

Exhibit D

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
United States District Court Middle District of Florida, Tampa Division
Lomedico and Niblock v. MarineMax, Inc., Case No.: 8:24-cv-01784

A Court has authorized this Long Form Notice (“Notice”).
This is not a solicitation from a lawyer.

**If You Are A Natural Person Residing in the United States Who Received A Notice Letter
from MarineMax, Inc. or Newcoast as a result of the Data Incident, You Are Eligible to
Receive Payments from a Class Action Settlement**

- A Court authorized this Notice to those that are eligible to receive a Settlement Payment from a proposed \$1,018,825.50 Class Action Settlement. To be eligible to make a claim, you must be a natural person residing in the United States who received a Notice Letter from MarineMax, Inc. or Newcoast as a result of the Data Incident.
 - The Consolidated Action alleges various claims against MarineMax, or Defendant, arising from the unauthorized access to MarineMax’s data environment in and around March 2024 (“the Data Incident”). MarineMax estimates, based upon its records, that there are approximately 123,494 Settlement Class Members.
 - Defendant denies any wrongdoing and any liability but has agreed to settle the litigation on a class-wide basis.
 - Settlement Class Members who submit a Valid Claim will be eligible to receive:
 - ❖ **Actual Identity Theft Losses** – reimbursement for documented Actual Identity Theft Losses reasonably traceable to the Data Incident of up to **\$5,000** per individual Authorized Claimant;
 - ❖ **Out-of-Pocket Expenses** – reimbursement for documented Out-of-Pocket Expenses reasonably traceable to the Data Incident of up to **\$2,000** per individual Authorized Claimant;
 - ❖ **Credit Monitoring** – Authorized Claimants who did not elect to receive 2-years of credit monitoring and identity theft protection previously offered by Defendant in the Notice Letter sent by Defendant may elect up to **three (3) years of one-bureau Credit Monitoring**. Authorized Claimants who did elect to receive 2-years of credit monitoring and identity theft protection previously offered by Defendant in the Notice Letter sent by Defendant may elect up to an additional **12-months** of one-bureau Credit Monitoring;
- AND**
- ❖ **Cash Payment** - After the Actual Identity Theft Losses, Out-of-Pocket Expenses, and Credit Monitoring are deducted from the Net Settlement Fund, Authorized Claimants shall be entitled to a *pro rata* share of the Net Settlement Fund remaining. Cash Payments will be on an equal percentage basis, and are subject to a per person cap of **\$500**.

- To submit a claim, visit www.aaaaaaaaaaaaa.com, email info@aaaaaaaaaaa.com or call (XXX) XXX-XXXX to request a Claim Form no later than **<<Claim Form Deadline>>**.
- For more information, visit www.aaaaaaaaaaaaa.com, email info@aaaaaaaaaaa.com or call (XXX) XXX-XXXX.

Please read this Notice carefully. Your legal rights will be affected, and you have a choice to make at this time.

	Summary of Legal Rights	Deadline(s)
Submit a Claim Form	The only way to receive reimbursement for Actual Identity Theft Losses, Out-of-Pocket Expenses, Credit Monitoring and/or Cash Payment from the Class Action Settlement.	Submitted, Mailed, or postmarked on or before << Claim Form Deadline >>
Exclude Yourself by Opting Out of the Class	Receive no payment. This is the only option that allows you to keep your right to bring any other lawsuit against the Released Parties for the Released Claims.	Mailed and postmarked on or before << Exclusion Deadline >>
Object to the Settlement and/or Attend the Final Approval Hearing	You can write the Court about why you object to the Class Action Settlement. The Court cannot order a different settlement. You can also ask to speak to the Court at the Final Approval Hearing on << Final Approval Hearing Date >>, about the fairness of the Class Action Settlement, with or without your own attorney.	Mailed and postmarked, and Filed with the Court on or before << Objection Deadline >>
Do Nothing	You receive nothing from the Class Action Settlement, but you give up any right to bring any other lawsuit against the Released Parties for the Released Claims.	N/A

- Your rights and options as a Settlement Class Member – **and the deadlines to exercise your rights** – are explained in this Notice.
- The Court still will have to decide whether to approve the Class Action Settlement. Payments to Settlement Class Members will be made only if the Court approves the Class Action Settlement and after any possible appeals are resolved.

BASIC INFORMATION

1. Why is there a Notice?

The Court authorized this Notice because you have a right to know about the Class Action Settlement, and all of your options, before the Court decides whether to give “final approval” to the Class Action Settlement. This Notice explains the nature of the Consolidated Action that is the subject of the Class Action Settlement, the general terms of the Class Action Settlement, and your legal rights and options.

Judge Mary S. Scriven of the United States District Court Middle District of Florida, Tampa Division is overseeing this case captioned as *Lomedico and Niblock v. MarineMax, Inc.*, Case No.: 8:24-cv-01784. The people who brought the Consolidated Action are called the Plaintiffs or Settlement Class Representatives. The company being sued, MarineMax, Inc. and its subsidiaries Newcoast Insurance Services, LLC, MarineMax East, Inc., and Newcoast Financial Services, LLC (together “MarineMax”), are called the Defendant.

2. What is the Consolidated Action about?

The Consolidated Action alleges various claims against MarineMax, or Defendant, arising from the unauthorized access to MarineMax’s data environment in and around March 2024, or the Data Incident. MarineMax estimates based upon its records that there are approximately 123,494 Settlement Class Members.

Defendant denies these claims and that it did anything wrong. No court or other judicial entity has made any judgment or other determination that Defendant has done anything wrong.

3. Why is this a class action?

In a class action, one or more people called “Settlement Class Representatives” or “Plaintiffs” sue on behalf of all people who have similar claims. Together, all of these people are called a “Settlement Class,” and the individuals are called “Settlement Class Members.” One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Class Action Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to the Class Action Settlement. The Class Action Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to Settlement Class Members. The Plaintiffs appointed to represent the Settlement Class, and the attorneys for the Settlement Class, Settlement Class Counsel, (see Question 17) think the Class Action Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

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

You are potentially a Settlement Class Member if you are a natural person residing in the United States who receives a Notice Letter from MarineMax, Inc. or Newcoast as a result of the Data Incident.

Excluded from the Settlement Class are all attorneys and employees of Settlement Class Counsel,

QUESTIONS? Visit www.website.com, email info@xxxxxxxxxx.com, or call toll-free (XXX) XXX-XXXX

any judicial officer to whom this case is assigned, and persons who validly and timely opt-out of the Class Action Settlement.

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

If you are not sure whether you are included in the Class Action Settlement, you may call (XXX) XXX-XXXX or email info@xxxxxxxx.com with questions. You may also write with questions to:

MarineMax Data Incident Consolidated Action
c/o Kroll Settlement Administration LLC
P.O. Box xxxxx
New York, NY 10150-xxxx

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Class Action Settlement provide?

All Settlement Class Members shall have the opportunity to submit a Claim Form for certain claimed benefits. The claimed benefits, as described below, shall include: (a) Actual Identity Theft Losses; (b) Out-of-Pocket Expenses; (c) Credit Monitoring; and (d) Cash Payments. **You may submit a claim for one or more of the Class Action Settlement benefits.**

8. What payments are available for reimbursement under the Class Action Settlement?

Settlement Class Members who submit a Valid Claim are eligible to receive any or all of the following:

- a) **Actual Identity Theft Losses** – reimbursement for Actual Identity Theft Losses reasonably traceable to the Data Incident of up to \$5,000 per individual Authorized Claimant;
 - To claim this benefit, Authorized Claimants will be required to provide documentation and affirm under penalty of perjury to incurring Actual Identity Theft Losses.
- b) **Out-of-Pocket Expenses** – reimbursement for Out-of-Pocket Expenses reasonably traceable to the Data Incident of up to \$2,000 per individual Authorized Claimant, including, without limitations:
 - professional fees including attorneys' fees, accountants' fees, and fees for credit repair services;
 - costs associated with freezing or unfreezing credit with any credit reporting agency;
 - credit monitoring costs that were incurred on or after mailing of the notice of Data Incident, through the date of claim submission; and
 - miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.
 - To claim this benefit, Authorized Claimants will be required to provide documentation and affirm under penalty of perjury to incurring Out-of-Pocket Expenses.
- c) **Credit Monitoring** – Authorized Claimants who did not elect to receive two (2) years of Credit Monitoring and identity theft protection previously offered by Defendant in the

Notice Letter sent by Defendant may elect up to three (3) years of one-bureau Credit Monitoring. Authorized Claimants who did elect to receive two (2) years of Credit Monitoring and identity theft protection offered by Defendant in the Notice Letter sent by Defendant may elect up to an additional 12-months of one-bureau Credit Monitoring;

- d) **Cash Payment** - After the Actual Identity Theft Losses, Out-of-Pocket Expenses, and Credit Monitoring are deducted from the Net Settlement Fund, Authorized Claimants shall be entitled to a *pro rata* share of the Net Settlement Fund remaining. Cash Payments will be on an equal share basis, and are subject to a per person cap of \$500.

Cash Payments will be subject to a *pro rata* increase (subject to a \$500 cap) from the Net Settlement Fund in the event the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund. In the unexpected event the value of Credit Monitoring on its own exhausts the amount of the Net Settlement Fund, the length of the Credit Monitoring provided will be reduced as necessary to bring the cost within the Net Settlement Fund.

HOW DO YOU SUBMIT A CLAIM?

9. How do I get a benefit?

To receive a benefit under the Class Action Settlement, you must complete and submit a claim online at www.aaaaaaaaaaaaaaaaaaaa.com, or by mail to MarineMax Data Incident Consolidated Action, c/o Kroll Settlement Administration LLC, P.O. Box [xxxxxx](#), New York, NY 10150-[xxxx](#). Read the Claim Form instructions carefully, fill out the Claim Form, provide the required documentation if necessary, and submit online by **<<Claim Form Deadline>>** or by mail and postmarked by **<<Claim Form Deadline>>**.

10. When will I get my Settlement Payment?

The Court will hold a hearing on **<<DATE>>**, at **<<TIME>>** a.m. ET to decide whether to approve the Class Action Settlement. If the Court approves the Class Action Settlement, there may be appeals from that decision and resolving them can take time, perhaps more than a year. It also takes time for all of the Claim Forms to be processed. Please be patient.

11. What am I giving up as part of the Class Action Settlement?

The Released Parties get a release from all claims covered by this Class Action Settlement, the Released Claims. Thus, if the Class Action Settlement becomes final and you do not exclude yourself from the Class Action Settlement, you will be a Settlement Class Member and you will give up your right to sue the Defendant and its past or present parents, subsidiaries, divisions, and related or affiliated entities, of any nature whatsoever, whether direct or indirect, as well as each of Defendant's and these entities' respective and its past or present direct and indirect parents, affiliates and subsidiaries (whether or not wholly owned) and its respective present and former directors, officers, employees, managers, agents, insurers, reinsurers, co-insurers, shareholders, members, attorneys, advisors, consultants, trustees, representatives, affiliates, third-party vendors and contractors, related companies, parents, subsidiaries (whether or not wholly owned), joint ventures, divisions, predecessors, successors, any or all of the above persons or entities referenced in this paragraph, any person related to any such entities who is, was, or could have been named as a Defendant in the Consolidated Action. This release is described in the Agreement, which is available at www.aaaaaaaaaaaaaaaaaaaa.com. If you have any questions, you can talk to Settlement Class

Counsel listed in Question 17 for free or you can talk to your own lawyer.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of the Class Action Settlement, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as “opting-out” of the Settlement Class.

12. If I exclude myself, can I get a payment from this Class Action Settlement?

No. If you exclude yourself, you will not be entitled to receive any benefits from the Class Action Settlement and you will not be bound by any Final Approval Order and Judgment.

13. If I do not exclude myself, can I sue Released Parties for the same thing later?

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

14. How do I exclude myself from the Class Action Settlement?

To exclude yourself, you must send a letter requesting exclusion by first class mail to the Claims Administrator. The letter must be individually signed (with a physical signature) and timely submitted to the Claims Administrator. To be effective, the written request for exclusion must include the following: (1) the title of the Consolidated Action; (2) the full name, address, telephone number, and email address of the person requesting exclusion; and (3) a statement that he or she requests exclusion from the Settlement Class. You must mail your request for exclusion postmarked by **<<Exclusion Deadline>>**, to:

MarineMax Data Incident Consolidated Action
c/o Kroll Settlement Administration LLC
P.O. Box **XXXXX**
New York, NY 10150-**XXXX**

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not like the Class Action Settlement?

You can tell the Court that you do not agree with the Class Action Settlement or some part of it by objecting to the Class Action Settlement. To object, you must file your objection with the Court and serve by first class mail on Defense Counsel and Settlement Class Counsel, at the mailing addresses listed below, postmarked by **no later than <<Objection Deadline>>**:

Clerk of the Court	Settlement Class Counsel	Defense Counsel
<<Court Address>>	Mariya Weekes Milberg Coleman Bryson Phillips Grossman, PLLC <<ADDRESS>>	Shardul Desai Brandon White Jessica Kramer Holland & Knight LLP

	Brittany Resch Strauss Borrelli, PLLC 980 N Michigan Ave, Suite 1610, Chicago, IL, 60611	100 North Tampa Street, Suite 4100 Tampa, FL 33602
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Your objection must be written and must include all of the following:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees and Costs;
- e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;
- f. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;
- g. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- h. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- i. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- j. the objector's signature (an attorney's signature is not sufficient).

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

Objecting is telling the Court that you do not like the Class Action Settlement and why you do not think it should be approved. You can object only if you are a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any benefits from the Class Action Settlement. If you exclude yourself, you have no basis to object because you are no longer a Settlement Class Member, and the case no longer affects you. If you submit both a valid objection and a valid request for exclusion, you will be deemed to have only submitted the request to be excluded.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court appointed Mariya Weekes of Milberg Coleman Bryson Phillips Grossman, PLLC and Brittany Resch of Strauss Borrelli, PLLC as Settlement Class Counsel to represent the Settlement Class. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers be paid?

Settlement Class Counsel will file an application to be paid from the Gross Settlement Amount. Settlement Class Counsel will make a motion for attorneys' fees and expenses in an amount no more than one-third of the of the Gross Settlement Amount (\$339,268.90) and actual out-of-pocket costs, currently estimated not to exceed \$10,000, paid from the Gross Settlement Amount, to the extent approved by the Court. Any such award would compensate Settlement Class Counsel for investigating the facts, litigating the case, and negotiating the Class Action Settlement, and will be the only payment to them for their efforts in achieving this Class Action Settlement.

Any motion for attorneys' fees and expenses for Settlement Class Counsel must be approved by the Court. The Court may award less than the amounts requested. Settlement Class Counsel's papers in support of final approval of the Class Action Settlement will be filed no later than <<Deadline to File Motion for Final Approval>> and their application will be filed no later than <<Deadline to File Motion for fees, expenses, and service awards>>, and will be posted on the Settlement Website.

THE COURT'S FINAL APPROVAL HEARING

19. When and where will the Court decide whether to approve the Class Action Settlement?

The Court will hold a Final Approval Hearing at <<TIME>> a.m. ET on <<DATE>>, at the <<Court Address>>, Room <<Number>> as ordered by the Court. At this hearing, the Court will consider whether the Class Action Settlement is fair, reasonable, and adequate. If there are timely and valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing. The Court will also rule on the motion for attorneys' fees and expenses. After the hearing, the Court will decide whether to approve the Class Action Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Settlement Class Counsel recommends checking the Settlement Website www.xxxxxxxxxxxxxxxxxx.com, email info@xxxxxxxx.com, or calling (XXX) XXX-XXXX.

20. Do I have to attend the hearing?

No. Settlement Class Counsel will present the Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to attend the hearing to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 15, the Court will consider it.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file an objection according to the instructions in Question 15, including all the information

required. Your objection must be **filed** with the Court and served by first-class mail on Defense Counsel and Settlement Class Counsel, at the mailing addresses listed above, postmarked by no later than <<**the Objection Deadline**>>.

IF YOU DO NOTHING

22. What happens if I do nothing?

If you do nothing, you will not receive any payment from this Class Action Settlement. If the Class Action Settlement is granted final approval and the judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or the other Released Parties based on any of the Released Claims.

ADDITIONAL INFORMATION

23. How do I get more information?

This Notice summarizes the Class Action Settlement. More details are in the Agreement itself. A copy of the Settlement Agreement is available at www.xxxxxxxxxxxxxx.com. You may also call or email the Claims Administrator with questions or to receive a Claim Form at info@xxxxxxxx.com or **(XXX) XXX-XXXX**.

24. What if my contact information changes or I no longer live at my address?

It is your responsibility to inform the Claims Administrator of your updated information. You may do so at the address below, email info@xxxxxxxx.com, or visit the contact page of the Settlement Website:

MarineMax Data Incident Consolidated Action
c/o Kroll Settlement Administration LLC
P.O. Box **XXXXXX**
New York, NY 10150-**XXXX**

**PLEASE DO NOT CONTACT THE COURT, CLERK OF THE COURT OR
SETTLEMENT CLASS COUNSEL FOR INFORMATION ABOUT THE CLASS ACTION
SETTLEMENT**

Exhibit E

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Your claim must be
submitted online or
postmarked by:

<<Claim Form
Deadline>>

CLAIM FORM FOR MARINEMAX DATA INCIDENT

Lodemico and Niblock v. MarineMax, Inc.

Case No.: 8:24-cv-01784

United States District Court Middle District of Florida, Tampa Division

**MARINEMAX-
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GENERAL INSTRUCTIONS

You are eligible to receive a payment from a proposed \$1,018,825.50 Class Action Settlement. To be eligible to make a claim, you must be a natural person who was identified to receive a notification letter from MarineMax, Inc. or Newcoast as a result of the Data Incident. You may submit a claim for benefits, outlined below. Please refer to the Long Form Notice posted on the Settlement Website www.xxxxxxxxxxxxxxxxxxxxxx.com, for more information on submitting a Claim Form.

To receive a reimbursement or Cash Payment from this Class Action Settlement via an electronic payment, you must submit the Claim Form below electronically at www.Website.com by <<Claim Form Deadline>>.

This Claim Form may be submitted electronically *via* the Settlement Website at www.xxxxxxxxxxxxxxxxxxxxxx.com or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

MarineMax Data Incident Consolidated Action

c/o Kroll Settlement Administration LLC

P.O. Box **XXXX**

New York, NY 10150-**XXXX**

You may submit a claim for all of following benefits:

- 1) **Actual Identity Theft Losses** – reimbursement for Actual Identity Theft Losses reasonably traceable to the Data Incident of up to **\$5,000** per individual Authorized Claimant;
- 2) **Out-of-Pocket Expenses** – reimbursement for Out-of-Pocket Expenses, reasonably traceable to the Data Incident of up to **\$2,000** per individual Authorized Claimant;
- 3) **Credit Monitoring** – Authorized Claimants who did not elect to receive two (2) years of credit monitoring and identity theft protection previously offered by Defendant in the notice letter sent to Settlement Class Member in connection with the Data Incident may elect up to three (3) years of one-bureau Credit Monitoring. Authorized Claimants who did elect to receive two (2) years of credit monitoring and identity theft protection previously offered by Defendant in connection with the Data Incident may elect up to an addition 12-months of one-bureau Credit Monitoring;

AND

- 4) **Cash Payment** - After the Actual Identity Theft Losses, Out-of-Pocket Expenses, and Credit Monitoring are deducted from the Net Settlement Fund, Authorized Claimants shall be entitled to a pro rata share of the Net Settlement Fund remaining. Cash Payments will be on an equal percentage basis, and is subject to a per person cap of **\$500**.

Settlement Class Cash Payments will be subject to a *pro rata* increase (subject to a \$500 cap) from the Net Settlement Fund in the event the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund. In the unexpected event the value of Credit Monitoring on its own exhausts the amount of the Net

Questions? Go to www.xxxxxxxxxxxxxxxxxxxxxx.com or call (XXX) XXX-XXXX.

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I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Last Name

Address 2

State

Zip Code

Email Address (optional): _____@_____

Telephone Number: () -

II. PROOF OF DATA INCIDENT SETTLEMENT CLASS MEMBERSHIP

Check this box to certify that you are a natural person who was identified to receive a notification letter from MarineMax, Inc. or Newcoast as a result of the Data Incident.

Enter the Settlement Class Member ID Number provided on your Notice:

Unique ID: 0 0 0 0 0 _____

Questions? Go to www.xxxxxxxxxxxxxxxxxxxxxx.com or call (XXX) XXX-XXXX.

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Authorized Claimants will be able to submit a claim for reimbursement for Actual Identity Theft Losses reasonably traceable to the Data Incident of up to \$5,000 per individual Authorized Claimant. To claim this benefit, Authorized Claimant will be required to provide documentation, and affirm under penalty of perjury their belief that the claimed losses are due to the Data Incident.

☐ I incurred Actual Identity Theft Losses, and have attached documentation showing that the claimed losses were more likely than not caused by the Data Incident. I have submitted reasonable documentation that the Actual Identity Theft Losses and charges claimed were both actually incurred and plausibly arose from the Data Incident. Failure to provide supporting documentation of the Actual Identity Theft Losses referenced above, as requested on the Claim Form, shall result in denial of a claim. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support other submitted documentation.

Cost Type (Fill all that apply)	Approximate Date of Actual Identity Theft Loss	Amount of Actual Identity Theft Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
Example: Identity Theft Protection Service	07/17/20 (mm/dd/yy)	\$50.00	Copy of identity theft protection service bill
	____/____/____ (mm/dd/yy)	\$_____.	
	____/____/____ (mm/dd/yy)	\$_____.	
	____/____/____ (mm/dd/yy)	\$_____.	

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Every Settlement Class Member may submit a claim for up to \$2,000 for Out-of-Pocket Expenses and losses including proven actual monetary losses, upon submission of a valid Claim Form. To claim this benefit, Authorized Claimants will be required to provide documentation, and affirm under penalty of perjury their belief that the claimed losses are due to the Data Incident.

- professional fees including attorneys' fees, accountants' fees, and fees for credit repair services;
- costs associated with freezing or unfreezing credit with any credit reporting agency;
- credit monitoring costs that were incurred on or after mailing of the notice of Data Incident, through the date of claim submission;
- miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and other expenses fairly traceable to the Data Incident.

☐ I incurred Out-of-Pocket Expenses, and have attached documentation showing that the claimed losses were more likely than not caused by the Data Incidents. I have submitted reasonable documentation that the Out-of-Pocket Expenses and charges claimed were both actually incurred and plausibly arose from the Data Incident. Failure to provide supporting documentation of the Out-of-Pocket Expenses referenced above, as requested on the Claim Form, shall result in denial of a claim. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support other submitted documentation.

Cost Type (Fill all that apply)	Approximate Date of Out-of-Pocket Expense	Amount of Out-of-Pocket Expense	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
Example: Identity Theft Protection Service	<u>07/17/20</u> (mm/dd/yy)	\$50.00	Copy of identity theft protection service bill
	<u> </u> / <u> </u> / <u> </u> (mm/dd/yy)	\$_____.	
	<u> </u> / <u> </u> / <u> </u> (mm/dd/yy)	\$_____.	
	<u> </u> / <u> </u> / <u> </u> (mm/dd/yy)	\$_____.	

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Authorized Claimants who did not elect to receive two (2) years of Credit Monitoring and identity theft protection previously offered by Defendant in the notice letter sent to the Settlement Class Member in connection with the Data Incident may elect up to three (3) years of one-bureau Credit Monitoring.

☐ Yes, I would like to receive three (3) years of one-bureau Credit Monitoring and did not receive two (2) year of Credit Monitoring previously offered by Defendant in the notice letter sent to Settlement Class Members

Authorized Claimants who did elect to receive two (2) years of Credit Monitoring and identity theft protection previously offered by Defendant in connection with the Data Incident may elect up to an additional 12-months of one-bureau Credit Monitoring.

☐ Yes, I would like to receive an additional 12-months of one-bureau Credit Monitoring and did receive two (2) years of Credit Monitoring previously offered by Defendant in the notice letter sent to Settlement Class Members.

If your claim is approved you will receive an activation for the service by mail or email, along with instructions on how to activate the service. If you select this benefit, you may also claim reimbursement for Actual Identity Theft Losses, Out-of-Pocket Losses, and Cash Payment.

By checking the below box, I choose a *pro rata*, or equal share, Cash Payment (subject to a \$500 cap). **You may also submit a claim for the benefits above.**

☐ Yes, I choose a *pro rata* Cash Payment.

I swear and affirm under the laws the State of Florida 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.

Signature

_____/_____/_____
Date

Print Name _____

Questions? Go to www.xxxxxxxxxxxxxxxxxxxxxx.com or call (XXX) XXX-XXXX.

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