

**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

CASE NO. CACE25019099 DIVISION: 13 JUDGE: Robinson, Michael A (13)

Veronica Silva, et al

Plaintiff(s) / Petitioner(s)

v.

Outcomes One, Inc.

Defendant(s) / Respondent(s)

**FINAL APPROVAL ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND APPLICATION FOR
ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

WHEREAS, Plaintiffs submitted to the Court an Unopposed Motion for Final Approval of Class Settlement Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, on January 30, 2026, the Court entered its Preliminary Approval Order, which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action should proceed as a class action and certified the Settlement Class; (3) appointed Plaintiffs as Class Representatives; (4) appointed Jeff Ostrow and Mariya Weekes as Class Counsel; (5) appointed Epiq Class Action & Claims Solutions, Inc. as the Settlement Administrator; (6) approved the form and manner of Notice and the Notice Program; (7) approved the Claim Process and Claim Form; (8) approved the procedures for Settlement Class Members to opt-out or object to the Settlement; and (9) set the Final Approval Hearing date;

WHEREAS, thereafter, Notice was provided to the Settlement Class in accordance with the Court's Preliminary Approval Order by Postcard Notice and the Long Form Notice was available to Settlement Class Members on the Settlement Website or upon request to the Settlement Administrator;

WHEREAS, there were no objections to the Settlement and three Settlement Class Members opted-out of the Settlement;

WHEREAS, on May 20, 2026, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the Action, and being otherwise fully advised;

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Final Approval Order incorporates the definitions in Section II of the Settlement Agreement.

2. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The Notice and Notice Program fully satisfied the requirements of due process, Florida Rule of Civil Procedure 1.220, and all other applicable law and rules. The Claims Process was fair, and the Claim Form was easy to read and understand.

3. The terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered several factors, including: (1) the complexity and duration of the litigation; (2) the reaction of the class to the Settlement; (3) the stage of the proceedings; (4) the risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the Defendant to withstand a greater judgment; (8) the reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation.

4. Based on the information presented to the Court, the Claims Process has proceeded as ordered and consistent with the Agreement and Preliminary Approval Order. All Settlement Class Members who submitted Valid Claims shall receive their Settlement Class Member Benefits pursuant to the Settlement's terms. All Settlement Class Members who did not submit a Claim, or for whom the Claim

is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

5. The distribution plan for Settlement Class Member Benefits proposed by the Parties in the Agreement is fair, reasonable, and adequate.

6. The Class Representatives and Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of Settlement Class Members in connection with the Settlement.

7. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

8. All Parties to this Action, including all Settlement Class Members, are bound by the Settlement as set forth in the Agreement and this Order, except Woodson H. Toenes, Donna H. Hummer and Ethel Wilson who have submitted valid and timely requests to opt out of the Settlement Agreement.

9. The appointment of Plaintiffs as the Class Representatives is affirmed.

10. The appointment of Class Counsel is affirmed.

11. The appointment of the Settlement Administrator is affirmed.

12. The Court affirms its findings that the Settlement Class meets the relevant requirements of Florida Rule of Civil Procedure 1.220(a) and (b)(2) and (3), for the purposes of Settlement only, in that: (1) the number of members of the Settlement Class is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the members of the Settlement Class; (3) the claims of the Plaintiffs are typical of the claims of the members of the Settlement Class; (4) the Plaintiffs are adequate representatives for the Settlement Class, and have retained experienced and adequate Class Counsel; (5) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Members; and (6) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. In finding the Settlement fair, reasonable, and adequate, the Court has also considered that there were no objections to the Settlement, and only three opt-outs, indicating an overwhelming positive reaction from the

Settlement Class, and the opinion of competent counsel concerning such matters.

13. Therefore, the Court finally certifies the following Settlement Class:

All living individuals residing in the United States who were sent a notice of the Data Incident indicating their Private Information may have been impacted in the Data Incident.

Excluded from the Settlement Class are (a) all persons who are directors, officers, members, and agents of Defendant, or their respective subsidiaries and affiliated companies, and any entity in which Defendant has a controlling interest; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; (d) all Settlement Class Members who timely opted-out of the Settlement; and (e) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge.

14. Judgment shall be, and hereby is, entered dismissing the Action with prejudice, on the merits.

15. Upon the Effective Date, and in consideration of the Settlement relief and other consideration described in the Settlement Agreement, the Releasing Parties shall be deemed to have, and by operation of this Final Approval Order shall have, fully, finally, and irrevocably released, acquitted, relinquished, and forever discharged Defendant and the Released Parties from any and all Released Claims, and shall be forever barred from instituting, maintaining or prosecuting any and all liabilities, rights, claims, actions, causes of actions, demands, damages, costs, attorneys' fees, losses, and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated, legal, statutory, or equitable, based on contract, tort, or any other theory whether on behalf of themselves or others, that result from, arise out of, are based upon, or related to the Data Incident that the Releasing Parties may have or had.

16. Each Party expressly waives state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California's Unfair Competition Law,

California Civil Code section 17200 *et seq.* Each Party expressly waives all rights under California Civil Code section 1542, which provides:

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

The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, *et seq.*, Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

17. Class Counsel is awarded \$600,000.00 for attorneys' fees and \$9,961.25 in reasonable costs. These payments shall be made out of the Settlement Fund in accordance with the Agreement. The Court evaluated settlement Class Counsel's request and concludes that amount is fair and within the range of reason.

18. The Class Representatives shall be awarded Service Awards in the amount of \$3,000.00 each. The Service Awards shall be payable out of the Settlement Fund in accordance with the Agreement.

19. Plaintiffs and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

20. The Court hereby retains and reserves jurisdiction over: (1) implementation of this Settlement and any distributions to the Settlement Class Members; (2) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed


pursuant to the terms of the Agreement, including the exhibits appended thereto; and (3) all Parties, for the purpose of enforcing and administering the Settlement.

21. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Final Approval Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The Action shall return to its status immediately prior to execution of the Agreement.

22. All Settlement Class Members shall be bound by this Final Approval Order.

23. There being no just reason for delay, the Clerk of Court is hereby directed to close the action forthwith.

DONE AND ORDERED in Chambers at Broward County, Florida on 27th day of May, 2026.


CACE25019099 05-27-2026 5:05 PM
CACE25019099 05-27-2026 5:05 PM
Hon. Michael Robinson
CIRCUIT COURT JUDGE
Electronically Signed by Michael Robinson

Copies Furnished To:

Jake Hessinger , E-mail : jhessinger@bakerlaw.com
Jake Hessinger , E-mail : orlbakerdocket@bakerlaw.com
Jake Hessinger , E-mail : lacosta@bakerlaw.com
Jeffrey M Ostrow , E-mail : marcheco@kolawyers.com
Jeffrey M Ostrow , E-mail : koparalegals@kolawyers.com
Jeffrey M Ostrow , E-mail : ostrow@kolawyers.com
Mariya Weekes , E-mail : mweekes@milberg.com
Mariya Weekes , E-mail : Mweekes@milberg.com
Mariya Weekes , E-mail : ljordan@milberg.com
Mariya Weekes , E-mail : hsheflin@milberg.com
Steven Sukert , E-mail : sukert@kolawyers.com