

# Exhibit E

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT  
UNITED STATES DISTRICT COURT, MIDDLE DISTRICT OF FLORIDA, TAMPA  
DIVISION**

***Viviani v. Watson Clinic LLP*, Case No. 8:24-cv-2157-SDM-LSG**

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

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**If You Previously Received a Letter Notifying You of the Data Incident  
Watson Clinic Discovered in February 2024, You Could be Eligible for a Payment from a  
Class Action Settlement**

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- You may be eligible to receive a payment from a proposed \$10,000,000 non-reversionary class action settlement (the “Settlement Fund”).
- The class action lawsuit concerns a security incident that Watson Clinic discovered in February 2024 (the “Data Incident”) where an unauthorized third-party gained access to certain information—which may have included the name, address, birthdate, Social Security number or similar government identifier, driver’s license number, financial account information, and/or medical information, which may include details such as diagnoses, treatments, pre- and/or post-operative medically necessary images, pre- and/or post-operative medically necessary images, or medical record numbers (“Private Information”) of Watson Clinic’s current and former patients. For certain individuals, the unauthorized third party published digital images on the dark web.
- If you received a notice letter from Watson Clinic about the Data Incident, then you are a Settlement Class Member.
- Watson Clinic denies any wrongdoing and denies that it has any liability.
- The parties have agreed to settle the lawsuit on a classwide basis—and Settlement Class Members (like you) are now entitled to get cash payments.
- You can potentially receive one, two, three, or all four of the following benefits:

**1. Digital Image Cash Payments:** Each Settlement Class Member who had one or more digital images published on the dark web as a result of the Data Incident will be sent a cash payment via check (“Digital Image Cash Payment”)—without the need to file a claim form— according to the contents of the digital image, as follows:

- **Full face and exposed sensitive areas (ESA).** A cash payment of \$75,000.00 will be sent to each Settlement Class Member who had at least one (1) digital image published containing (i) his or her face (including eyes) and (ii) an Exposed Sensitive Area (ESA) (the “Full Face and ESA Group”).
- **Partial face and ESA.** A cash payment of \$40,000.00 will be sent to each Settlement Class Member who is not in the Full Face and ESA Group and had at least one (1) digital image published containing (i) part of his or her face (below the eyes) and (ii) an ESA (the “Partial Face and ESA Group”).
- **No face and ESA.** A cash payment of \$10,000.00 will be sent to each Settlement Class Member who is not in the Full Face and ESA Group

or the Partial Face and ESA Group and had at least one (1) digital image published containing (i) none of his or her face and (ii) an ESA (the “No Face and ESA Group”).

- **Full face and partial clothing of sensitive areas.** A cash payment of \$10,000.00 will be sent to each Settlement Class Member who is not in the Full Face and ESA Group, the Partial Face and ESA Group, or the No Face and ESA Group and had at least one (1) digital image published containing (i) his or her face (including eyes) and (ii) a sensitive portion of his or her body covered by undergarments (the “Full Face and Partial Clothing Group”).
- **Partial face and partial clothing of sensitive areas.** A cash payment of \$7,500.00 will be sent to each Settlement Class Member who is not in the Full Face and ESA Group, the Partial Face and ESA Group, the No Face and ESA Group, or the Full Face and Partial Clothing Group and had at least one (1) digital image published containing (i) part of his or her face (below the eyes) and (ii) a sensitive portion of his or her body covered by undergarments (the “Partial Face and Partial Clothing Group”).
- **No face and partial clothing of sensitive areas.** A cash payment of \$5,000.00 will be sent to each Settlement Class Member who is not in the Full Face and ESA Group, the Partial Face and ESA Group, the No Face and ESA Group, the Full Face and Partial Clothing Group, or the Partial Face and Partial Clothing Group and had at least one (1) digital image published containing (i) none of his or her face and (ii) a sensitive portion of his or her body covered by undergarments (the “No Face and Partial Clothing Group”).
- **Non-Sensitive.** A cash payment of \$100.00 will be sent to each Settlement Class Member who is not in the Full Face and ESA Group, the Partial Face and ESA Group, the No Face and ESA Group, the Full Face and Partial Clothing Group, the Partial Face and Partial Clothing Group, or the No Face and Partial Clothing Group and had at least one (1) digital image published containing any portion of his or her body, but which was neither an ESA nor sensitive (the “Non-Sensitive Group”).

Any funds from uncashed checks for Digital Image Cash Payments will be redistributed via checks with a uniform, pro rata, percentage increase to those Settlement Class Members who cashed checks for Digital Image Cash Payments.

Each of the above categories are mutually exclusive, and a class member that is eligible for a Digital Image Cash Payment will be eligible for only one such payment, categorized based upon the highest amount applicable to any published digital images concerning that class member.

2. **Unreimbursed “Ordinary” Out-of-Pocket Losses:** All Settlement Class members may submit a claim for Ordinary Out-of-Pocket Losses up to \$500 per individual. “Ordinary Out-of-Pocket Losses” are unreimbursed costs, losses, or expenditures incurred by a Class member in responding to notice of the Data

Incident that were incurred between January 26, 2024, and the Claims Deadline

3. **Unreimbursed “Extraordinary” Losses and Lost Time:** In addition to submitting a claim for Ordinary Out-of-Pocket Losses, Settlement Class Members who believe they have suffered identity theft, fraud, or other extraordinary losses may submit a claim for Extraordinary Losses and Attested Time up to \$6,500 per individual. “Extraordinary Losses” are unreimbursed costs, losses, or expenditures incurred by a Settlement Class Member that are fairly traceable to the Data Incident, and are costs, losses, or expenditures that are not reimbursable as Ordinary Out-of-Pocket Losses. Settlement Class Members with valid, documented Extraordinary Losses may also submit a claim for up to 5 hours of time spent remedying issues related to the Data Incident at a rate of \$25 per hour by providing an attestation and a brief description of: (1) the actions taken in response to the Data Incident; and (2) the time associated with each action (“Attested Time”).
  
  4. **Residual Cash Payment:** In addition to, or in the alternative to, making Claims for Digital Image Cash Payments, Ordinary Out-of-Pocket Losses, and/or Extraordinary Losses and Attested Time, Settlement Class Members may elect to receive a cash payment of up to \$50 on a claims-made basis. All Settlement Class Members with an approved claim will receive the Residual Cash Payment, if funds are available. The amount of the Residual Cash Payment will be calculated by subtracting from the \$10,000,000.00 Settlement Fund the aggregate amount of approved Claims for Digital Image Cash Payments, approved Claims for Ordinary Out-of-Pocket Losses, approved Claims for Extraordinary Losses and Attested Time, Costs of Claims Administration, service awards awarded by the Court, and attorney’s fees and litigation expenses awarded by the Court to determine the funds remaining in the Settlement Fund (the “Remainder”) and dividing the Remainder by the number of Settlement Class Members with an approved claim, and thus could be less than \$50.
- For more information or to submit a claim visit **www.TBD.com** or call 1-####-####-#### Monday through Friday, between 8:30 a.m. and 5:00 p.m. E.T.
  
  - **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)
<b>Submit a Claim Form</b>	The only way to receive payment other than Digital Image Cash Payments.	Submitted or Postmarked on or Before _____, 2025
<b>Exclude Yourself By Opting Out of the Class</b>	Receive no payment. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant for the same claims if you are a Settlement Class Member.	Submitted or Postmarked on or Before _____, 2025
<b>Object to the</b>	You can write the Court about	Received on or Before

<b>Settlement and/or Attend the Fairness Hearing</b>	why you agree or disagree with the Settlement. The Court cannot order a different Settlement. You can also ask to speak to the Court at the Final Fairness Hearing on _____, 2025 about the fairness of the Settlement, with or without your own attorney.	_____, 2025
<b>Do Nothing</b>	Receive no payment other than Digital Image Cash Payments. Give up rights if you are a Settlement Class Member.	No Deadline.

- 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 Settlement. Payments to Settlement Class Members will be made if the Court approves the Settlement and after any possible appeals are resolved.

#### **What This Notice Contains**

<b>Basic Information.....</b>	.....
<b>Who is in the Settlement.....</b>	.....
<b>The Settlement Benefits—What You Get if You Qualify.....</b>	.....
<b>How do You Submit a Claim.....</b>	.....
<b>What Does Defendant Get.....</b>	.....
<b>Excluding Yourself from the Settlement.....</b>	.....
<b>Objecting to the Settlement.....</b>	.....
<b>The Lawyers Representing You.....</b>	.....
<b>The Court’s Final Approval Hearing .....</b>	.....
<b>If You Do Nothing.....</b>	.....
<b>Getting More Information.....</b>	.....

### **BASIC INFORMATION**

#### **1. Why is there a notice?**

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

Settlement, and your legal rights and options.

Judge Steven D. Merryday of the United States District Court for the Middle District of Florida is overseeing this case captioned as *Viviani v. Watson Clinic LLP*, Case No. 8:24-cv-2157-SDM-LSG. The people who brought the lawsuit are called the Plaintiffs. The entity being sued, Watson Clinic LLP, is called the Defendant.

## **2. What is this lawsuit about?**

The lawsuit claims that Defendant was responsible for the Data Incident and asserts claims for negligence, breach of implied contract, breach of fiduciary duty, violation of the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), declaratory judgment, negligence *per se*, unjust enrichment, and invasion of privacy.

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

## **3. Why is this lawsuit a class action?**

In a class action, one or more people called class representatives or representative plaintiffs sue on behalf of all people who have similar claims. Together, all of these people are called a class, and the individuals are called class members. One court resolves the issues for all class members, except for those who exclude themselves from the class.

## **4. Why is there a Settlement?**

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to Settlement Class Members. The Class Representatives appointed to represent the Class and the attorneys for the Class (“Class Counsel,” see Question 18) think the Settlement is best for all Settlement Class Members.

# **WHO IS IN THE SETTLEMENT?**

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

You are affected by the Settlement and potentially a member of the Settlement Class if you are an individual U.S. resident to whom Watson sent notice of the Data Incident.

Only Settlement Class Members are eligible to receive benefits under the Settlement. Specifically excluded from the Settlement Class are: (1) the Judge and Magistrate Judge presiding over the Lawsuits, any members of the Judges’ respective staffs, and immediate members of the Judges’ respective families; (2) officers, directors, members and shareholders of Watson; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class and the successors and assigns of any such excluded persons; and (4) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity or occurrence of the Data Incident or who pleads nolo contendere to any such charge. Watson represents that there are no such individuals known within the Settlement Class.

## **6. What if I am not sure whether I am included in the Settlement?**

If you are not sure whether you are included in the Settlement, you may call 1-###-###-#### with questions. You may also write with questions to:

Watson Clinic Data Incident Claims Administrator  
address  
address  
www.TBD.com

## THE SETTLEMENT BENEFITS – WHAT YOU RECIEVE IF YOU QUALIFY

### 7. What does the Settlement provide?

The Settlement provides that Defendant will fund the following payments up to a total of \$10,000,000: (a) Digital Image Cash Payments ranging from \$100.00 to \$75,000.00 to individuals who had one or more digital images published on the dark web as a result of the Data Incident; (b) up to \$500 for reimbursement of your documented Ordinary Out-of-Pocket Losses reasonably traceable to the Data Incident, subject to adjustment as set forth below; (c) up to \$6,500 for Extraordinary Losses that are fairly traceable to the Data Incident, subject to adjustment as set forth below (including payment for up to 5 hours of time spent remedying issues related to the Data Incident at a rate of \$25 per hour, subject to adjustment as set forth below); and (d) a Residual Cash Payment of up to \$50, subject to adjustment as set forth below.

Any funds from uncashed checks for Digital Image Cash Payments will be redistributed via checks with a uniform, pro rata, percentage increase to those Settlement Class Members who cashed checks for Digital Image Cash Payments.

In addition to, or in the alternative to, making Claims for Ordinary Out-of-Pocket Losses and/or Extraordinary Losses and Attested Time, Settlement Class Members may elect to receive a cash payment of up to \$50 on a claims-made basis. All Settlement Class Members with an approved claim will receive the Residual Cash Payment, if funds are available. The amount of the Residual Cash Payment will be calculated by subtracting from the \$10,000,000.00 Settlement Fund the aggregate amount of approved Claims for Digital Image Cash Payments, approved Claims for Ordinary Out-of-Pocket Losses, approved Claims for Extraordinary Losses and Attested Time, Costs of Claims Administration, service awards awarded by the Court, and attorney's fees and litigation expenses awarded by the Court to determine the funds remaining in the Settlement Fund (the "Remainder") and dividing the Remainder by the number of Settlement Class Members with an approved claim, and thus could be less than \$50. The notice and claim forms will include the \$50 cap on Residual Cash Payment. Plaintiffs' counsel may select the font, size, and emphasis for the \$50 cap on the Residual Cash Payment and their placement within the notice and claim forms, subject to approval from Watson's counsel, which shall not be unreasonably withheld. If the aggregate amount of approved Claims for Ordinary Out-of-Pocket Losses, approved Claims for Extraordinary Losses and Attested Time, and approved Residual Cash Payments is less than the Remainder, the difference will be allocated with a uniform, pro rata percentage increase to Settlement Class Members eligible for Digital Image Cash Payments and distributed as described above in Paragraph 2.2.

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

Settlement Class Members who submit a claim are eligible to receive:

- a. **Reimbursement for "Ordinary" Out-of-Pocket Losses (up to \$500 in total).** "Ordinary Out-of-Pocket Losses" are unreimbursed costs, losses, or expenditures incurred by a Class



member in responding to notice of the Data Incident that were incurred between January 26, 2024, and the Claims Deadline.

- i. Ordinary Out-of-Pocket Losses may include, Ordinary Out-of-Pocket Losses may include, without limitation, the following: (1) costs associated with accessing or freezing/unfreezing credit reports with any credit-reporting agency; (2) other miscellaneous expenses incurred related to any Ordinary Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (3) credit monitoring or other mitigative costs.
- ii. Settlement Class Members who elect to submit a claim for reimbursement of Ordinary Out-of-Pocket Losses must provide to the Claims Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member's name and current address; (2) documentation supporting the unreimbursed cost, loss, or expenditure; (3) evidence that the losses were fairly traceable to the Data Incident; and (4) a brief description of the documentation describing the nature of the cost, loss, or expenditure, if the nature of the cost, loss, or expenditure is not apparent from the documentation alone. Documentation supporting Ordinary Out-of-Pocket Losses can include receipts or other documentation not "self-prepared" by the Settlement Class Member that demonstrates the costs incurred. "Self-prepared" documents, such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

**AND/OR**

**b. Reimbursement for "Extraordinary" Losses and Attested Time (up to \$6,500 in total).**

Extraordinary Losses are unreimbursed costs, losses, or expenditures incurred by a Settlement Class Member that are fairly traceable to the Data Incident, and are costs, losses, or expenditures that are not reimbursable as Ordinary Out-of-Pocket Losses.

- i. Settlement Class Members with valid, documented Extraordinary Losses may also submit a claim for up to 5 hours of time spent remedying issues related to the Data Incident at a rate of \$25 per hour by providing an attestation and a brief description of: (1) the actions taken in response to the Data Incident; and (2) the time associated with each action ("Attested Time").
- ii. Settlement Class Members who elect to submit a claim for reimbursement of Extraordinary Losses must provide to the Claims Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member's name and current address; (2) documentation supporting the unreimbursed cost, loss, or expenditure; (3) evidence that the losses were fairly traceable to the Data Incident; and (4) a brief description of the documentation describing the nature of the cost, loss, or expenditure, if the nature of the cost, loss, or expenditure is not apparent from the documentation alone. Documentation supporting Extraordinary Losses can include receipts or other documentation not "self-prepared" by the Settlement Class Member that documents the unreimbursed cost, loss, or expenditure incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

If the aggregate amount of approved Claims for Ordinary Out-of-Pocket Losses and approved Claims for Extraordinary Losses and Attested Time exceeds the remaining amount of the Settlement Fund after payment for notice and administration costs, service award payments approved by the Court, and attorney's fees and litigation expenses awarded by the Court,



approved Claims for Ordinary Out-of-Pocket Losses and approved Claims for Extraordinary Losses and Attested Time will be decreased pro rata to consume the remaining amount of the Settlement Fund.

**AND/OR**

- c. **Residual Cash Payment (capped at \$50).** All Settlement Class Members with an approved claim will receive the Residual Cash Payment, if funds are available. The amount of the Residual Cash Payment will be calculated by subtracting from the \$10,000,000.00 Settlement Fund the aggregate amount of approved Claims for Digital Image Cash Payments, approved Claims for Ordinary Out-of-Pocket Losses, approved Claims for Extraordinary Losses and Attested Time, Costs of Claims Administration, service awards awarded by the Court, and attorney's fees and litigation expenses awarded by the Court to determine the funds remaining in the Settlement Fund (the "Remainder") and dividing the Remainder by the number of Settlement Class Members with an approved claim, and thus could be less than \$50. If the aggregate amount of approved Claims for Ordinary Out-of-Pocket Losses, approved Claims for Extraordinary Losses and Attested Time, and approved Residual Cash Payments is less than the Remainder, the difference will be allocated with a uniform, pro rata percentage increase to Settlement Class Members eligible for Digital Image Cash Payments and distributed as described above in Paragraph 2.2.

**HOW DO YOU SUBMIT A CLAIM?**

**9. How do I get a benefit?**

To receive a benefit under the Settlement, you must complete and submit a claim for that benefit (a "Claim"). Every Claim must be made on a form ("Claim Form") available at [www.TBD.com](http://www.TBD.com) or by calling 1-###-###-####. A Claim Form will also be sent to Settlement Class Members as part of the postcard notice that will be mailed to Settlement Class Members. Read the instructions carefully, fill out the Claim Form, provide the required documentation, and submit it according to the instructions on the Claim Form.

**10. How will Claims be decided?**

The Claims Administrator will decide whether and to what extent any Claim made on each Claim Form is valid. The Claims Administrator may require additional information. If you do not provide the additional information in a timely manner, then the Claim will be considered invalid and will not be paid.

**11. When will I get my payment?**

The Court will hold a Final Fairness Hearing on \_\_\_\_\_, 2025 at \_\_\_\_\_.m. EST to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving those can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

**WHAT DOES DEFENDANT GET?**

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

The Defendant gets a release from all claims covered by this Settlement. Thus, if the Settlement becomes Final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue Defendant and other persons (“Released Parties”) individually as to all claims (“Released Claims”) arising out of or relating to the Data Incident. This release is described in the Settlement Agreement, which is available at [www.TBD.com](http://www.TBD.com). If you have any questions you can talk to the law firms listed in Question 18 for free or you can talk to your own lawyer.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

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

**13. If I exclude myself, can I get a payment from this Settlement?**

No. If you exclude yourself you will not be entitled to receive any benefits from the Settlement, but you will not be bound by any judgment in this case.

**14. If I do not exclude myself, can I sue Defendant for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Defendant (and any other Released Parties) separately for the claims that this Settlement resolves. If you want to exclude yourself, then do not submit a Claim Form to ask for any benefit under the Settlement.

**15. How do I exclude myself from the Settlement?**

To exclude yourself, send a letter that says you want to be excluded or opt-out from the Settlement in *Viviani v. Watson Clinic LLP*, Case No. 8:24-cv-2157-SDM-LSG United States District Court, Middle District of Florida. The letter must state your 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. You must mail your exclusion request postmarked by \_\_\_\_\_, 2025, to:

Watson Clinic Data Incident Claims Administrator  
Attn: Exclusion Request

address  
address

**OBJECTING TO THE SETTLEMENT**

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

You can tell the Court that you do not agree with the Settlement or some part of it by objecting to the Settlement. The Court will consider your views in its decision on whether to approve the Settlement. The Court can only approve or deny the Settlement and cannot change its terms. To object, you must mail your objection to the Clerk of the Court, counsel for Watson Clinic, and Proposed Class Counsel at the mailing addresses listed below, postmarked by **no later** than the Objection Deadline, \_\_\_\_\_, 2025:

Clerk of Court	Counsel for Watson Clinic
[INSERT]	Watson Clinic Data Incident Claims Administrator address address

Your objection must be written and must include all of the following: (i) the name or caption of this Litigation; (ii) the objector's full name, address, telephone number, and e-mail address (if any); (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class; (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vii) a statement identifying all class action settlements objected to by the objector in the previous 5 years; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative, if any.

To be timely, written notice of an objection in the appropriate form must be: (a) electronically filed by the Objection Date; or (b) mailed first-class postage prepaid to the Clerk of Court for the United States District Court for the Middle District of Florida and postmarked by no later than the Objection Date. Objections must also be served concurrently with their filing or mailing upon Proposed Class Counsel and counsel for Watson Clinic either via the Court's electronic filing system (if filed electronically) or via U.S. mail (if mailed to the Clerk of Court) at the addresses set forth below for Proposed Class Counsel and Watson Clinic's counsel.

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

Objecting is telling the Court that you do not like the 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 payment from the Settlement. If you exclude yourself, then you have no basis to object because you are no longer a member of the Settlement Class and the case no longer affects you. If you submit both a valid objection and a valid request to be excluded, you will be deemed to have only submitted the request to be excluded.

### THE LAWYERS REPRESENTING YOU

#### 18. Do I have a lawyer in this case?

Yes. The Court appointed Patrick A. Barthle II of Morgan & Morgan and Gary M. Klinger of Milberg to represent the Settlement Class. If you want to be represented by your own lawyer, then you may hire one at your own expense.

#### 19. How will the lawyers be paid?

Class Counsel will ask the Court for an award for attorney's fees up to 33% of the Settlement Fund, plus litigation expenses not to exceed \$100,000. Watson Clinic has agreed to not take a position as to any award of attorney's fees and litigation expenses up to those amounts, to the extent they are

approved by the Court. This payment for any attorney's fees and litigation expenses to Class Counsel will be made out of the Settlement Fund. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Class Counsel will also ask the Court for service awards up to \$2,500 for each of the Class Representatives for their services in representing the Settlement Class in this matter. Watson Clinic has agreed to not take a position as to any award of service awards up to this amount.

Any award for attorney's fees and litigation expenses for Class Counsel and the Class Representative service awards must be approved by the Court. The Court may award less than the amount requested. Class Counsel's papers in support of final approval of the Settlement will be filed no later than \_\_\_\_\_, 2025, and their application for attorney's fees and litigation expenses and service awards will be filed no later than \_\_\_\_\_, 2025, and will be posted on the settlement website.

### THE COURT'S FINAL APPROVAL HEARING

#### 20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Fairness Hearing at \_\_\_\_\_ m. EST on \_\_\_\_\_, 2025, at United States District Court, Middle District of Florida, Tampa Division, INSERT, or by remote or virtual means as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, then the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorney's fees and litigation expenses and service awards. After the hearing the Court will decide whether to approve the 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 Class Counsel recommend checking [www.TBD.com](http://www.TBD.com) or calling 1-###-###-####.

#### 21. Do I have to attend the hearing?

No. Class Counsel will present the Settlement 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 visit the Court 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 16, the Court will consider it.

#### 22. May I speak at the hearing?

You may ask the Court for permission to speak at the final fairness hearing. To do so, you must file an objection according to the instructions in Question 16, including all the information required. Your objection must be **mailed** to the Clerk of the Court, Class Counsel and counsel for Watson Clinic postmarked no later than \_\_\_\_\_, 2025.

### IF YOU DO NOTHING

**23. What happens if I do nothing?**

If you do nothing you will not get any money from this Settlement other than Digital Image Cash Payments (if you qualify). If the court grant final approval of the Settlement and the judgment becomes Final, then you will not be able to start a separate lawsuit, continue with an existing lawsuit, or be part of any other lawsuit against Defendant and the other Released Parties based on any of the Released Claims related to the Data Incident.

**GETTING MORE INFORMATION**

**24. How do I get more information?**

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at [www.TBD.com](http://www.TBD.com). You may also call the Claims Administrator with questions or to receive a Claim Form at 1-###-###-####.

This Notice is approved by the United States District Court for the Middle District of Florida, Tampa Division. **DO NOT CONTACT THE COURT DIRECTLY IF YOU HAVE QUESTIONS ABOUT THE SETTLEMENT.** Please contact the Claims Administrator or Class Counsel if you have any questions about the Settlement.