

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

-----x
MARIA BALLESTEROS, individually and on behalf of all
others similarly situated,

Plaintiff

Case No.: 2025-005051-CA-01

-against-

AMBULNZ NY, LLC,

Defendant

-----x
**PLAINTIFF’S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF
SETTLEMENT AND CERTIFICATION OF SETTLEMENT CLASS AND
MEMORANDUM IN SUPPORT**

Plaintiff, Maria Ballesteros (“Representative Plaintiff” or “Settlement Class Representative”)¹, respectfully moves for preliminary approval of the proposed class action settlement and for certification of the Settlement Class and states:

INTRODUCTION

This case arises from a cybersecurity incident that Representative Plaintiff alleges compromised the Personally Identifiable Information (“PII”) and Protected Health Information (“PHI”) (together, “Private Information”) of the putative Class.

I. CASE SUMMARY

A. The Security Incident

Ambulnz NY, LLC (“Ambulnz” or “Defendant”) is a New York-headquartered national ambulance service provider. In the Action, Representative Plaintiff and Settlement Class Members allege that they are current and former patients who provided their Private Information to with the

¹ Unless otherwise noted, all capitalized terms are defined in the Settlement Agreement and Release, which is being filed concurrently herewith.

mutual understanding that Defendant would safeguard that data and delete it once Defendant was no longer required to maintain the information.

Representative Plaintiff further alleges that from on or about April 21, 2024 until on or about April 22, 2024, Defendant suffered a cybersecurity incident in which an unauthorized third party may have accessed its systems containing the Private Information, including the full name, date of birth, address, medical record number, hospital account number, and clinical information such as name of the treatment facility, the number of your healthcare providers, admission diagnosis, and date(s) and time(s) of service of Representative Plaintiff and the Settlement Class Members (the “Security Incident”). On or about August 13, 2024, Defendant began notifying the affected individuals.

B. Procedural Posture

On August 22, 2024, Representative Plaintiff filed a Complaint against Ambulnz in the United States District Court for the Southern District of New York, relating to the Security Incident. After the filing of her Complaint, the Parties began discussing the prospect for early resolution. The Parties exchanged information necessary to evaluate the strengths and weaknesses of Plaintiff’s claims and Ambulnz’s defenses. Declaration of Andrew Shamis in Support of Plaintiff’s unopposed motion for Preliminary Approval of Class Action Settlement ¶ 5 (“Shamis Dec.”).

To further facilitate settlement negotiations, the Parties agreed to mediate Plaintiff’s and the Class’s claims with Rodney Max of Upchurch Watson White & Max Mediation Group. Mr. Max is a widely respected mediator with experience mediating data breach class action litigations. *Id.* In advance of mediation, Ambulnz provided informal discovery related to the merits of

Plaintiff's claims and class certification, and Ambulnz's defenses, and the Parties discussed their respective positions on the merits of the claims and class certification. *Id.* The Parties also fully briefed their respective positions for the mediator. *Id.* This informal exchange of information, combined with Plaintiff's individual research, and the relevant experience of Class Counsel, allowed counsel to fully evaluate the strengths and weaknesses of Plaintiff's case, and to conduct informed settlement negotiations. *Id.* ¶¶ 5, 8, 12.

On December 5, 2024, the Parties attended a full-day mediation with Mr. Max. *Id.* ¶ 5. After a full day of arm's-length negotiations, and with the assistance of Mr. Max, the Parties agreed to a settlement in principle setting forth the essential terms of the Settlement Agreement. *Id.* ¶ 6. The Plaintiff also subsequently agreed to the dismissal of the action from the Southern District of New York and its re-filing in this Court. Over the next months, the Parties diligently drafted, negotiated, and finalized the Settlement Agreement, notice forms, and agreed upon a claims administrator. *Id.* ¶ 9. On March 6, 2025, Plaintiff re-filed her Complaint in the Miami-Dade Circuit Court.

Based on Class Counsel's independent investigation of the relevant facts and applicable law, experience with other data breach cases, and the information provided by Defendant, they have determined that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. *Id.*, ¶ 25. Plaintiff now seeks preliminary approval of the Settlement from this court.

II. SUMMARY OF SETTLEMENT

The Settlement negotiated on behalf of the Class provides for compensation for unreimbursed losses and credit monitoring for Class Members. *See* Settlement Agreement (“Agr.”)

Sec. II. The Settlement also provides an alternative cash benefit for all class members impacted by the Security Incident. *Id.*

The Settlement Class is defined as:

All individuals residing in the United States whose PII and/or PHI was potentially exposed to unauthorized third parties as a result of the Security Incident.

Agr. ¶ 36.

A. The Settlement Benefits

The Settlement provides the opportunity for Settlement Class Members to receive reimbursement for out-of-pocket losses resulting from the Security Incident.

First, Settlement Class Members may make a claim for Ordinary Losses up to a total of \$400 per claimant upon submission of a valid claim with supporting documentation for out-of-pocket losses incurred between April 21, 2024 through the day the Court approved notice of settlement is sent to the Settlement Class. Agr. ¶ 42(a). Ordinary Losses may include 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. *Id.*

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 \$18.50 per hour up to 4 hours (for a total of \$74) provided they provide a brief description of the activities engaged in and the time spent on each such activity and an attestation on the Claim Form that the activities they performed were related to the Security Incident. Agr. ¶ 42(b).

Settlement Class Members may also make a claim for Extraordinary Losses up to \$4,500.00 per Settlement Class Member. Agr. ¶ 42(c). Claims for Extraordinary Losses must 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 was more likely than not caused by the Data Incident; (iii) The loss occurred between April 26, 2023 and the day the Court approved notice of settlement is sent to the Class; and (iv) The loss is attested to and 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. *Id.*

Additionally, the Settlement allows all Settlement Class Members the opportunity to make a claim for one year of Credit Monitoring Services, to include one bureau credit monitoring and at least \$1,000,000 in identity theft insurance. Agr. ¶¶ 7, 41.

As an alternative to the relief outlined above, the Settlement allows all Settlement Class Members to elect to receive an Alternative Cash Benefit as follows: (i) \$30 in compensation to each Settlement Class Member whose Social Security Number and/or Driver's License Number was implicated in the Security Incident; or (ii) \$10 in compensation to each Settlement Class Member whose Social Security Number and/or Driver's License Number was not implicated in the Security Incident. Agr. ¶ 43.

Ambulnz will cover the costs associated with claims administration, as well as all requested attorneys' fees, costs, and Plaintiff's service award as approved by the Court, not to exceed

\$230,000, separate and apart from the costs associated with payments to Settlement Class Members and the costs associated with Credit Monitoring. Agr. ¶¶ 53, 67, 69.

B. Release

The release is tailored to the claims that have been submitted or could have been submitted in this case. Shamis Dec. ¶ 17. Settlement Class Members who do not exclude themselves from the Settlement Agreement 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. Agr. ¶ 64-66.

C. Proposed Notice Program

The Parties propose Epiq, a nationally recognized class action notice and administration firm, be appointed as Settlement Administrator in this case.

The proposed Notice Program provides that Settlement Class Members will be sent the Notice via First Class U.S. Mail to those for whom an address is known. Agr. ¶ 51. For a small portion of the Settlement Class for whom a last known address is unknown (believed to be approximately 4,000 people or less), Notice will be disseminated by targeted advertisements on social media websites on desktop, mobile and tablet devices, including Google Display Network, Facebook, and Instagram, and shall run for a total of thirty (30) days. *Id.* The Settlement Administrator will also maintain a dedicated Settlement Website and telephone hotline at which Settlement Class Members may retrieve additional information and access the Notice, Long Form Notice, and the Claim form that needs to be completed in order for Settlement Class Members to make a claim. Agr., ¶ 52.

Notice of the Settlement will be given to the Settlement Class Members no later than forty-five (45) days from the date of the Court's Preliminary Approval Order, a proposed draft of which is filed herewith. Agr., ¶ 50. The notices inform Settlement Class Members of the nature of the action, the litigation background, the terms of the agreement (including the definition of the Settlement Class), the relief provided by the Settlement Agreement, Proposed Settlement Class Counsels' request for fees and expenses, and the scope of the release and the binding nature of the Settlement on Settlement Class Members. The notices also describe the procedure for objecting to the Settlement; advise Settlement Class Members that they have the right to opt-out of the Settlement; describe the consequences of opting out; and state the date and time of the Final Approval Hearing, including that the date may change and how to check the Settlement Website.

Defendant agrees to pay all costs associated with providing Class notice and administering the Settlement benefits. Agr. ¶ 53.

D. Claims Process, Requests for Exclusion, and Objections

The timing of the claims process is structured to ensure that all Class Members have adequate time to review the terms of the Settlement Agreement, compile documents supporting their claim, and decide whether they would like to opt-out or object. Shamis Dec., ¶ 18. Class Members will have 90 days after the completion of mailing of the Notice to submit a claim form. Agr. ¶ 4. Settlement Class Members have 60 days after the issuance of the Preliminary Approval Order to either opt-out of or object to the Settlement. Agr. ¶¶ 19, 21. The Long Form Notice (available on the Settlement Website) provides instructions for Settlement Class Members to exclude themselves from the Settlement Class as well as how to object to the Settlement and/or to Plaintiff's Counsel's application for attorneys' fees, costs and expenses.

E. Attorneys' Fees, Costs, and Expenses

Defendant has agreed that proposed Settlement Class Counsel may seek an award of reasonable attorneys' fees and expenses for prosecuting this action and will not object to Proposed Settlement Class Counsel's petition for fees and expenses not to exceed \$230,000, inclusive of costs and expenses. Agr. ¶ 69. Notably, the Parties did not negotiate this agreement or any other issue with respect to attorneys' fees, costs, and expenses until after the parties agreed on Settlement Class relief. Shamis Dec., ¶ 7. Plaintiff will file her motion for attorneys' fees, costs and expenses at least fourteen (14) days prior to the deadline for objecting to the proposed Settlement. Agr., ¶ 69.

F. Service Awards

The Settlement allows Settlement Class Counsel to request and for Defendant to pay a service award to the Settlement Class Representative, in an amount not to exceed \$2,000, as approved and ordered by the Court upon Final Approval of the Settlement. Agr. ¶ 67. The Settlement Class Representative's agreement to the Settlement is not conditioned in any manner on the award of a service award or its amount. *Id.* ¶ 68. The Settlement Class Representatives have given her time and accepted her responsibilities admirably, participating actively in this litigation as required and in a manner beneficial to the Class, including: (1) reviewing the Complaint; (2) assisting in the investigation of the case; (3) remaining available during the entirety of the case to provide information, and (4) reviewing the Settlement Agreement. Shamis Dec. ¶ 11.

III. LEGAL STANDARD²

² In 1980, Florida Rule of Civil Procedure 1.220 was amended to bring it in line with the federal class action rule. *Cheatwood v. Barry University, Inc.*, 2001 WL 1769914, n.14 (Fla. Cir. Ct. Dec. 26, 2001), *citing Lance v. Wade*, 457 So.2d 1008, 1009 n.2 (Fla. 1984). As such, “federal cases are persuasive authority for interpretation of [R]ule 1.220.” *Toledo v. Hillsborough County Hosp. Auth.*, 747 So.2d 958, 960 n.1 (Fla. 2d DCA 1997).

The approval of a Class Action settlement is a two-step process. First, the Court must determine whether the proposed settlement deserves approval pursuant to the requirements of Florida Rule of Civil Procedure 1.220. Second, after notice has been provided and Settlement Class Members have had the opportunity to object, the Court must determine whether final approval is warranted. *See Manual for Complex Litigation, Sec. 21.635 (4th ed. 2013).*

There is a strong judicial and public policy favoring the voluntary conciliation and settlement of complex class action litigation. *In re U.S. Oil & Gas Litig.*, 967 F.2d 489, 493 (11th Cir. 1992) (“Public policy strongly favors the pretrial settlement of class action lawsuits”). This is because class action settlements ensure class members a benefit, as opposed to the “mere possibility of recovery at some indefinite time in the future.” *In re Domestic Air Transp.*, 148 F.R.D. 297, 306 (N.D. Ga. 1993).

IV. ARGUMENT

A. Certification of the Settlement Class is Appropriate

Rule 1.220(e) of the Florida Rules of Civil Procedure requires judicial approval of any Settlement Agreement in a class action. *See Fla. R. Civ. P. 1.220(e).* Prior to granting preliminary approval of a proposed settlement, the Court should first determine the proposed Settlement Class is appropriate for certification. *See Manual for Complex Litigation.*, Sec. 21.632 (4th ed. 2013); *Amchem Prods. Inc. v. Windsor*, 521 U.S. 591, 620 (1997). Class certification is proper if the proposed class, proposed class representative, and proposed class counsel satisfy the numerosity, commonality, typicality, and adequacy of representation requirements of Rule 1.220. Fla. R. Civ. P. 1.220(a). Additionally, where (as in this case), certification is also sought under Rule 1.220 (b)(3), the Plaintiff must demonstrate that common questions of law or fact predominate over

individual issues and that a class action is superior to other methods of adjudicating the claim. Fla. R. Civ. P. 1.220(b)(3); *Amchem*, 521 U.S. at 615-16.

“A class may be certified ‘solely for purposes of settlement where a settlement is reached before a litigated determination of the class certification issue.’” *Burrows v. Purchasing Power, LLC*, No. 1:12-CV-22800, 2013 WL 10167232, at *1 (S.D. Fla. Oct. 7, 2013) (quoting *Lipuma v. American Express Co.*, 406 F. Supp. 2d 1298, 1314 (S.D. Fla. 2005)). Because a court evaluating certification of a class action that settled is considering certification only in the context of settlement, the court's evaluation is somewhat different than in a case that has not yet settled. *Amchem*, 521 U.S. at 620. In some ways, the court's review of certification of a settlement-only class is lessened: as no trial is anticipated in a settlement-only class case, the case management issues inherent in the ascertainable class determination need not be confronted. *See id.* Other certification issues however, such as “those designed to protect absentees by blocking unwarranted or overbroad class definitions” require heightened scrutiny and an active role as a guardian of the interests of the absent class members. *Id.*; *see also Grosso v. Fidelity Na. Title Ins. Co.*, 983 So.2d 1165, 1170 (Fla. 3d DCA 2008) (citing *Ortiz v. Fibreboard Corp.*, 527 U.S. 815, 848-849 (1999)). “Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems...for the proposal is that there be no trial.” *Amchem*, 521 U.S. at 620. Even under the heightened scrutiny required; this case meets all of the Rule 1.220 prerequisites, and for the reasons set forth below, certification is appropriate.

1. The Proposed Settlement Class Meets the Requirements of Rule 1.220(a).

i. The proposed Class is sufficiently numerous.

Numerosity requires “the members of the class [be] so numerous that separate joinder of all members is impracticable.” Fla. R. Civ. Pro. 1.220 (a)(1). “While ‘mere allegations of numerosity are insufficient,’ Fed. R. Civ. P. 23(a)(1) imposes a ‘generally low hurdle,’ and ‘a plaintiff need not show the precise number of members in the class.’” *Manno v. Healthcare Revenue Recovery Grp., LLC*, 289 F.R.D. 674, 684 (S.D. Fla. 2013) (citation omitted). Courts require only that plaintiffs provide “some evidence of the number of members in the purported class, or at least a reasonable estimate of that number.” *Leszczynski v. Allianz Ins.*, 176 F.R.D. 659, 669 (S.D. Fla. 1997).

Here, the Parties have identified approximately 68,000 people in the putative class. Thus, the numerosity requirement is easily satisfied.

ii. Questions of law and fact are common to the class.

The second prerequisite to class certification is commonality, which requires that there be a determination as to “whether the representative members' claims arise from the same practice or course of conduct that gave rise to the other claims, and whether the claims are based on the same legal theory.” *Sosa v. Safeway Premium Fin. Co.*, 73 So.3d 91, 106 (2011). The Court must determine that the Plaintiff's common contention “must be of such a nature that it is capable of classwide resolution-which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke.” *Wal-Mart Stores, Inc. v. Dukes*, 131 S. Ct. 2541, 2545 (2011) (citation omitted). “Not all questions of law or fact raised in the litigation need be common because even a single common question will satisfy the commonality requirement.” *Disc. Sleep of Ocala, LLC v. City of Ocala*, 245 So. 3d 842, 850 (2018) (internal citations omitted).

Here, the commonality requirement of Rule 1.220 (a) is readily satisfied. In this case, the Settlement Class Members and representative Plaintiff are joined by common questions of law and fact that arise from the same event—the Security Incident, how it occurred, and whether the Settlement Class is entitled to relief as a result..

These common issues all center on the Security Incident, satisfying the commonality requirement. *See, e.g., In re Countrywide Fin. Corp. Cust. Data Sec. Breach Litig.*, No. 3:08-MD-01998, 2009 WL 5184352, at *3 (W.D. Ky. Dec. 22, 2009) (“All class members had their private information stored in Countrywide's databases at the time of the data breach”); *In re Heartland Payment Sys., Inc. Cust. Data Sec. Breach Litig.*, 851 F. Supp. 2d 1040, 1059 (S.D. Tex. 2012) (“Answering the factual and legal questions about Heartland's conduct will assist in reaching classwide resolution.”).

iii. Plaintiff’s claims and defenses are typical of the Class.

The next prerequisite to certification, typicality, measures whether “the claim or defense of the representative party is typical of the claim or defense of each member of the class.” Fla. R. Civ. P. 1.220 (a)(3). “In analyzing typicality, the key inquiry is ‘whether the class representative possesses the same legal interest and has endured the same legal injury as the class members.’” *Disc. Sleep of Ocala, LLC v. City of Ocala*, 245 So.3d 842, 850 (2018) (internal citations omitted). “The test for typicality, like the test for commonality, is not demanding and focuses on the general similarity between the named plaintiff[s]’ legal and remedial theories and the theories of those whom they purport to represent.” *Disc. Sleep* at 850. “Mere factual differences between the class representative's claims and the claims of the class members will not defeat typicality.” *Sosa v. Safeway Premium Fin. Co.*, 73 So.3d 91, 114 (2011).

Here, Plaintiff's claims are typical of those of the other Settlement Class Members because they arise from the same Security Incident and are based on the same legal theories. Because there is a "strong similarity of legal theories" between Representative Plaintiff's claims and the claims of the Settlement Class Members, the typicality requirement is satisfied. *Sosa*, 73 So.3d at 114.

iv. Plaintiff and her counsel will provide fair and adequate representation for the Class.

Rule 1.220(a)(4) requires that the "representative party can fairly and adequately protect and represent the interest of each member of the class." The "trial court's inquiry concerning whether the adequacy requirement is satisfied contains two prongs." *Sosa*, 73 So.3d at 114. The Court must determine "whether the class representative's interests are antagonistic to the interests of the class members." *Id.* Here, Representative Plaintiff is a member of the Settlement Class and does not possess any interests antagonistic to the Settlement Class. She provided her Private Information to Defendant and alleges that her Private Information was compromised as a result of the Security Incident, just as the Private Information of the Settlement Class. Plaintiff's claims coincide identically with the claims of the Settlement Class, and Plaintiff and the Settlement Class desire the same outcome of this litigation. Plaintiff has vigorously prosecuted this case for the benefit of all Settlement Class Members. Plaintiff has participated in the litigation, reviewed pleadings, and participated in the factual investigation of the case. *Shamis Dec.* ¶ 11.

The second prong of the adequacy requirement is that the "class representative's counsel must be qualified, experienced and generally able to conduct the litigation." *Amchem*, 521 U.S. at 625-26; *See, also, Sosa*, 73 So.3d at 115. "Class counsel's prior experience in a similar case is competent, substantial evidence of adequacy." *Disc. Sleep*, 245 So.3d at 853, citing *Litvak v. Scylla Props., LLC*, 946 So. 2d 1165, 1171 n.8 (Fla. 1st DCA 2006). Here, proposed Settlement Class

Counsel are experienced in class action litigation and have submitted declarations establishing their skills and experience in handling class litigation around the country and in the State of Florida. Shamis Dec., *generally*. Because proposed Settlement Class Counsel possess substantial experience and track records in similar litigation and have vigorously prosecuted the case at hand to get the best result for Plaintiff and Class Members, the adequacy requirement is satisfied.

2. The Predominance and Superiority Requirements of Rule 1.220 (b)(3) Are Met.

i. Common issues predominate over individual ones.

In addition to meeting the prerequisites of Rule 1.220(a), the proposed Settlement Class must also meet one of the three requirements of Rule 1.220(b). Here, Representative Plaintiff also seeks certification under Rule 1.220(b)(3), which requires that: “the questions of law or fact common to the claim or defense of the representative party and the claim or defense of each member of the class predominate over any question of law or fact affecting only individual members of the class, and class representation is superior to other available methods for the fair and efficient adjudication of the controversy.” Fla. R. Civ. P. 1.220(b)(3). “Concerning predominance, the Florida Supreme Court explained in *Sosa* that ‘a class representative establishes predominance if he or she demonstrates a reasonable methodology for generalized proof of class-wide impact. A class representative accomplishes this if he or she, by proving his or her own individual case, *necessarily* proves the cases of the other class members.’” *Disc. Sleep*, 245 So.3d at 854. The inquiry becomes whether a defendant's liability is common enough to be resolved on a class basis, *see Wal-Mart Stores, Inc. v. Dukes*, 131 S. Ct. 2541, 2551-2557 (2011), and whether the proposed class is “sufficiently cohesive to warrant adjudication by representation”, *Amchem*, 521 U.S. at 623. Predominance does not require that all questions of law or fact be common, but

rather, that a significant aspect of the case “can be resolved for all Settlement Class Members of the class in a single adjudication.” *Tornes v. Bank of America, NA (In re Checking Account Overdraft Litig.)*, 275 F.R.D. 654, 660 (S.D. Fla. 2011).

Common issues readily predominate here because the central issue of liability can be established through generalized evidence. *See Klay v. Humana, Inc.*, 382 F.2d 1241, 1264 (2004) (“When there exists generalized evidence which proves or disproves an element on a simultaneous, class-wide basis, since such proof obviates the need to examine each class member's individual position, the predominance test will be met.”) Several case-dispositive questions could be resolved identically for all members of the Settlement Class, such as how the Data Incident occurred and whether Defendant breached any duties based on the Data Incident. Other courts have recognized that these types of common issues arising from a data breach predominate over individualized issues. *See e.g. In re Countrywide Fin. Corp. Customer Data Sec. Breach Litig.*, 2009 U.S. Dist. LEXIS 119870 (W.D. Ky. 2009) (finding predominance where proof would focus on data breach defendant's conduct both before and during the theft of class members' personal information); *In re Heartland Payment Sys., Inc. Cust. Data Sec. Breach Litig.*, 851 F.Supp.2d 1040, 1059 (S.D. 2012) (finding predominance where “several common questions of law and fact ar[ose] from a central issue: Heartland's conduct before, during, and following the data breach, and the resulting injury to each class member from that conduct”). Because the claims are being certified for the purposes of settlement, there are no issues with manageability. *Amchem*, 521 U.S. at 620 (“Confronted with a request for settlement-only certification, a district court need not inquire whether the case, if tried, would present intractable management problems...for the proposal is that there be no trial.”).

ii. Class treatment is superior to individualized litigation.

Finally, a class action is superior to other methods available to fairly, adequately, and efficiently resolve the claims of the Proposed Settlement Class. “The purpose of the superiority requirement is to ensure the ‘class action would achieve economies of time, effort, and expense, and promote...uniformity of decision as to persons similarly situated, without sacrificing procedural fairness.” *Disc. Sleep*, 245 So.3d at 856. Factors that the Court may consider include: “(1) whether a class action would provide the class members with the only economically viable remedy; (2) whether there is a likelihood that the individual claims are large enough to justify the expense of separate litigation; and (3) whether a class action cause of action is manageable.” *Id.* A class action settlement is superior to other means of resolution because a settlement affording Settlement Class Members an opportunity to receive compensation benefits *all* parties.

Here, resolution of numerous claims in one action is far superior to individual lawsuits, because it promotes consistency and efficiency of adjudication. *See Fla. R. Civ. P. 1.220 (b)(3)*. Indeed, absent class treatment in the instant case, each Settlement Class Member will be required to present the same or essentially the same legal and factual arguments, in separate and duplicative proceedings, the result of which would be a multiplicity of trials conducted at enormous expense to both the judiciary and the litigants. Moreover, there is no indication that Settlement Class Members have an interest in individual litigation or an incentive to pursue their claims individually, given the amount of damages likely to be recovered, relative to the resources required to prosecute such an action. *See In re Terazosin Hydrochloride Antitrust Litig.*, 220 F.R.D. 672, 700 (S.D. Fla. 2004) (class actions are “particularly appropriate where...it is necessary to permit the plaintiffs to pool claims which would be uneconomical to litigate individually”).

The proposed Settlement will give the parties the benefit of finality, and because this case has now been settled pending Court approval, the Court need not be concerned with issues of manageability relating to trial. *See Amchem*, 521 U.S. at 620 (“[c]onfronted with a request for settlement-only class certification, a district court need not inquire whether the case ...would present intractable management problems...”). Certification of the Settlement Class—and class resolution—guarantee an increase in judicial efficiency and conservation of resources over the alternative of individually litigating tens of thousands of individual data breach cases arising out of the *same* Security Incident.

The Court respectfully should certify the Settlement Class, as the superiority requirement is satisfied, along with all other Rule 1.220 requirements.

3. Plaintiff’s Counsel Should Be Appointed as Settlement Class Counsel.

As discussed above, and as fully explained in Counsel's declarations, proposed Settlement Class Counsel have extensive experience prosecuting similar class actions and other complex litigation. *See Shamis Dec., Firm Resumes*. Proposed Settlement Class Counsel have diligently investigated and prosecuted the claims in this matter, have dedicated substantial resources to the investigation and litigation of those claims, and have successfully negotiated the Settlement of this matter to the benefit of Plaintiff and the Settlement Class. *See generally Shamis Dec.* Accordingly, the Court should appoint Andrew Shamis of Shamis & Gentile, P.A. and Joseph Kanee of Edelsberg Law, P.A. as Settlement Class Counsel.

B. The Settlement Is Fair, Reasonable, and Adequate.

After determining that a proposed settlement class is appropriate for certification, courts consider whether the proposed settlement itself warrants preliminary approval. Although under

Rule 1.220 there are no specific standards for such approval, Federal Rule of Civil Procedure Rule 23(e) provides “the Court will approve a class action settlement if it is ‘fair, reasonable, and adequate.’” *Burrows v. Purchasing Power, LLC*, No: 1-12-CV-22800, 2013 WL 10167232, at *5 (S.D. Fla. Oct. 7, 2013), (quoting Fed. R. Civ. P. 23(e)(2)). At the preliminary, pre-notice approval stage, a Court determines only whether the proposed settlement is “within the range of possible approval.” *Id.* (quoting MANUAL FOR COMPLEX LITIG., Sec. 30.41 (3rd ed. 1995)); *see also Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984); *Grosso v. Fidelity National Title Ins. Co.*, 983 So. 2d 1165 (Fla. 3d DCA 2008).

Preliminary approval is appropriate where the proposed settlement is the result of the parties' good faith negotiations, there are no obvious deficiencies, and the settlement falls within the range of reason. *Smith v. Wm. Wrigley Jr. Co.*, No. 09-cv-60646, 2010 WL 2401149, at *2 (S.D. Fla. Jun. 15, 2010). Moreover, settlement negotiations that involve arm's length, informed bargaining with the aid of experienced counsel, as occurred here, support a preliminary finding of fairness. *See* MANUAL FOR COMPLEX LITIG. At Sec. 21.61 (4th ed. 2013).

1. The Settlement is the result of arm’s length negotiations between the Parties.

Here, the Settlement is the result of intensive, arm's length negotiations between experienced attorneys who are familiar with class action litigation and with the legal and factual issues in these cases. Shamis Dec., ¶¶ 5-15. The parties engaged in weeks of protracted arms' length negotiations. Counsel for both sides vigorously advocated for their clients and this settlement was not the result of collusion.

2. The Settlement Agreement provides substantial relief to the Settlement Class, particularly in light of the uncertainty of prevailing on the merits.

While the Court cannot yet finally consider class approval before notice has been provided, an initial examination of the merits of the case, risks of litigation, and the benefits obtained by the Settlement Agreement wholly support preliminary approval.

Due at least in part to their cutting-edge nature and the rapidly evolving law, data breach cases like this one generally face substantial hurdles—even just to make it past the pleading stage. *See Hammond v. The Bank of N.Y. Mellon Corp.*, 2010 WL 2643307, at *1 (S.D.N.Y. June 25, 2010) (collecting data breach cases dismissed at the Rule 12(b)(6) or Rule 56 stage); *see also Hartigan v. Macy's Inc.*, Case No. 1:20-cv-10551-PBS, ECF No. 35 (D. Mass. Nov. 5, 2020) (dismissing data breach case for lack of standing because the plaintiff could not allege a present misuse of information and had only alleged an increased future risk of injury). Class certification is another hurdle that would have to be met—and one that has been denied in other data breach cases. *See, e.g. In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013).

While Plaintiff is confident in the strength of her claims, she is also pragmatic in her awareness of the various defenses available to Defendant, as well as the risks inherent to continued litigation. Through the Settlement, Plaintiff and Settlement Class Members gain significant benefits that directly address the harms they suffered due to the Data Incident, all without having to face further risk of not receiving any relief at all.

3. The Proposed Class Notice Satisfies Rule 1.220.

Rule 1.220(d)(2) requires that notice be given to “each member of the class who can be identified and located through reasonable effort and shall be given to the other members of the class in the manner determined by the court to be the most practicable under the circumstances.”

Fla. R. Civ. P. Rule 1.220(d)(2). This Rule further requires that the notice: “[s]hall inform each member of the class that (A) any member of the class who files a statement with the court by the date specified in the notice asking to be excluded shall be excluded from the class, (B) the judgment, whether favorable or not, will include all members who do not request exclusion, and (C) any member who does not request exclusion may make a separate appearance within the time specified in the notice.” *Id.*

The Notice Program here is the best practicable under any circumstances. As described above and in the Settlement Agreement, the Parties have created a Notice Program designed to be the best practicable way to reach as many Settlement Class Members as possible. The notices are clear and straightforward. They define the Class; clearly describe the options available to Class Members and the deadlines for taking action; describe the essential terms of the settlement; disclose the requested service award for the Settlement Class Representatives as well as the amount that proposed Settlement Class Counsel intends to seek in fees and costs; explain procedures for making claims, objections, or requesting exclusion; provide information that will enable Settlement Class Members to calculate their individual recovery; describe the date, time, and place of the Final Fairness Hearing; and prominently display the names of class counsel. Thus, the proposed Notice Program is reasonably calculated under the circumstances to apprise the Settlement Class of all information required by Fla. R. Civ. P. 1.220(d)(2).

Therefore, the Notice and Notice Program satisfy all applicable requirements of the law, including, but not limited to, Rule 1.220 of the Florida Rules of Civil Procedure and Due Process. The Court should therefore approve the Notice Program and the form and content of the Notices.

V. CONCLUSION

Based on the foregoing, Plaintiff respectfully requests that the Court enter an order: (1) certifying, for settlement purposes, the proposed Settlement Class, pursuant to Rule 1.220 of the Florida Rules of Civil Procedure; (2) granting Preliminary Approval of the Settlement; (3) approving the Notice Program set forth in the Settlement and the form and content of the Notices attached as Exhibits to the Settlement Agreement; (4) appointing Plaintiff Maria Ballesteros as Settlement Class Representative; (5) appointing Andrew Shamis of Shamis & Gentile, P.A., and Joseph Kanee of Edelsberg Law, P.A. as Settlement Class Counsel; and (6) scheduling a Final Approval Hearing at a date convenient for the Court but no earlier than 120 days from entry of an order approving this motion.

Dated: March 23, 2025

Respectfully submitted,

By: Andrew Shamis
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Attorneys for Plaintiff and the Putative Class

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Maria Ballesteros (“Plaintiff”), individually and on behalf of the Settlement Class, and Ambulnz NY, LLC (“Defendant”) (collectively the “Parties”), in the action *Ballesteros. v. Ambulnz NY, LLC*, to be filed in the 11th Judicial Circuit, Miami-Dade County, Fla. upon the execution of this Agreement) (the “Action”).

RECITALS

WHEREAS, on August 22, 2024, Plaintiff filed a complaint against Defendant in the United States District Court for the Southern District of New York, relating to a data security incident affecting Defendant;

WHEREAS, on December 17, 2024, Plaintiff filed a notice of voluntary dismissal without prejudice;

WHEREAS, upon the execution of this Agreement, Plaintiff will file a complaint against Defendant in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Fla. relating to the aforementioned data security incident;

WHEREAS, Defendant denies the allegations and causes of action pled in the Action, including but not limited to averments of standing, liability, injury, damages, wrongdoing, or certifiability of a class under the Florida Rules of Civil Procedure, Federal 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 Plaintiff in this Action 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 this Action 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 Action 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. “Claim Form” means the form(s) Participating Settlement Class Members must submit to be eligible for Unreimbursed Losses, Lost Time, and/or Credit Monitoring, or an Alternative Cash Payment, 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**.

3. “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.

4. “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.

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

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

7. “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.

8. “Defendant’s Counsel” means Eric Fish and Robyn Feldstein of Baker & Hostetler LLP.

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 April 21, 2024 and the Notice

Deadline; 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 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 \$18.50/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 forty-five (45) 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 April 21, 2024 and the Notice Deadline 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. “PHI” means personal health information.

25. “PII” means personally identifiable information.

26. “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.

27. “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**.

28. “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 Action, including the complaint and any amendment thereto, the Released Parties’ information security policies and practices, or the Released Parties’ 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.

29. “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.”

30. “Releasing Parties” and a “Releasing Party” means the Settlement Class Representative 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.

31. “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.

32. “Security Incident” means the April 2024 cybersecurity incident that is the subject matter of the Action.

33. “Service Award Payment” means compensation awarded by the Court and paid to the Settlement Class Representative in recognition of their role in this Action as set forth in Paragraph 67.

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

35. “Settlement Administrator” means Epiq Class Action and Claims Solutions, Inc., subject to Court approval.

36. “Settlement Class” means all individuals residing in the United States whose PII and/or PHI was potentially exposed to unauthorized third parties as a result of the Security Incident.

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

38. “Settlement Class List” means the list of the names and current or last known address information for Settlement Class Members to the extent reasonably available, which Defendant shall provide to the Settlement Administrator within fifteen (15) days of entry of the Preliminary Approval Order. Defense counsel will advise the Settlement Administrator of which Settlement Class Member’s Social Security Number and/or Drivers License Number was implicated in the Security Incident.

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

40. “Settlement Class Representative” means Maria Ballesteros.

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

42. “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 (as defined above) provided through the Settlement Administrator.

42. **Out-of-Pocket Reimbursement and Lost Time.** 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 \$400.00 per claimant, upon submission of a valid claim with supporting documentation for out-of-pocket losses incurred or spent between April 21, 2024 and the Notice Date:
 - 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;
 - ii. *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 \$18.50 per hour up to 4 hours (for a total of \$74) provided they provide an attestation on the Claim Form of the activities performed and that those activities were related to the Security Incident.
- c. **Claims for Extraordinary Losses** up to a total of \$4,500.00 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 April 21, 2024 and the Notice Date;
- iv. The loss is attested to and 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. **Alternative Cash Benefit.** Defendant will pay Approved Claims for Alternative Cash Benefits as follows: (i) Defendant will provide \$30 in compensation to each Settlement Class Member whose Social Security Number and/or Driver's License Number was implicated in the Security Incident; or (ii) \$10 in compensation to each Settlement Class Member whose Social Security Number and/or Driver's License Number was not implicated in the Security Incident, upon submission of a valid and timely Claim Form. This an alternative benefit. If a Settlement Class Member chooses this benefit, he or she is not eligible for any of the benefits outlined in Paragraphs 41 and 42.

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, Extraordinary Losses, or Alternative Cash Benefit 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 April 21, 2024; (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. In determining the appropriate amount for claimed Alternative Cash Benefits, the Settlement Administrator will rely on the Settlement Class List and/or information provided by Defendant.
- e. 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.
- f. 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.
- g. To the extent the Settlement Administrator determines that a timely claim for Credit Monitoring Services, Ordinary Losses, Lost Time, Extraordinary Losses, or Alternative Cash Benefits 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.
- h. 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, Extraordinary Losses, or Alternative Cash Benefits 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, Extraordinary Losses, or Alternative Cash Benefits in accordance with the terms of this Agreement.

- b. Payments issued by the Settlement Administrator for Approved Claims for Ordinary Losses, Lost Time, Extraordinary Losses, or Alternative Cash Benefits shall be issued in the form of a check, or via electronic means (to the extent feasible) 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 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.

IX. SETTLEMENT CLASS NOTICE

50. **Timing of Notice.** Within fifteen (15) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within forty-five (45) 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 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 with last known address information. 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. For the small number of Settlement Class Members on the Settlement List without last known address information, Notice shall be disseminated within forty-five (45) days of the Preliminary Approval Order by targeted advertisements on social media websites on desktop, mobile and tablet devices, including Google Display Network, Facebook, and Instagram, and shall run for a total of thirty (30) days. Such advertisements shall be disseminated only to those on the social media websites with the same names as those on the Settlement List without a last known address (believed to be approximately 4,000 people or less). The substance of the advertisements shall include a headline summarizing the Notice and shall direct people to the Settlement Website.

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, Plaintiff's motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff's motion for an award of attorneys' fees, costs and expenses, and service awards, and the operative complaint in the 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 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 or targeted social media

advertising in accordance with Paragraph 51 herein;

- 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 representative 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. 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, Plaintiff, 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 Action 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 Action 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 contribution to this Action. Plaintiff agrees not to seek, and Defendant agrees not to oppose, Settlement Class Counsel's request for a service award not to exceed Two Thousand (\$2,000.00). 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 award. Defendant's obligations with respect to the Court-approved service award 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 to be paid by Defendant. Settlement Class Counsel agrees to seek, and Defendant agrees not to oppose, an award of attorneys' fees and expenses not to exceed Two Hundred Thirty Thousand Dollars (\$230,000). 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. 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 Plaintiff 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 Action, 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—which are an integral and material part of the Settlement and are hereby incorporated as part of the 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 Action. 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.** Plaintiff 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 Action.

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. **Taxability.** Defendant does not make and has not made any representations regarding the taxability of any Settlement Benefit, Fee Award, and/or any other payments made pursuant to this Agreement. Plaintiff and Settlement Class Counsel (on behalf of themselves and the Settlement Class Members) represent that that they have not relied upon any representation of the Defendant or its attorneys or the Settlement Administrator on the subject of taxability of any consideration provided under this Agreement. Plaintiff and Settlement Class Counsel (on behalf of themselves and the Settlement Class Members) understand and expressly agree that any income or other tax, including any interest, penalties or other payment obligations ultimately determined to be payable from or with respect to any Settlement Benefit, Fee Award, and/or any other payments made pursuant to this Agreement, as well as any state or federal reporting obligations imposed on them arising therefrom or attributable thereto, shall not be Defendant's responsibility.

86. **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.

87. **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

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

Eric R. Fish
Baker & Hostetler LLP
efish@bakerlaw.com


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

88. **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 on following pages.]

SIGNATURES

Maria Ballesteros

By: 
Maria Ballesteros (Mar 5, 2025 18:38 PST)

Date: Mar 5, 2025

Defendant Ambulnz NY, LLC

By: 
Ely D. Tendler. Esq.
General Counsel

Date: 3/6/2025

Approved as to form by:

SHAMIS & GENTILE, P.A.
EDELSBERG LAW, P.A.
Counsel for Plaintiff and the Settlement Class

By: *andrew shamis*
Andrew Shamis

Date: Mar 6, 2025

By: *Joseph Kanee*
Joseph Kanee

Date: Mar 6, 2025

BAKER & HOSTETLER LLP
Counsel for Defendant

By: *Eric R. Fish*
Eric R. Fish

Date: March 6, 2025

— EXHIBIT 1 —

To all persons whose personal information may have been accessed during an April 2024 cybersecurity incident that impacted Ambulnz, 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.

Ambulnz 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»

Ballesteros v. Ambulnz NY, LLC, xxx-xxxxx-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 Ambulnz NY, LLC (“Ambulnz”) show your personal information may have been accessed during a cybersecurity incident Ambulnz experienced in April 2024 (“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, Ambulnz will pay all valid and timely claims for Credit Monitoring, Ordinary Losses, Lost Time, and Extraordinary Losses, or an Alternative Cash Benefit, summarized below:

- Credit Monitoring – 1 year of credit monitoring and identity protection services.
- Ordinary Losses– Up to a total of \$400 per claimant.
- Lost Time Claim - \$18.50 per hour for up to 4 hours (for a total of \$74).
- Extraordinary Losses- Up to a total of \$4,500 per claimant.
- Alternative Cash Benefit - \$30 per claimant whose Social Security Number and/or Driver’s License Number was implicated in the Security Incident and \$10 per claimant whose Social Security Number and/or Driver’s License Number was not implicated in the Security Incident.

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 Ambulnz 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. 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 Ambulanz (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 Representative (of \$2,000), and a request for attorneys' fees and expenses (up to \$230,000) 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

Ballesteros v. Ambulnz NY, LLC

Case No. **xxx-xxxxxx-CA-01**

IF YOUR PERSONAL INFORMATION WAS POTENTIALLY IMPACTED BY A CYBERSECURITY INCIDENT THAT AMBULNZ EXPERIENCED IN APRIL 2024, 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 Ambulnz NY, LLC (“Ambulnz” or “Defendant”) in a class action lawsuit about a cybersecurity incident that occurred in or around April 2024 (“Security Incident”).
- The lawsuit is captioned *Ballesteros v. Ambulnz NY, LLC*, **xxxx-xxxxxx-CA-01** (11th Judicial Circuit, Miami-Dade County, Fla.). Ambulnz 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 personally identifiable information (“PII”) and/or personal health information (“PHI”) was potentially exposed to unauthorized third parties as a result of the Security Incident.
- 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>	_____, 2024
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>	_____, 2024
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>	_____, 2024
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.

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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 *Ballesteros v. Amublz NY, LLC*, [xxxx-xxxxxx-CA-01](#) (11th Judicial Circuit, Miami-Dade County, Fla.). The person that filed this lawsuit is called the “Plaintiff” and the company they sued, Ambulnz, is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that personal information was impacted by the cybersecurity incident that affected Ambulnz in or around April 2024 (“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 Representative is Maria Ballesteros.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or the Defendant. The Defendant denies all claims and contends that it has not violated any laws. Plaintiff 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 Plaintiff 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 who reside in the United States whose PII and/or PHI was potentially exposed to unauthorized third parties as a result of the Security Incident.

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are (i) Ambulnz, 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**

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

[email address]

Ambulnz 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, Ambulnz will pay all valid and timely claims for Credit Monitoring, Ordinary Losses, Lost Time, and Extraordinary Losses. Ambulnz will also pay all valid and timely claims for Alternative Cash Benefits in lieu of the other benefits of the Settlement.

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 \$400 per claimant; (3) Lost Time - \$18.50 per hour for up to 4 hours (for a total of \$74,); and (4) Extraordinary Loss Claims - up to a total of \$4,000 per claimant. Alternatively, Settlement Class Members may submit a claim for an Alternative Cash Benefit of either \$30 or \$10 per claimant, depending on whether Ambulnz’s records reflect that their Social Security Number or Driver’s License Information was implicated in the Security Incident.

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 \$400 per claimant, upon submission of a valid claim with supporting documentation for out-of-pocket losses incurred or spent between April 21, 2024 and the day that 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 \$18.50 per hour up to 4 hours (for a total of \$74) with an attestation on the Claim Form of the activities performed and that those activities were related to the Security Incident.

Extraordinary Losses up to a total of \$4,500 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 April 21, 2024 and the day that 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.

Alternative Cash Benefit. In lieu of the above benefits, Settlement Class Members may submit a claim using the Claim Form for an Alternative Cash Benefit of : (i) \$30 for those Settlement Class Members whose Social Security Number and/or Driver’s License Number were implicated in the Security Incident, as reflected in Ambulnz’s records; or (ii) \$10 for those Settlement Class Members whose Social Security Number and/or Driver’s License Number were not implicated in the Security Incident. A Settlement Class Member electing to receive an Alternative Cash Benefit is not eligible for any other benefits of the Settlement.

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: *Ambulnz 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 _____, 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. 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 Ambulnz (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 expenses to be paid by Ambulnz. Ambulnz has agreed not to oppose Settlement Class Counsel's request for an award of attorneys' fees and expenses not to exceed Two Hundred Thirty Thousand Dollars (\$230,000). If Settlement Class Counsel seeks more than \$241,066 in attorneys' fees and expenses, Ambulnz has reserved all rights to object and oppose such requests.

Settlement Class Counsel will also seek a service award payment for the Class Representative in recognition for their contributions to this Action. Ambulnz has agreed not to oppose Settlement Class Counsel's request for a service award not to exceed Two Thousand Dollars (\$2,000) for the Class Representative. To the extent more than \$2,000 in service awards is sought for the Class Representative, Ambulnz 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: *Ballesteros v. Ambulnz NY, LLC*, **xxxx-xxxxxx-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]**.

Ambulnz Security Incident 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 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

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

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

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: Ambulnz Security Incident Settlement Administrator, [address]

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

PLEASE DO NOT CONTACT THE COURT OR AMBULNZ

— EXHIBIT 3 —

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

Circuit Court of the 11th Judicial District for Miami-Dade
County, Florida
Ballesteros v. Ambulnz NY, LLC
Case No. **xxxx-xxxxxx-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 whose personally identifiable information (“PII”) and/or personal health information (“PHI”) was potentially exposed to unauthorized third parties as a result of the cybersecurity incident that affected Ambulnz in or around April 2024 (“Security Incident”).

Excluded from the Settlement Class are (i) Ambulnz, 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 \$400 per claimant; (3) Lost Time - \$18.50 per hour for up to 4 hours (for a total of \$74); and (4) Extraordinary Loss Claims- up to a total of \$5,250 per claimant. Instead of these benefits, Class Members may submit a claim form for an Alternative Cash Benefit.

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 \$400.00 per claimant, upon submission of a valid claim with supporting documentation for out-of-pocket losses incurred or spent between April 21, 2024 and the day that 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 \$18.50 per hour up to 4 hours (for a total of \$74) with an attestation on the Claim Form of the activities performed and that they were related to the Security Incident.

Extraordinary Losses up to a total of \$4,500.00 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 April 21, 2024 and the day that the Court approved notice of settlement is sent to the Settlement Class; iv) The loss is not already covered by the Ordinary Loss or

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

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.

Alternative Cash Benefit. In lieu of the above benefits, Settlement Class Members may submit a claim for an Alternative Cash Benefit of: (1) \$30 for those Settlement Class Members whose Social Security Number and/or Drivers License Number were implicated in the Security Incident; or (2) \$10 for those Settlement Class Members whose Social Security Number and/or Drivers License Number were not implicated in the Security Incident. If you select this benefit, you will not be eligible for any other benefit of the settlement.

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

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 \$400.00. By checking this box, you are attesting the losses you incurred were a result of actual out-of-pocket losses related to the Security Incident.

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

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

any other benefit of the settlement.

VIII. 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.

IX. 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 2

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

-----x
**MARIA BALLESTEROS, individually and on behalf of all
others similarly situated,**

Plaintiff

Case No.: 2025005051-CA-01

-against-

AMBULNZ NY, LLC,

Defendant

-----x
**JOINT DECLARATION OF PLAINTIFF’S COUNSEL SUPPORTING UNOPPOSED
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

1. We are counsel for Plaintiff in the above-captioned case. This declaration supports Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement with Defendant Ambulnz NY, LLC (“Ambulnz” or “Defendant”) and the attachments thereto, including the Claim Form, the Short Notice, the Long Form Notice, and the Proposed Preliminary Approval Order, attached to the Settlement Agreement and Declaration of Plaintiff’s counsel, filed herewith in support of this motion. This declaration explains the basis for the settlement, including the significant relief it affords the Settlement Class. We have personal knowledge of the facts in this declaration and could testify to them if called on to do so.

LITIGATION BACKGROUND

I. Procedural History

2. This action arises from an April 2024 Data Incident where it is alleged that certain personally identifiable information (“PII”) and personal health information (“PHI”) (collectively “Private Information”) of Defendant’s current and former Patients were exposed. Specifically, the following types of Private Information were allegedly exposed: name, date of birth, address,

medical record number, hospital account number, and clinical information such as name of the treatment facility, the number of your healthcare providers, admission diagnosis, and date(s) and time(s) of service.

3. In August 2024, Defendant began notifying Plaintiff and the Settlement Class about the Data Incident.

4. On August 22, 2024 Plaintiff Brink, filed a class action complaint in the United States District Court for the Southern District of New York against Defendant relating to the Data Incident.

II. Settlement Negotiations

5. On December 5, 2024, after a period of arms length negotiation, exchange of informal discovery and mutual exchange of information, the preparation of detailed mediation statements and other pre-mediation materials, the Parties engaged in a private mediation with Rodney Max from Upchurch Watson White & Max Mediation Group, an experienced mediator.

6. At the conclusion of a full-day mediation, the Parties reached an agreement on the principle terms of a settlement – subject to final mutual agreement on all the necessary documentation.

7. At all times the negotiations were at arm's-length, and free of collusion of any kind. Attorneys' fees were not discussed in any manner until agreement was reached on the relief to be provided for the Settlement Class.

8. Throughout the mediation session, the Parties engaged in extensive evaluation and discussion of the relevant facts and law, and the Parties carefully considered the risk and uncertainties of continued litigation.

9. Over the next months following mediation, the Parties diligently negotiated, drafted and finalized the settlement agreement, notice forms, and came to an agreement on claims process and administrator. The Settlement Agreement was finalized and signed by the Parties in March of 2024.

10. The Parties agreed Epiq Class Actions & Claims Solutions, Inc. (“Epiq”) would serve as Settlement Administrator. Epiq has a trusted and proven track record of supporting hundreds of class action administrations, with legal administration experience. Underisgned counsel selected Epiq after soliciting bids from two (2) separate settlement administration firms.

11. Plaintiff has been personally involved in the case throughout the litigation of this action, including reviewing the Complaint; assisting in the investigation of the case; remaining available during the entirety of the case to provide information, and reviewing the Settlement Agreement. Plaintiff supports the Settlement and strongly believes the Settlement is favorable to the Settlement Class.

COUNSEL’S RECOMMENDATION

12. We strongly believe, in consideration of all circumstances and after serious arm’s-length settlement negotiations with Defendant, that the proposed Settlement is fair, reasonable, and adequate and is in the best interests of the Settlement Class Members.

13. Our collective years of experience representing individuals in complex class actions—including data breach actions—informed Plaintiff’s settlement position, and the needs of Plaintiff and the Proposed Settlement Class.¹ While we believe in the merits of the claims brought in this case, we are also aware that a successful outcome is uncertain and would be achieved, if at

¹ Information regarding the experience of Plaintiff’s Counsel and their firms is set forth in the attached resumes.

all, only after prolonged, arduous litigation with the attendant risk of drawn-out appeals and the potential for no recovery at all. Based upon our collective substantial experience, it is our opinion that the proposed settlement of this matter provides significant relief to the members of the Settlement Class and warrants the Court's preliminary approval. The settlement is well within the range of other data breach settlements in the relief that it provides.

14. The Settlement's terms are designed to address the potential harms caused by the data breach, providing cash benefits, credit monitoring, reimbursing economic and non-economic losses, and verifying that Defendant has improved its data security.

15. This result is particularly favorable given the risks of continued litigation. Plaintiff faced serious risks prevailing on the merits, including proving causation, as well as risk at class certification and at trial, and surviving any potential appeals. A settlement today not only avoids the risks of continued litigation, but it also provides benefits to the Settlement Class Members now as opposed to after years of risky litigation.

16. The Settlement's benefits unquestionable provide a favorable result to the Settlement Class Members, placing the Settlement well within the range of possible final approval and satisfying the requirements for preliminary approval under applicable law. Therefore, the Court should grant preliminary approval.

17. Further, the release in this case is tailored to the claims that have been pleaded or could have been pleaded in this case. Settlement Class Members who do not exclude themselves from the Settlement Agreement will release claims against Defendant, related to the Data Incident.

18. Additionally, the Notice program contemplated by the Settlement provides the best practicable method to reach Settlement Class Members and is consistent with other class action notice programs that have been approved by various courts for similarly situated matters. Direct

notice to the Settlement Class by U.S. Mail is still deemed the “gold standard” for notice, and the publication notice for the small percentage of Settlement Class Members without a last known address is narrowly tailored to effectively provide sufficient notice of the settlement and its terms. The Notice program ensures that that all Class Members have adequate time to review the terms of the Settlement Agreement, compile documents supporting their claim, and decide whether they would like to opt-out or object.

19. Thus, Settlement Class Counsel asks the Court to grant preliminary approval of the Settlement Agreement and enter the proposed preliminary approval order filed with this motion.

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct.

Executed this 24th day of March, 2025, at Miami, Florida.

/s/ Andrew Shamis
Andrew J. Shamis