members may submit a claim form for: (1) 1 year of credit monitoring; (2) Ordinary Loss Claims – up to a total of \$1000 per claimant; (3) Lost Time - \$25.00 per hour for up to 4 hours (for a total of \$100); and (4) Extraordinary Loss Claims- up to a total of \$5,000 per claimant.

Credit Monitoring Services. All Settlement Class Members shall have the ability to make a claim for 1 year of credit monitoring services and identity protection services.

Ordinary Losses up to a total of \$1000.00 per claimant, upon submission of a valid claim with supporting documentation for out-of-pocket losses incurred or spent between January 22, 2025 and seven days after the Court approved notice of settlement is sent to the Settlement Class, including: i) Out of pocket expenses incurred as a result of the Security Incident, including unreimbursed bank fees, long distance phone and cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage or gasoline for local travel; and ii) fees for credit reports, credit monitoring or other identity theft insurance products purchased because of the Security Incident.

Lost Time Claims for reimbursement of \$25.00 per hour up to 4 hours (for a total of \$100) with an attestation on the Claim Form that the activities performed were related to the Security Incident.

Extraordinary Losses up to a total of \$5,000.00 per Settlement Class Member in compensation on submission of a valid and timely claim form with supporting documentation and an attestation on the claim form for monetary losses that meet the following conditions: i) The loss is an actual, documented and unreimbursed monetary loss caused by (A) misuse of the Settlement Class Member’s Personal Information or (B) fraud associated with the Settlement Class Member’s Personal Information; ii) The loss noted in i.(A) or i.(B) was more likely than not caused by the Security Incident; iii) The loss occurred between January 22, 2025 and seven days after the Court approved notice of settlement is sent to the Settlement Class; iv) The loss is not already covered by the Ordinary Loss or Lost Time categories and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all of the Settlement Class Member’s credit

QUESTIONS? VISIT WWW.COURTCLERK11THJUDICIALDISTRICTMID.FL.COM OR CALL TOLL-FREE 1-XXX-XXX-XXXX

monitoring insurance and identity theft insurance.

This Claim Form may be submitted electronically *via* the Settlement Website at [redacted] or completed and mailed, including any supporting documentation, to: *Estrella Security Incident Settlement Administrator*, [redacted].

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

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

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Telephone Number

Notice ID Number, if known

II. ORDINARY LOSSES AND LOST TIME SELECTION

☐ Check this box if you are requesting compensation for **Ordinary Losses** up to a total of \$1000.00.

***You must submit supporting documentation demonstrating actual, unreimbursed monetary loss.**

Complete the chart below describing the supporting documentation you are submitting.

<i>Description of Documentation Provided</i>	<i>Amount</i>
<i>Example: Receipt for credit score repair services</i>	<i>\$100</i>

QUESTIONS? VISIT [WWW.\[redacted\].COM](http://WWW.[redacted].COM) OR CALL TOLL-FREE 1-[redacted]

TOTAL AMOUNT CLAIMED	

- ☐ Check this box if you spent time monitoring accounts or otherwise dealing with issues related to the Security Incident. You can submit a claim for reimbursement of \$25.00 per hour up to 4 hours (for a total of \$100).

By checking the box above, you are attesting the activities you performed were related to the Security Incident.

Indicate the number of hours spent: ☐ 1 Hour ☐ 2 Hours ☐ 3 Hours or ☐ 4 Hours

III. EXTRAORDINARY LOSSES SELECTION

- ☐ Check this box if you are requesting compensation for **Extraordinary Losses** up to a total of \$5,000.00. By checking this box, you are attesting the losses you incurred were a result of actual identity theft related to the Security Incident

***You must submit supporting documentation demonstrating actual, unreimbursed monetary loss and meeting the other criteria set forth above.**

Complete the chart below describing the supporting documentation you are submitting.

Description of Documentation Provided	Amount
<i>Example: Receipt for fees paid to attorney to address IRS contacts</i>	<i>\$100</i>
TOTAL AMOUNT CLAIMED:	

IV. CREDIT MONITORING SERVICES

- ☐ Check this box if you wish to enroll in one-bureau credit monitoring services for 1 year, which includes, among other things, \$1,000,000 in identity theft insurance.

V. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used should you be eligible to receive a Settlement payment:

☐ **PayPal** - Enter your PayPal email address: _____

☐ **Venmo** - Enter the mobile number associated with your Venmo account----- _____

☐ **Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: _____ - _____ - _____ or Email Address: _____

☐ **Virtual Prepaid Card** - Enter your email address: _____

☐ **Physical Check** - Payment will be mailed to the address provided in Section I above.

YOU WILL RECEIVE A VERIFICATION EMAIL REGARDING YOUR DIGITAL PAYMENT. YOU MUST VERIFY AND AUTHENTICATE YOUR PAYMENT INFORMATION IN ORDER TO RECEIVE A DIGITAL PAYMENT. IF YOU DO NOT VERIFY AND AUTHENTICATE YOUR INFORMATION, A PAPER CHECK WILL BE SENT TO YOU.

VI. ATTESTATION & SIGNATURE

I swear and affirm under the laws of the United States that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below. I understand my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date

— EXHIBIT

4 —

**IN THE CIRCUIT COURT FOR THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

-----x
Shondreika Brown and Terry Lampkin, individually and on
behalf of all others similarly situated,

Plaintiffs

Case No.: 2025-004978-CA-01

-against-

Estrella Franchising, LLC d/b/a Estrella Insurance,
Defendant

-----x
Before the Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (**Doc. No. _**) (the "Motion"), the terms of which are set forth in a Settlement Agreement between Plaintiffs and Defendant Estrella Franchising, LLC d/b/a Estrella Insurance ("Estrella," and, together with Plaintiff, the "Parties"), with accompanying exhibits attached to Plaintiffs' Memorandum of Law in Support of the Motion (the "Settlement Agreement").¹

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

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

All individuals residing in the United States whose personal information was accessed as a result of cybersecurity incident Defendant experienced in or around January 2025 ("Security Incident").

Excluded from the Settlement Class are (i) Defendant, its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the

¹ All defined terms in this Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge. Pursuant to Florida Rule of Civil Procedure 1.220(e), the Court finds giving notice to the Settlement Class is justified. The Court finds it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all requirements of Rule 1.220.

Specifically, the Court provisionally finds for settlement purposes only 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 Representative are typical, and the Settlement Class Representative seeks similar relief as the claims of the Settlement Class Members; (d) the Settlement Class Representative will fairly and adequately protect the interests 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 Litigation.

2. **Settlement Class Representative and Settlement Class Counsel.** The Court finds that Plaintiffs Terry Lampkin and Shondreika Brown will likely satisfy the requirements of Rule 1.220(a) and should be appointed as the Settlement Class Representatives. Additionally, the Court finds Andrew Shamis of Shamis & Gentile, P.A., Joseph Kanee of Edelsberg Law, P.A. and Manuel Hiraldo of Hiraldo P.A. will likely satisfy the requirements of Rule 1.220(a) and should be appointed as Settlement Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly the Settlement is preliminarily approved. In making this

determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of evidence of collusion in the Settlement, the effectiveness of the proposed method for notifying and distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the equitable treatment of the Settlement Class Members under the Settlement, and all of the other factors required by Rule 1.220 and relevant case law.

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

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 202__, at [address/via zoom], where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved; (c) this action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Settlement Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved; (f) the Action should be dismissed with prejudice; and (g) the application of the Settlement Class Representative for a Service Award should be approved.

6. **Settlement Administrator.** The Court appoints Atticus Administration LLC as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires.

The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice.** The proposed notice program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement as **Exhibits 1, 2, and 3** are hereby approved. Non-material modifications to these Exhibits consistent with this Order may be made by the Settlement Administrator in consultation and agreement with the Parties, and without further order of the Court.

8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and to claim benefits provided under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members; (d) meet all applicable requirements of law, including Rule 1.220; and (e) meet the requirements of the Due Process Clause(s) of the United States and Florida Constitutions. The Court further finds that the Notice provided for in the Settlement Agreement 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 program in conformance with the Settlement Agreement.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely submit a written request to the

designated address established by the Settlement Administrator in the manner provided in the Notice. The written request must clearly manifest a person's intent to be excluded from the Settlement Class, as set forth in the Settlement Agreement, and must be submitted individually, i.e, one request is required for every Settlement Class Member seeking exclusion. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Deadline, which is no later than sixty (60) days from the Notice Deadline, and as stated in the Notice.

Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall furnish to Class Counsel and to Defendant's Counsel a complete list of all timely and valid requests for exclusion.

If a Final Approval Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely requests to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

10. **Objections and Appearances.** A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written objection by the Objection Deadline and as stated in the Notice. The Notice shall instruct Settlement Class Members who wish to object to the Settlement Agreement to file their objections with the Court by the Objection Deadline. Any such objections to the Settlement Agreement must be written and must include all of the following: i) the name of the proceedings; (ii) the Settlement Class Member's full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the

objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and (vi) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

To be timely, written notice of an objection must be filed with the Clerk of Court by the Objection Deadline, which is no later than sixty (60) days from the Notice Deadline.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action, and shall be precluded from seeking any review of the Settlement Agreement and/or Final Approval Order and Judgment by appeal or other means. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement or the Final Approval Order and Judgment shall be pursuant to appeal under the Florida Rules of Appellate Procedure and not through a collateral attack.

11. **Claims Process.** Settlement Class Counsel and Estrella have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

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

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Approval Order and Judgment is entered, all Settlement Class Members who qualify for

any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Approval Order and Judgment, including the releases contained therein

12. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties and of no force or effect if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) the Effective Date does not occur. In such event, (i) the Parties shall be restored to their respective positions in the Action prior to execution of the Settlement Agreement and shall jointly request all scheduled Action deadlines be reasonably extended by the Court to avoid prejudice to any Party or Party's counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

13. **Use of Order.** This Preliminary Approval shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the propriety of certifying any class in the Action. Nor shall this Preliminary Approval Order be i) construed or used as an admission, concession, or declaration by or against the Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or ii) as a waiver by any Party of any defense or claims they may have in this Action or in any other lawsuit.

14. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the

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

15. **Stay of Litigation.** All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending the Final Approval Hearing and the order issuing therefrom.

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

<u>Event</u>	<u>Deadline</u>
Defendant Provides Class Member Information To Claims Administrator	Within Ten (10) Days Of Entry Of Preliminary Approval Order
Deadline For Claims Administrator To Begin Sending Short Form Notice (By First Class USPS Mail)	Within Thirty (30) Days Of Entry Of Preliminary Approval Order (“Notice Deadline”)
Motion for Attorneys’ Fees, Costs, Expenses, and Service Award to Be Filed by Settlement Class Counsel	At Least 14 Days Prior To Opt-Out/ Objection Dates
Opt-Out/Objection Date Deadlines	60 Days After Notice Deadline
Claims Administrator Provides Parties With List Of Timely, Valid Opt-Outs	7 Days After Opt-Out Dates
Claims Deadline	90 Days After Notice Deadline
Motion For Final Approval To Be Filed By Class Counsel	At Least 14 Days Prior To Final Approval Hearing
Final Approval Hearing	[COURT TO ENTER DATE AND TIME] No Earlier Than 120 Days After Entry Of Preliminary Approval Order

IT IS SO ORDERED
