

# Exhibit M

**UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION**

CHARLES VIVIANI and DAVID  
THORPE, individually and on behalf of all  
others similarly situated,

Plaintiffs,

vs.

WATSON CLINIC, LLP,

Defendant.

**Case No. 8:24-cv-02157-SDM-LSG**

**SETTLEMENT AGREEMENT**

This Settlement Agreement, dated July 17, 2025, is made and entered into by and among:  
(1) Plaintiffs Charles Viviani and David Thorpe (“Plaintiffs” or “Representative Plaintiffs”),  
individually and on behalf of the Settlement Class Members (as defined below); and (2) Defendant  
Watson Clinic, LLP (“Defendant” or “Watson”) (collectively, the “Parties”).

**I. BACKGROUND**

1. According to its website, Watson has “a total staff of more than 1600 team members, over 350 physicians and providers, 40 diverse medical and surgical specialties and 19 state-of-the-art locations welcoming well over a million outpatient visits every year.”

2. On or around February 6, 2024, Defendant discovered that an unauthorized third party gained access to a limited portion of its network starting on January 26, 2024 (the “Data Incident”). Watson’s investigation of the Data Incident determined that the threat actor accessed data pertaining to Watson’s current and former patients, including 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, or medical record numbers.

3. After Watson provided initial notice of the Data Incident in or around August 2024, Plaintiff Viviani filed a putative Class Action Complaint in the United States District Court for the Middle District of Florida, bringing claims for negligence, breach of implied contract, breach of fiduciary duty, and violation of the Florida Deceptive and Unfair Trade Practices Act. Plaintiff Thorpe filed a second class action case, and the cases were consolidated.

4. After subsequent investigation, Watson provided additional notice of the incident in February 2025.

5. On March 19, 2025, the parties participated in a full-day mediation facilitated by an experienced mediator, Bennett Picker. After a full day of negotiations, the parties failed to reach an agreement; however, the parties continued discussions and eventually reached an agreement in principle, the terms of which were later finalized in this Settlement Agreement and the attached exhibits.

6. Pursuant to the terms set out below, this Settlement Agreement provides for the full and final resolution, discharge and settlement of all claims and causes of action asserted, or that could have been asserted, against Watson and the Released Persons (as defined below) arising out of or relating to the Data Incident, by and on behalf of the Representative Plaintiffs and Settlement Class Members (as defined below) and any other such actions by and on behalf of any other persons in the United States relating to the Data Incident. The settlement contemplated by this Settlement Agreement is subject to preliminary and final approval by the Court.

## **II. REPRESENTATIVE PLAINTIFFS' CLAIMS AND BENEFITS OF SETTLEMENT**

Representative Plaintiffs believe the claims asserted in the Litigation (as defined below), as set forth in the Complaint, have merit. Representative Plaintiffs, and their counsel who are proposed as Class Counsel (“Proposed Class Counsel”), recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the litigation against Watson through motion practice, trial, and potential appeals. They have also taken into account the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Proposed Class Counsel are experienced in class action litigation and are very knowledgeable regarding the relevant claims, remedies, and issues generally in such litigation and in the privacy issues specific to this litigation. They have determined that the settlement set forth in this Settlement Agreement, which provides compensation for those individuals who are alleged to have suffered the consequences of the Data Incident is fair, reasonable, and adequate, and in the best interest of Representative Plaintiffs and the Settlement Class.

### **III. DENIAL OF WRONGDOING AND LIABILITY**

Watson denies all of the material contentions and claims alleged against it in the Litigation, and all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Watson specifically denies that Representative Plaintiffs and the Settlement Class Members are entitled to any relief from Watson. Watson further asserts that neither the Representative Plaintiffs nor the Settlement Class Members have suffered harm and that the complications of managing a potential trial in this matter among other reasons would preclude class certification in the absence of settlement. Nonetheless, without making any admission of wrongdoing whatsoever, Watson has concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Watson has also considered the uncertainty and

risks inherent in any litigation. Watson has, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

#### **IV. SETTLEMENT TERMS**

**NOW, THEREFORE**, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is hereby agreed by and among Representative Plaintiffs, individually and on behalf of the Settlement Class Members, and Watson that, subject to the approval of the Court, the Litigation be forever resolved, settled, compromised, and dismissed with prejudice on the following terms and conditions:

##### **1. Definitions**

As used in the Settlement Agreement, the following terms have the meanings specified below:

1.1. “Agreement” or “Settlement Agreement” means this agreement, including the agreement referenced in ¶ 4.4.

1.2. “Approved Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the Dispute Resolution process.

1.3. “CAFA Notice” means a notice of the proposed Settlement in compliance with the requirements of the Class Action Fairness Act, 28 U.S.C. §1711, et seq. (“CAFA”), to be served upon the appropriate state official in each state where a Settlement Class Member resides and the appropriate federal official. Costs for preparation and issuance of the CAFA Notice will be paid from the Settlement Fund.

1.4. “Claims Administration” means the processing and payment of claims received from Settlement Class Members by the Claims Administrator.

1.5. “Claims Administrator” means Kroll Settlement Administration LLC (“Kroll”), a company experienced in administering class action claims generally and specifically those of the type provided for and made in data breach litigation, subject to approval by the Court.

1.6. “Claims Deadline” means the postmark deadline for valid claims pursuant to ¶ 2.9.2 which shall be 90 days after the Class Notice Date.

1.7. “Claim Form” means the form that the Settlement Class Members must complete and submit on or before the Claims Deadline in order to be eligible for the benefits described herein. The Claim Form shall require a sworn signature or electronic verification under penalty of perjury but shall not require a notarization. The Claim Form template is attached as **Exhibit A** to this Settlement Agreement.

1.8. “Class Notice Date” means thirty (30) days after entry by the Court of the Preliminary Approval Order.

1.9. “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration, including the costs of Notice and the CAFA Notice.

1.10. “Court” means the United States District Court for the Middle District of Florida.

1.11. “Data Incident” means the cybersecurity event that Watson announced and/or for which notice was provided in or around August 2024 and February 2025 and that is the subject of the Litigation, and during which the threat actor accessed data pertaining to Watson’s current and former patients, including 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, or medical record numbers.

1.12. “Dispute Resolution” means the process for resolving disputed Settlement Claims as set forth in this Agreement.

1.13. “Effective Date” means the first date by which all of the events and conditions specified in ¶ 1.14 and ¶ 9.1 herein have occurred and been met.

1.14. “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorney’s fee award or service award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.15. “Judgment” means a Final Approval Order and Judgment rendered by the Court and in a form substantially similar to the one attached hereto as **Exhibit E**.

1.16. “Litigation” means *Viviani, et al. v. Watson Clinic LLP*, Case No. 8:24-cv-02157-SDM-LSG and *Thorpe v. Watson Clinic LLP*, Case No. 8:24-cv-02359-SDM-AAS, which are consolidated and pending in the United States District Court for the Middle District of Florida.

1.17. “Notice” means the written notice to be sent to or made available to the Settlement Class Members pursuant to the Preliminary Approval Order, including the Short Form Notice and the Long Form Notice.

1.18. “Notice Program” means the Claim notice program as explained in ¶ 3.2 herein.

1.19. “Objection Date” means the date by which objections to the settlement from Settlement Class Members must be filed with the Clerk of Court in order to be effective and timely and shall be sixty (60) days from the Class Notice Date.

1.20. “Opt-Out Date” means the date by which requests for exclusion from settlement must be postmarked in order to be effective and timely and shall be sixty (60) days after the Class Notice Date.

1.21. “Preliminary Approval Order” means the proposed order preliminarily approving the settlement and directing notice to the Settlement Class of the pendency of the Litigation and of the settlement. The Preliminary Approval Order template is attached as **Exhibit D** to this Settlement Agreement.

1.22. “Proposed Class Counsel” means Patrick A. Barthle of Morgan & Morgan Complex Litigation Group and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC.

1.23. “Related Entities” means Watson’s past or present parent companies, subsidiaries, divisions, related or affiliated individuals and entities, divisions, successors, predecessors (including companies they have acquired, purchased or absorbed), subcontractors, assigns and joint ventures, and each of their respective successors, predecessors, officers, partners, directors, owners, stockholders, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, benefits administrators, investors, funds, indemnities, insurers, and reinsurers, past, present, and future, and all persons acting under, by or through, or in concert with any of them, other than any individual who is 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.

1.24. “Released Claims” shall collectively mean any and all injuries, losses, damages, costs, expenses, compensation, claims, suits, rights, rights of set-off and recoupment, demands, actions, obligations, causes of action, and liabilities of any and every kind, nature, type, description, or character, whether known or unknown, contingent or vested, in law or in equity, based on direct or vicarious liability, and regardless of legal theory, of Representative Plaintiffs or any Settlement Class Member that were or could have been asserted (whether individually or on a class-wide basis) based on, relating to, concerning or arising out of the Data Incident, alleged theft or misuse of Watson’s patients’ or other individuals’ PII, or the allegations, facts, or circumstances related to the Data Incident as described in the Litigation including, without limitation, any causes of action for or under: state consumer protection statutes, including that of New York; the California Customer Records Act; the CCPA; the California Unfair Competition Law; the California Consumer Legal Remedies Act; the Confidentiality of Medical Information Act; the New York General Business Law; negligence; negligence per se; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; any federal, state or local statutory or regulatory claims, including but not limited to, California’s Consumer Privacy Act, the consumer protection laws and unfair and deceptive trade practice laws or other common laws or statutes of all fifty (50) states, U.S. territories, and the United States; and further including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorney’s fees and

litigation costs, expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, by Representative Plaintiffs or any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the Data Incident, alleged theft or misuse of Watson's patients' or other individuals' PII or the allegations, facts, or circumstances related to the Data Incident. Released Claims shall include Unknown Claims as defined in ¶ 1.31. Released Claims shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class. The Released Claims shall be accorded the broadest preclusive scope and effect permitted by law against the Settlement Class Members and this definition of Released Claim is a material term of this Settlement Agreement.

1.25. "Released Persons" means Watson, the Related Entities and each of their past or present parent companies, subsidiaries, divisions, related or affiliated individuals and entities, divisions, successors, predecessors (including companies they have acquired, purchased or absorbed), subcontractors, assigns and joint venturers, and each of their respective successors, predecessors, officers, partners, directors, owners, stockholders, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, benefits administrators, investors, funds, indemnities, insurers, and reinsurers, past, present, and future, and all persons acting under, by or through, or in concert with any of them.

1.26. "Representative Plaintiffs" means Plaintiffs Charles Viviani and David Thorpe.

1.27. "Settlement Claim" means a claim for settlement benefits made under the terms of this Settlement Agreement.



1.28. “Settlement Class” means all individual U.S. residents to whom Watson sent notice of the Data Incident. 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 Settlement Class. Watson represents that the Settlement Class contains 280,278 individuals.

1.29. “Settlement Class Member(s)” means an individual (or individuals) who falls within the definition of the Settlement Class.

1.30. “Settling Parties” means, collectively, Watson and Representative Plaintiffs, individually and on behalf of the Settlement Class.

1.31. “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including any Representative Plaintiffs, does not know or suspect to exist as of the date of the entry of the Preliminary Approval Order that, if known by any of them, might have affected their settlement with, and release of, the Released Persons, or might have affected their decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Representative Plaintiffs expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions,

rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §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.

Settlement Class Members, including Representative Plaintiffs, and any of them, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Representative Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.32. “United States” as used in this Settlement Agreement includes the District of Columbia and all territories of the United States.

## **2. Settlement Benefits**

2.1. Settlement Fund. Within thirty (30) days of preliminary settlement approval, Watson will fund \$1,000,000.00 of the non-reversionary cash settlement fund, the full amount of which is \$10,000,000.00, for the benefit of Settlement Class Members (the “Settlement Fund”).

Within thirty (30) days after final settlement approval, Watson shall fund the remaining \$9,000,000.00 of the Settlement Fund. As set forth below, the Settlement Fund will be used to pay for: (1) Digital Image Cash Payments; (2) reimbursement for Ordinary Out-of-Pocket Losses; (3) reimbursement for Extraordinary Losses and Attested Time; (4) Residual Cash Payments; (5) notice and administration costs; (6) service award payments approved by the Court; and (7) attorneys' fees and expenses awarded by the Court.

2.2. Digital Image Cash Payments. Each Settlement Class Member who had one or more digital images containing any portion of his or her body 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:

2.2.1. Full face and exposed sensitive areas (ESA)<sup>1</sup>. 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 ESA (the "Full Face and ESA Group").

2.2.2. 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").

2.2.3. 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

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<sup>1</sup> "Exposed Sensitive Area (ESA)" as used in this Settlement Agreement is as defined in Fla. Stat. § 847.001(11).

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”).

2.2.4. 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”).

2.2.5. 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”).

2.2.6. 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 Sensitive Group, or the Partial Face and Sensitive 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”).

2.2.7. 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 ESA nor sensitive (the “Non-Sensitive Group”).

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.

2.3. Uncashed Digital Image Payments. 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.

2.4. Reimbursement for “Ordinary” Out-of-Pocket Losses. All Settlement Class members may submit a claim for Ordinary Out-of-Pocket Losses up to \$500 per individual. The Settlement Fund will be used to pay valid and timely submitted claims for each of the following categories:

2.4.1. “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. 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.

2.4.2. 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 documents 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.

2.5. Reimbursement for "Extraordinary" Losses and Attested 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.

2.5.1. "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. Extraordinary Losses may include, without limitation, the unreimbursed costs, losses, or expenditures incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of the Settlement Class Member's personal information.

2.5.2. 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.

2.5.3. Ordinary and/or Extraordinary Losses will be deemed "fairly traceable" if, for example, (1) the timing of the unreimbursed cost, loss, or expenditure occurred on or after January 26, 2024; (2) the personal information used to commit identity theft or fraud consisted of the same type of personal information that was provided to Watson prior to the Data Incident; (3) the nature of the unreimbursed cost, loss, or expenditure is the type of cost, loss, or expenditure that would have typically resulted from the underlying incident; and/or (4) other available information establishes that the losses are logically connected to the Data Incident.

2.5.4. 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").

2.6. Settlement Class Members seeking out-of-pocket expense reimbursement must complete and submit either a hard copy or online Claim Form to the Claims Administrator, postmarked or electronically submitted on or before the Claims Deadline. The Claim Form must be verified by the Settlement Class Member with an attestation that the claimant believes that the unreimbursed costs, losses, or expenditures claimed were incurred as a result of the Data Incident.

2.7. Pro Rata Decrease of Claims for Ordinary Out-of-Pocket Losses and Extraordinary Losses and Attested Time. If the aggregate amount of approved Claims for Ordinary Out-of-Pocket Losses and approved Claims for Extraordinary Losses and Attested Time exceeds \$1,120,000.00, approved Claims for Ordinary Out-of-Pocket Losses and approved Claims for Extraordinary Losses and Attested Time will be decreased *pro rata* to consume \$1,120,000.00 of the Settlement Fund.

2.8. Residual Cash Payment. 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 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.

2.9. The Claim Form.

2.9.1. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct to the best of his or her knowledge and belief and is being made under penalty of perjury. Notarization shall not be required. The Settlement Class Member must reasonably attest that the out-of-pocket expenses and charges claimed were both actually incurred and plausibly arose from the Data Incident. Failure to provide supporting attestation and documentation as requested on the Claim Form and required under ¶¶ 2.4 or 2.5 shall result in denial of a claim. Disputes as to claims submitted under this paragraph are to be resolved pursuant to the provisions stated in ¶ 2.11.

2.9.2. To be valid, claims must be complete and submitted to the Claims Administrator on or before the Claims Deadline.

2.9.3. Settlement Class Members who submit a Claim Form must designate the method for payment of their claim on the Claim Form, which will include the receipt of payment via check by mail, or via PayPal, Zelle, Venmo, or such other electronic payment platform deemed efficient and appropriate by the Claims Administrator. Claim Forms failing to clearly make a single designation will receive a check by mail to the last known address on file with the Claims

Administrator. In the event an electronic payment platform returns a payment to the Claims Administrator, the Claims Administrator will promptly mail a check to the Settlement Class Member's last known address on file with the Claims Administrator.

2.10. Business Practice Commitments. For a period of three years following the execution of a formal settlement agreement, Watson commits to pay for, implement and continue certain data-security enhancements and business practices. Due to their confidential and sensitive nature, those enhancements and practices are not being publicly disclosed herein but have been shared with Proposed Class Counsel, who agree to maintain the confidentiality of that information.

Nothing in this provision prohibits Watson from changing vendors for the identified business practices so long as a comparable product/service is maintained. Watson agrees to describe to Proposed Class Counsel its business practice changes implemented after the Data Incident.

2.11. Dispute Resolution for Claims.

2.11.1. The Claims Administrator will determine whether: (1) the claimant is a Settlement Class Member based on information to be provided to the Claims Administrator by Watson; (2) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to support the claimant's class membership and the expenses described in ¶¶ 2.4 and 2.5; and (3) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed unreimbursed cost, loss, or expenditure as a result of the Data Incident (collectively, "Facially Valid"). The Claims Administrator may, at any time, request from the claimant, via email or U.S. Mail, additional information ("Claim Supplementation") as the Claims Administrator may reasonably require in order to evaluate the claim, *e.g.*, documentation requested on the Claim

Form, information regarding the claimed unreimbursed costs, losses, or expenditures, available insurance and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof.

2.11.2. Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is Facially Valid, the Claims Administrator shall request Claim Supplementation and give the claimant thirty (30) days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with compliance during the 30-day period, the claimant may request and, for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the 30-day deadline in which to comply; however, in no event shall the deadline be extended to later than six months from the Effective Date. If the defect is not cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

2.11.3. Following receipt of additional information requested as Claim Supplementation, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is Facially Valid, then the claim shall be paid. If the claim is not Facially Valid because the claimant has not provided all information needed to complete the Claim Form and evaluate the claim, then the Claims Administrator shall reject the claim without any further action.

2.11.4. Settlement Class Members shall have thirty (30) days from receipt of the offer to accept or reject any offer of partial payment received from the Claims Administrator. If a Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a final determination.

2.11.5. Within thirty (30) days of the Claims Deadline, the Claims Administrator shall provide the Settling Parties' counsel with a summary of Facially Valid Claims, stating the types of claims, the total approved claim amounts by claim type, and a description of the support provided for claims for reimbursement for Ordinary Out-of-Pocket Losses and/or Extraordinary Losses and Attested Time. Within fifteen (15) days after receiving such summary, one or more of the Settling Parties may object to any claim and instruct the Claims Administrator to withhold approval of said Facially Valid Claim so that the objecting party may seek review of said claim by a third-party Settlement Referee agreed upon by the Parties or appointed by the Court if no such agreement is reached and paid for by the objecting party.

2.12. Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position

asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

2.13. Confidentiality of Information Submitted by Settlement Class Members.

Information submitted by Settlement Class Members pursuant to this Settlement Agreement to the Claims Administrator shall be deemed confidential and protected as such by the Parties and the Claims Administrator.

**3. Order of Preliminary Approval and Publishing of Notice of Final Fairness Hearing**

3.1. As soon as practicable after the execution of the Settlement Agreement, Proposed Class Counsel shall submit this Settlement Agreement to the Court as part of an unopposed motion for preliminary approval of the Settlement Agreement. The motion for preliminary approval shall request entry of a Preliminary Approval Order in the form attached hereto as **Exhibit D** or an order substantially similar, requesting, *inter alia*:

- a) conditional certification of the Settlement Class for settlement purposes only pursuant to ¶ 2.12;
- b) preliminary approval of this Settlement Agreement as set forth herein;
- c) the scheduling of a Final Fairness Hearing and briefing schedule for a Motion For Final Approval and for a Motion for Attorneys' Fees and Expenses and Service Awards;
- d) appointment of Proposed Class Counsel as Class Counsel;
- e) appointment of Representative Plaintiffs as Class Representatives;
- f) approval of a customary form of short notice to be mailed to Settlement Class Members, in forms substantially similar to the ones attached hereto as **Composite Exhibit B** and a customary long-form notice ("Long Form Notice") in a form substantially similar to the one attached hereto as **Exhibit C**, which together shall include a fair summary of the Parties' respective litigation positions, the general terms of the settlement set forth in this Settlement Agreement, instructions for how to object to or opt out of the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing;

- g) appointment of a Claims Administrator;
- h) approval of a Claim Form substantially similar to that attached hereto as **Exhibit A**; and
- i) approval of notices to recipients of Digital Image Cash Payments in forms substantially similar to those attached hereto as Exhibits F to L.

The Notice and Claim Form shall be reviewed by the Claims Administrator and may be revised as agreed upon by the Settling Parties prior to such submission to the Court for approval.

3.2. The Notice Program. Within 14 days of an order preliminarily approving the class settlement, Watson will provide to the Claims Administrator a class list that includes Settlement Class Members' full names and last known addresses as reflected in Watson's records. The class list shall identify each member of (i) the Full Face and ESA Group, (ii) the Full Face and Partial Clothing Group, (iii) the Partial Face and ESA Group, (iv) the Partial Face and Partial Clothing Group, (v) the No Face and ESA Group, (vi) the No Face and Partial Clothing Group, and (vii) the Non-Sensitive Group, as well as (viii) the full Settlement Class. Notice shall be provided to Settlement Class Members in accordance with the Notice Program set forth below at ¶¶ 3.2.1 – 3.2.4. The Notice Program shall be subject to approval by the Court as meeting constitutional due process requirements. Prior to the Final Fairness Hearing, Proposed Class Counsel and/or the Claims Administrator shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with the Notice Program.

3.2.1. *Short Form Notice*. On or before the Class Notice Date, the Claims Administrator shall mail the applicable Short Form Notice, substantially in the forms of **Composite Exhibit B** hereto. The Claims Administrator shall mail a copy of the Short Form Notice via United States Postal Services ("USPS") first class mail to all Settlement Class Members for whom Watson can ascertain a mailing address from its records with reasonable effort. For any

Short Form Notices that are returned undeliverable, the Claims Administrator shall use reasonable efforts to identify updated mailing addresses and resend the Short Form Notice to the extent updated addresses are identified. The Claims Administrator need make only one attempt to resend any Short Form Notices that are returned as undeliverable.

3.2.2. *Long Form Notice.* On or before the Class Notice Date, the Claims Administrator shall post the Long Form Notice on the settlement website in the form agreed to by the Parties and approved by the Court, and attached hereto as Exhibit C.

3.2.3. *Settlement Website.* Prior to the Class Notice Date, the Claims Administrator shall establish a dedicated settlement website and shall maintain and update the website throughout the Claims Period, and shall post on the website the Long Form Notice and Claim Form approved by the Court, as well as this Settlement Agreement, the Motion for Final Approval of Class Action Settlement, the Motion for Attorneys' Fees and Expenses and Service Awards, the Preliminary Approval Order, and the Final Approval Order and Judgment. The URL of the settlement website shall be agreed upon by Class Counsel and Watson. The settlement website shall remain operational until at least 30 days after payments are distributed.

3.2.4. *Toll-Free Help Line.* From the Class Notice Date and thereafter until at least five (5) Business Days after the last payment under this settlement is made or the settlement is terminated, the Claims Administrator shall establish and maintain a toll-free help line for Settlement Class Members to call with settlement-related inquiries, with the option to leave a message and request a call back, with such calls being returned within three (3) business days, and answering the questions of Settlement Class Members, to the extent possible, who call with or otherwise communicate such inquiries. The Claims Administrator also will provide copies of the

forms of the Long Form Notice and Claim Form approved by the Court, as well as this Settlement Agreement, upon request.

3.3. The Long Form Notice, Short Form Notice and Claim Form approved by the Court may be adjusted by the Claims Administrator in consultation and agreement with the Settling Parties as may be reasonable and not inconsistent with such approval.

3.4. Within ten (10) days of the filing of the Motion for Preliminary Approval, the Claims Administrator shall provide the CAFA Notice as required by 28 U.S.C. § 1715(b). The cost of the CAFA Notice shall be paid from the Settlement Fund.

3.5. The Notice Program shall commence by the Class Notice Date and shall be completed within sixty (60) days after entry of the Preliminary Approval Order.

3.6. Proposed Class Counsel shall request that after notice is completed, the Court hold a hearing (the “Final Fairness Hearing”) and grant final approval of the settlement set forth herein.

#### **4. Opt-Out Procedures**

4.1. Each individual wishing to exclude themselves from the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. Individuals wishing to opt out of the Settlement Class will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted. The written notice must clearly manifest an individual’s intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked by the Opt-Out Date. All opt-out requests sent to anyone other than the Claims Administrator, including requests previously sent to Proposed Class Counsel and/or Watson’s counsel, are ineffectual and shall be deemed null and void.



4.2. All individuals who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in ¶ 4.1 above, referred to herein as “Opt-Outs,” shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All individuals falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3. Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Proposed Class Counsel and Watson’s counsel the number of timely and valid requests for exclusion (the “Opt-Out Counts”) for each of the following:

- 4.3.1. the Full Face and ESA Group,
- 4.3.2. the Full Face and Partial Clothing Group,
- 4.3.3. the Partial Face and ESA Group,
- 4.3.4. the Partial Face and Partial Clothing Group,
- 4.3.5. the No Face and ESA Group,
- 4.3.6. the No Face and Partial Clothing Group,
- 4.3.7. the Non-Sensitive Group, and
- 4.3.8. the Settlement Class.

4.4. Watson may, via written notice to Proposed Class Counsel, void this Settlement Agreement within seven (7) days of receiving the Opt-Out Counts from the Claims Administrator if certain conditions occur as set forth in a separate agreement that the Parties shall seek leave to file with the Court under seal.

4.5. If Watson does not timely void this Settlement Agreement pursuant to Section 4.4, the Claims Administrator shall, within seven (7) days the Claims Deadline, furnish to Proposed

Class Counsel and Watson's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List"). No later than 10 days prior to the Final Fairness Hearing, Class Counsel shall file this Opt-Out List with the Court for purposes of being attached to the Judgment to be entered upon final approval.

## **5. Objection Procedures**

5.1. Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (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 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's counsel in the signature blocks at the end of this Agreement.

5.2. Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

5.3. The Parties will have the same right to seek discovery from any objecting Settlement Class Member as they would if the objector was a party in the Litigation, including the right to take the objector's deposition. Such discovery will be conducted on an expedited basis, and the objecting Settlement Class Member is required to respond to any written discovery within fourteen (14) days and must appear for deposition within fourteen (14) days after a deposition is noticed.

## **6. Release**

6.1. Upon the Effective Date, each Settlement Class Member, including Representative Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, completely, fully, finally, irrevocably, and forever released, relinquished, and discharged Watson, the Related Entities and the Released Persons from all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Representative Plaintiffs, shall, either directly, indirectly, representatively, on their own behalf or on behalf of any class or other person or entity, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any

recovery in any action, regulatory action, arbitration, or court or other proceeding in this or any other forum (other than participation in the settlement as provided herein) in which any Released Claim is asserted.

**7. Proposed Class Counsel's Attorneys' Fees and Expenses; Service Awards to Representative Plaintiffs**

7.1. The Settling Parties did not discuss the payment of attorneys' fees and litigation expenses and/or a service awards to Representative Plaintiffs, as provided for in ¶¶ 7.2 and 7.3, until after the substantive terms of the settlement had been agreed upon, other than that the Settlement Fund would be used to pay reasonable attorneys' fees, litigation expenses, and service awards to Representative Plaintiffs as may be agreed to by Watson and Proposed Class Counsel and/or as ordered by the Court, or, in the event of no agreement, then as ordered by the Court. Watson and Proposed Class Counsel have agreed to the following:

7.2. Watson takes no position on an application by Proposed Class Counsel for an award of attorneys' fees not to exceed 33% of the Settlement Fund, and litigation costs and expenses in an amount not to exceed \$100,000.00, subject to Court approval. The Claims Administrator shall, from the Settlement Fund, pay any attorneys' fee and expenses award approved by the Court.

7.3. Watson takes no position on an application by Representative Plaintiffs for service awards not to exceed \$2,500.00 each. The Claims Administrator shall, from the Settlement Fund, pay any service awards approved by the Court.

7.4. The Claims Administrator shall, from the Settlement Fund, pay the Court-approved amount of attorneys' fees and expenses to Proposed Class Counsel and the Court-approved service awards to Representative Plaintiffs within twenty-five (25) days after the Effective Date. Proposed Class Counsel shall provide payment instructions and completed W-9 Forms prior to the deadline for these payments and the Claims Administrator shall issue IRS Forms 1099-MISC to

Representative Plaintiffs solely for the amount awarded by the Court for the Representative Plaintiffs' service awards. Neither Class Counsel nor counsel for Watson intend anything contained herein to constitute legal advice concerning the tax consequences of any amount paid hereunder nor shall it be relied on as such.

7.5. If this Settlement Agreement is terminated or otherwise does not become Final (e.g., disapproval by the Court or any appellate court), Watson shall have no obligation to pay attorneys' fees and litigation costs or expenses or service awards and shall only be required to pay costs and expenses related to notice and administration that were already incurred. Under no circumstances will Proposed Class Counsel or any Settlement Class Member be liable for any costs or expenses related to notice or administration.

7.6. The amount(s) of any award of attorneys' fees and expenses and service awards are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees and expenses and/or any service awards ordered by the Court to Proposed Class Counsel or Representative Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

## **8. Administration of Claims**

8.1. The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶ 2. Proposed Class Counsel and Watson's counsel shall be given reports as to both claims and distribution and have the right to review and obtain supporting documentation and challenge any such claim if they believe it to be inaccurate or inadequate. The

Claims Administrator's final determination of the validity or invalidity of any claims shall be binding, subject to the dispute resolution process set forth in ¶ 2.11.

8.2. Payments for approved claims shall be sent to the claimants within sixty (60) days of the Effective Date, or within 30 days from the conclusion of the claim supplementation process, whichever is later. No approved claims shall be paid until after the Effective Date. If this Settlement Agreement is terminated or otherwise does not become Final (*e.g.*, disapproval by the Court or any appellate court) prior to the payment of approved claims, Watson shall have no obligation to pay such claims and shall only be required to pay costs and expenses related to notice and administration that were already incurred.

8.3. All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

8.4. No individual shall have any claim against the Claims Administrator, Watson, Proposed Class Counsel, Plaintiffs, and/or Watson's counsel based on distribution of benefits to Settlement Class Members.

8.5. The Parties, Proposed Class Counsel, and Watson's counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Claims Administrator, or any of its respective designees or agents, in connection with the Claims Administration or otherwise; or (ii) the determination, rejection, administration, calculation or payment of any Claims.

**9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination**

9.1. The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) the Court has entered the Preliminary Approval Order, as required by ¶ 3.1;
- b) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- c) the Judgment has become Final, as defined in ¶ 1.14.

9.2. If all of the conditions specified in ¶ 9.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 9.3 unless Proposed Class Counsel and Watson's counsel mutually agree in writing to proceed with the Settlement Agreement.

9.3. In the event that the Settlement Agreement is not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Litigation as if the Agreement had never been entered into (and without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue) and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party, and (ii) the terms and provisions of the Settlement Agreement shall be void and have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, including but not limited to ¶ 9.4, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees and litigation costs or expenses and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any

statement in this Settlement Agreement to the contrary, Watson shall be obligated to pay amounts already billed or incurred for Costs of Claims Administration and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

9.4. This Settlement Agreement may be terminated and/or cancelled by any of the Parties if (i) the Court rejects, materially modifies, materially amends, or changes, or declines to preliminarily approve or finally approve the Settlement Agreement apart from the award of attorneys' fees and expenses; (ii) an appellate court reverses the Preliminary Approval Order and/or Judgment, and the Settlement Agreement is not reinstated and finally approved without material change by the Court on remand; or (iii) the Court or any reviewing appellate court incorporates material terms or provisions into, or deletes or strikes material terms or provisions from, or materially modifies, amends, or changes, the proposed Preliminary Approval Order, the Preliminary Approval Order, the proposed Judgment, the Judgment, or the Settlement Agreement, other than the amount of attorneys' fees and expenses.

#### **10. Miscellaneous Provisions**

10.1. The Settling Parties: (i) acknowledge that it is their intent to consummate this Settlement Agreement; (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement; (iii) and agree to exercise their commercially reasonable best efforts to accomplish the terms and conditions of this Settlement Agreement.

10.2. The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any



claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties, that it reflects a settlement that was reached voluntarily after consultation with competent legal counsel, and that for the purpose of construing or interpreting this Agreement, the Settling Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that neither Party shall have any liability to one another as it relates to the Litigation, except as set forth herein.

10.3. Neither the Settlement Agreement, nor the settlement terms contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. If this Agreement does not become effective or is cancelled, withdrawn, or terminated for any reason, the Agreement along with all related communications and documents exchanged in connection with the Agreement and mediation between the Parties shall be deemed a negotiation for settlement purposes only under Federal Rule of Procedure 408 and will not be admissible in evidence or usable for any purposes whatsoever in the Litigation or any proceedings between the Parties or in any other action related to the Released Claims or otherwise involving the Parties or any Released Person. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may

be brought against them or any of them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.4. The terms of this Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest and approved by the Court; provided, however, that after enter of the Preliminary Approval order, the Parties may by written agreement, effect such amendments or modifications 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 under this Agreement.

10.5. The Settlement Agreement, together with the Exhibits attached hereto, constitutes the entire agreement among the Parties hereto, and no representations, warranties or inducements have been made to any Party concerning the Settlement Agreement other than the representations, warranties and covenants contained and memorialized in such document. Except as otherwise provided herein, each party shall bear its own costs. This agreement supersedes all previous agreements made between Plaintiffs and Watson.

10.6. Proposed Class Counsel, on behalf of the Settlement Class, is expressly authorized by Representative Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement

on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

10.7. The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the release contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon his or her or its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

10.8. 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.

10.9. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties, through their respective counsel, shall consult with each other in good faith prior to seeking Court intervention.

10.10. Each counsel or other individual executing the Settlement Agreement on behalf of any Party hereto hereby warrants that such individual has the full authority to do so.

10.11. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court.

10.12. The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

10.13. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

10.14. The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the state of Florida, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the state of Florida.

10.15. The Final Fairness Hearing shall be scheduled no earlier than: (i) 100 days after the notices are made in order to comply with the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(d); or (ii) 14 days after the Claims Deadline, whichever is later.

10.16. As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,” and “him” means “him, her, or it.”

10.17. All dollar amounts are in United States dollars (USD).

10.18. Cashing a settlement check (whether paper or electronic) is a condition precedent to any Settlement Class Member’s right to receive settlement benefits. All settlement checks and electronic payments shall be void sixty (60) days after issuance and the checks or emails containing the links to the electronic payments shall bear the language: “This check[/payment] must be cashed[/accepted] within 60 days, after which time it is void.” If a check or electronic payment becomes void, the Settlement Class Member shall have until sixty (60) days after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member’s right to receive monetary relief shall be extinguished, and the funds

Court. The same provisions shall apply to any re-issued check or electronic payment. For any checks or electronic payments that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks or electronic payments become void.

10.19. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

**AGREED TO BY:**

By: Patrick A. Barthle II

Patrick A. Barthle II  
**MORGAN & MORGAN**  
**COMPLEX LITIGATION GROUP**  
Florida Bar No. 99286  
E-Mail: pbarthle@ForThePeople.com  
201 N. Franklin Street, 7th Floor  
Tampa, Florida 33602  
Telephone: (813) 229-4023  
Facsimile: (813) 222-4708

By: [Signature]

*Representative of Watson Clinic*

Gary M. Klinger (*pro hac vice*)  
**MILBERG COLEMAN BRYSON**  
**PHILLIPS GROSSMAN PLLC**  
227 W. Monroe Street, Suite 2100  
Chicago, IL 60606  
Tel: 866-252-0878  
Fax: 865-522-0049  
[gklinger@milberg.com](mailto:gklinger@milberg.com)

***Interim Co-Lead Class Counsel and  
Proposed Class Counsel***

Date: \_\_\_\_\_

# **EXHIBIT A**

**CLAIM FORM FOR THE WATSON CLINIC DATA INCIDENT BENEFITS**

**USE THIS FORM TO MAKE A CLAIM FOR AN UNREIMBURSED ORDINARY OUT-OF-POCKET LOSS PAYMENT, UNREIMBURSED EXTRAORDINARY LOSS AND ATTESTED TIME PAYMENT, AND/OR A RESIDUAL CASH PAYMENT**

For more information, call 1-888-888-8888 or visit the website [www.\[website\].com](http://www.[website].com)

**The DEADLINE to submit this Claim Form online (or have it postmarked for mailing) is**

**[XXXX XX, 2025]**

**I. GENERAL INSTRUCTIONS**

If you previously received a notice letter notifying you of the data incident Watson Clinic discovered in February 2024, you are a Settlement Class Member. The event that impacted your data is referred to here as the “Data Incident.”

The Settlement establishes a \$10,000,000 fund to compensate Settlement Class Members who had one or more digital images published on the dark web as a result of the Data Incident, reimburse Settlement Class Members for their out-of-pocket losses and attested time, pay residual cash payments to Settlement Class Members, and pay the costs of notice and administration, service awards, and attorneys’ fees and expenses as awarded by the Court. As a Settlement Class Member, you are eligible to make a claim for (i) reimbursement of monetary losses incurred in response to receiving notice of the Data Incident (such as money spent on credit monitoring), (ii) reimbursement of monetary losses that are fairly traceable to the Data Incident and incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of your personal information, (iii) compensation for time spent remedying issues related to the Data Incident, and/or (iv) a Residual Cash Payment.

The benefits are as follows:

**a. Unreimbursed Ordinary Out-of-Pocket Losses**

You are eligible to receive reimbursement of actual, documented, Unreimbursed Ordinary Out-of-Pocket Losses resulting from the Data Incident (up to \$500 in total), including, without limitation;

- Costs associated with accessing or freezing/unfreezing credit reports with any credit-reporting agency
- Other miscellaneous expenses incurred related to any Ordinary Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges
- Credit monitoring or other mitigative costs.

These Unreimbursed Ordinary Out-of-Pocket Losses must be documented; you must submit copies of documents supporting your claims, such as receipts or other documentation. “Self-prepared” documents, such as handwritten receipts, will not count as documentation, but you can submit them as clarification to other, official documents.

**b. Unreimbursed Extraordinary Losses and Attested Time**

You are eligible to receive reimbursement of actual, documented, Unreimbursed Extraordinary Losses and Attested Time (up to \$6,500 in total) for unreimbursed costs, losses, or expenditures that are fairly traceable to the Incident, and are not reimbursable as Ordinary Out-of-Pocket Losses, including, without limitation:

- Costs, losses, or expenditures incurred as a result of:
  - Identity theft
  - Identity fraud
  - Falsified tax returns

- Other possible misuse of personal information

In addition, 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 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 Incident; and (2) the time associated with each action.

These Unreimbursed Extraordinary Losses and Attested Time must be documented; you must submit copies of documents supporting your claims, such as receipts or other documentation. “Self-prepared” documents, such as handwritten receipts, will not count as documentation, but you can submit them as clarification to other, official documents.

**c. Residual Cash Payment**

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.

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 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

**Completing the Claim Form**

This Claim Form may be submitted online at [www.TBD.com](http://www.TBD.com) or completed and mailed to the address below. Please type or legibly print all requested information in blue or black ink. If submitting by U.S. mail, mail your completed Claim Form, including any supporting documentation, to:

**TBD**

Settlement Administrator  
P.O. Box XXXX  
XXXXX, XX XXXXX



## II. CLAIMANT INFORMATION

The Claims Administrator will use this information for all communications regarding this Claim Form and the Settlement. If this information changes prior to distribution of cash payments, you must notify the Settlement Administrator in writing at the address above.

Claimant Name: \_\_\_\_\_  
First Name MI Last Name

Street Address: \_\_\_\_\_

Street Address Second Line: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Class Member ID: \_\_\_\_\_

If you received a notice of this Settlement by U.S. mail, your Class Member ID is on the envelope or postcard.

If you received a notice of this Settlement by email, your Class Member ID is in the email.

E-mail Address: \_\_\_\_\_

[optional] Daytime Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

[optional] Evening Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

### **You may submit a claim for one or more of these benefits:**

#### **1) CASH PAYMENT**

**Residual Cash Payment:** Would you like to receive a cash payment under the Settlement? **(circle one)**

Yes No

**\*\*** The payment under this option will originally be set at \$50; however, the value of the cash payment under this option may be decreased *pro rata* based on the balance of the Settlement Fund after the payment of other benefits and the Costs of Claims Administration, service awards awarded by the Court, and attorney's fees and expenses awarded by the Court to

#### **2) UNREIMBURSED ORDINARY OUT-OF-POCKET LOSSES**

☐ Please check this box here if you are electing to seek reimbursement for **Unreimbursed Ordinary Out-of-Pocket Losses** and such claimed losses above will total no more than \$500. You must provide reasonable documentation of the claimed Unreimbursed Economic Losses. Self-attested documentation will not suffice.

### **Making a Claim for an Unreimbursed Ordinary Out-of-Pocket Loss Payment**

In order to make a claim for Unreimbursed Ordinary Out-of-Pocket Losses, **you must** (i) fill out the information below to be submitted with this Claim Form; (ii) sign the Certification at the end of this Claim Form (section III); and (iii) include reasonable documentation supporting each claimed loss along with this Claim Form. Unreimbursed Ordinary Out-of-Pocket Losses need to be deemed fairly traceable to the Incident by the Settlement Administrator based on the documentation you provide and the facts of the Incident.

**Failure to meet the requirements of this section may result in your claim being rejected by the Settlement Administrator.**

### **3) UNREIMBURSED EXTRAORDINARY LOSSES AND ATTESTED TIME**

☐ Please check this box here if you are electing to seek reimbursement for **Unreimbursed Extraordinary Losses and/or Attested Time** and such claimed losses above will total no more than \$6,500. You must provide reasonable documentation of the claimed Unreimbursed Extraordinary Losses and/or Attested Time. Self-attested documentation will not suffice.

#### **Making a Claim for an Unreimbursed Extraordinary Loss**

In order to make a claim for Unreimbursed Extraordinary Losses and/or Attested Time, **you must** (i) fill out the information below to be submitted with this Claim Form; (ii) sign the Certification at the end of this Claim Form (section III); and (iii) include reasonable documentation supporting each claimed loss along with this Claim Form. Unreimbursed Extraordinary Losses and/or Attested Time need to be deemed fairly traceable to the Incident by the Settlement Administrator based on the documentation you provide and the facts of the Incident.

#### **Making a Claim for Attested Time**

☐ Please check off this box for this section if you are electing to seek reimbursement for Attested Time (which is only available if you are also making a claim for reimbursement of an unreimbursed extraordinary loss) you undertook remedying issues related to the Incident. Settlement Class Members who elect to submit a claim for reimbursement of Attested Time may claim up to five (5) hours of lost time at a rate of \$25 per hour, for a maximum of \$125.

Please indicate below how much time (round to the nearest hour and check only one box) that you spent remedying issues related to the Incident:

☐ 1 Hour    ☐ 2 Hours    ☐ 3 Hours    ☐ 4 Hours    ☐ 5 Hours

***Examples:*** Select “1 Hour” if you spent at least one full hour calling customer service lines, writing letters or emails, or on the Internet trying to get unauthorized charges reversed or reimbursed. Please note that the time it takes to fill out this Claim Form is not reimbursable and should not be included in the total number of hours claimed.

***Required:*** If time was spent on the telephone or online in an attempt to prevent fraud or identity theft, in the space below, describe what you did, or attach a copy of any letters or emails that you wrote. If the time was spent trying to get unauthorized charges reversed or reimbursed, describe what you did.

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**Failure to meet the requirements of this section may result in your claim being rejected by the Claims Administrator.**

<i>Description of Unreimbursed Losses/Supporting Documentation</i>	<i>Amount</i>
<b>TOTAL UNREIMBURSED LOSSES CLAIMED:</b>	

### **III. CERTIFICATION**

By submitting this Claim Form, I certify that I am eligible to make a claim in this Settlement and that the information provided in this Claim Form and any attachments are true and correct. I understand that this claim may be subject to audit, verification, and Court review and that the Claims Administrator may require supplementation of this claim or additional information from me. I also understand that all claims for payments under this Settlement are subject to the availability of Settlement Funds and may be reduced in part or in whole, depending on the type of claim and the determinations of the Claims Administrator.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

# **EXHIBIT B**

Watson Clinic Data Incident  
c/o Claims Administrator

P.O. Box XXXX  
City, State Zip

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FIRST CLASS MAIL  
U.S. POSTAGE PAID  
CITY, STATE ZIP  
PERMIT NO. XXXX

NOTICE OF CLASS ACTION  
SETTLEMENT

If you received a notice of an Incident  
from Watson Clinic LLP, you are  
entitled to submit a claim for monetary  
compensation under a class action  
settlement.

[www.TBD.com](http://www.TBD.com)

<<Barcode>>

Class Member ID: <<Refnum>>

<<FirstName>> <<LastName>>

<<BusinessName>>

<<Address>>

<<Address2>>

<<City>>, <<ST>> <<Zip>>-<<zip4>>

### **WHO IS A SETTLEMENT CLASS MEMBER?**

This notice is about the lawsuit against Watson Clinic LLP, called *Viviani v. Watson Clinic LLP*, Case No. 8:24-cv-2157-SDM-LSG. The lawsuit arises from the data incident discovered by Watson Clinic in February 2024 (the “Data Incident”). The parties recently agreed to settle the lawsuit.

If you received a notice letter from Watson Clinic about the Data Incident, then you are a Settlement Class Member (“Class Member”) entitled to receive a cash payment.

### **WHAT ARE THE SETTLEMENT BENEFITS AND TERMS?**

Under the Settlement, Watson Clinic will pay \$10,000,000 into a Settlement Fund—which will be distributed to Class Members who submit Approved Claims or are issued a Digital Image Cash Payment (after deducting Cost of Claims Administration, service awards, and attorney’s fees and litigation expenses). All Class Members may submit Claims to get cash payments. **First**, for certain Class Members, a Digital Image Cash Payment ranging from \$100.00 to \$75,000.00 will be issued regardless of whether the Class Member makes a claim. **Second**, Class Members who suffered unreimbursed ordinary out-of-pocket losses in responding to receiving notice of the Incident may claim up to \$500 (but Class Members must provide documentation of their losses). An example of an “ordinary out-of-pocket loss” is paying for credit monitoring. **Third**, Class Members who suffered unreimbursed extraordinary losses and/or lost time may claim up to \$6,500 (but Class Members must provide documentation of their losses). An example of “extraordinary losses” is identity theft. **Fourth**, Class Members may claim a Residual Cash Payment of up to \$50 (the value will be calculated after deducting payments for Approved Claims, Costs for Claims Administration, service awards, and attorneys’ fees and litigation expenses). More information about the types of claims and how to file them is available at [www.TBD.com](http://www.TBD.com) (“Settlement Website”). Any amounts remaining in the Settlement Fund after Approved Claims are paid will be sent to a charitable organization proposed by the parties and approved by the Court as a *cy pres* award.

### **WHAT ARE YOUR RIGHTS AND OPTIONS?**

**Submit a Claim Form.** To qualify for a cash payment other than a Digital Image

Cash Payment, you must timely mail a Claim Form. You can submit the claim form that is attached to this notice. Or you can submit a Claim Form online at [www.TBD.com](http://www.TBD.com). Your Claim Form must be postmarked or submitted online no later than [REDACTED], 2025.

**Opt Out.** You may opt-out from the Settlement by mailing a written request for exclusion to the Claims Administrator that is postmarked no later than [REDACTED], 2025. 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.

**Object.** If you do not exclude yourself, you have the right to object to the Settlement. Written objections must be signed, postmarked no later than [REDACTED], 2025, and provide the reasons for the objection. Please visit [www.TBD.com](http://www.TBD.com) for more details.

**Do Nothing.** If you do nothing, you will ***not*** receive money other than a Digital Image Cash Payment (if you qualify) but you will lose the right to sue Watson Clinic individually about the Data Incident—and you will be bound by the Court’s decision in this case.

**Attend the Final Fairness Hearing.** The Court will hold a **Final Fairness Hearing** at [REDACTED] m. on [REDACTED], 2025 to determine if the Settlement is fair, reasonable, and adequate. All persons who timely object to the Settlement may appear at the Final Fairness Hearing.

**Do I have an attorney?** Yes, the Court appointed Patrick A. Barthle II of Morgan & Morgan and Gary M. Klinger of Milberg as Class Counsel to represent the entire Settlement Class.

**Do I have to pay for the attorneys?** No. The attorneys’ fees and expenses will be paid exclusively from the Settlement Fund (subject to approval by the Court). The attorney’s fees will be in an amount of up to 33% of the Settlement Fund and the expenses will not exceed \$100,000. The Fee and Expense Application will be posted on the Settlement Website after it is filed with the Court.

**How much are the service awards?** The named Plaintiffs, Charles Viviani and David Thorpe (also called the Class Representatives), will seek service awards in the amount of \$2,500 each for their efforts in leading this case.

**Where can I get a copy of the Settlement Agreement, learn more about the case, or learn more about submitting a claim?** [www.TBD.com](http://www.TBD.com)

\*\*\* Please note that if you wish to submit a claim for compensation for out-of-pocket losses, you will likely need to submit your claim *online* so you may attach all information necessary to support your request for payment. A longer version of the Claim Form is on the Settlement Website.

This Notice is a summary of the proposed Settlement.

3:24-cv-02157-SDM-LSG

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# **EXHIBIT C**

**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.

# **EXHIBIT D**

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION**

CHARLES VIVIANI and DAVID  
THORPE, individually and on behalf  
of all others similarly situated,

Plaintiffs,

vs.

WATSON CLINIC, LLP,

Defendant.

**Case No. 8:24-cv-02157-SDM-LSG**

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

This matter is before the Court on Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. Plaintiffs, individually and on behalf of the proposed Class, and Defendant have entered into a Settlement Agreement and Release, dated July 18, 2025 (“Settlement Agreement”) that, if approved, would settle the above-captioned litigation. Having considered the Motion, the Settlement Agreement together with all exhibits and attachments thereto, the record in this matter, and the briefs and arguments of counsel, IT IS HEREBY ORDERED as follows:

1. Unless otherwise defined herein, all terms that are capitalized herein shall have the same meaning ascribed to those terms in the Settlement Agreement.

2. The Court has jurisdiction over this litigation, Plaintiffs, Defendant, and Settlement Class Members, and any party to any agreement that is part of or related to the Settlement Agreement.

### **PRELIMINARY APPROVAL**

3. The Court has reviewed the terms of the proposed Settlement Agreement, the exhibits and attachments thereto, Plaintiffs' motion papers and briefs, and the declarations of counsel and the Claims Administrator. Based on its review of these papers, the Court finds that the Settlement Agreement appears to be the result of serious, informed, non-collusive negotiations, through which the basic terms of the Settlement were negotiated and finalized. The Court further observes that the Settlement Agreement is the product of discovery that was sufficient to fully inform the Parties of the strengths and weaknesses of the case before mediation. The terms of the Settlement Agreement do not improperly grant preferential treatment to any individual or segment of the Settlement Class and fall within the range of possible approval as fair, reasonable, and adequate.

4. The Court therefore GRANTS preliminary approval of the Settlement Agreement and all of the terms and conditions contained therein.

### **PRELIMINARY CLASS CERTIFICATION**

5. Pursuant to Federal Rule of Civil Procedure 23, the Court preliminarily certifies, for settlement purposes only, the Settlement Class defined in the Settlement



Agreement as follows:

**All individual U.S. residents to whom Watson sent notice of the Data Incident.**

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.

6. The Court preliminarily finds that the Settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23(a) for settlement purposes only: the Settlement Class is comprised of many thousands of individuals; there are questions of law or fact common to the Settlement Class; the Representative Plaintiffs' claims are typical of those of Settlement Class Members; and the Representative Plaintiffs will fairly and adequately protect the interests of the Settlement Class.

7. The Court preliminarily finds that the Settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23(b)(3) for settlement purposes only: the questions of law or fact common to the Class predominate over individual

questions; and class action litigation is superior to other available methods for the fair and efficient adjudication of this controversy.

8. The Court hereby appoints Charles Viviani and David Thorpe as the Representative Plaintiffs for the Settlement Class. The Court provisionally finds that the Representative Plaintiffs are similarly situated to absent Settlement Class Members and therefore typical of the Settlement Class and that they will be adequate Representative Plaintiffs.

9. The Court finds the following counsel are experienced and adequate counsel and appoints them as Class Counsel for the Settlement: Patrick A. Barthle II of Morgan & Morgan and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC.

### **NOTICE AND ADMINISTRATION**

10. Pursuant to the Settlement Agreement, the Parties have designated Kroll Settlement Administration LLC as the Claims Administrator. Kroll Settlement Administration LLC shall perform all the duties of the Claims Administrator set forth in the Settlement Agreement.

11. The Court finds that the Notices and proposed Notice Program set forth in the Settlement Agreement satisfy the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure and provide the best notice practicable under the circumstances. The Notice and Notice Program are reasonably calculated to apprise

Settlement Class Members of the nature of this Litigation, the scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the processes for doing so, and the Final Fairness Hearing. The Court therefore approves the Notice and Notice Program and directs the Parties and the Claims Administrator to proceed with providing notice to Settlement Class Members pursuant to the terms of the Settlement Agreement and this Order.

12. The Claims Administrator shall commence the Notice Program within the time required by the Settlement Agreement.

13. The Court also approves the submitted Claim Form, Short Form Notice, Long Form Notice, and Digital Image Notices.

### **EXCLUSION AND OBJECTIONS**

14. Each individual wishing to exclude themselves from the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. Individuals wishing to opt out of the Settlement Class will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted. The written notice must clearly manifest an individual's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked by the Opt-Out Date. All opt-out requests sent to anyone other than the Claims Administrator, including

requests previously sent to Proposed Class Counsel and/or Watson's counsel, are ineffectual and shall be deemed null and void.

15. All individuals who submit valid and timely notices of their intent to be excluded from the Settlement Class, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All individuals falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth above shall be bound by the terms of the Settlement Agreement and Judgment entered thereon.

16. Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (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 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's counsel in the signature blocks at the end of this Agreement.

17. Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation.

#### **FINAL FAIRNESS HEARING**

18. The Court will hold a Final Fairness Hearing on \_\_\_\_\_ at \_\_\_\_\_ in United States District Court, Middle District of Florida, Courtroom INSERT, United States Courthouse, 801 N. Florida Avenue, Tampa, FL 33602.

19. At the Final Fairness Hearing, the Court will consider whether: (a) the Settlement is fair, reasonable, and adequate; (b) the Settlement Class should

be finally certified; (c) the preliminary appointment of Class Counsel should be made final; (d) the preliminary appointment of the Representative Plaintiffs should be made final; (e) Class Counsel's motion for attorneys' fees and Litigation expenses should be granted; (f) the service awards sought for Representative Plaintiffs should be granted; and (g) a final judgment should be entered.

20. The Court reserves the right to continue the date of the Final Fairness Hearing without further notice to Settlement Class Members.

21. All proceedings and deadlines in this matter, except those necessary to implement this Order and the Settlement, are hereby stayed and suspended until further order of the Court.

22. All Settlement Class Members who do not validly opt out and exclude themselves are hereby enjoined from pursuing or prosecuting any of the Released Claims as set forth in the Settlement Agreement until further order of the Court.

23. In the event that the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement: (a) the Settlement Agreement and this Order shall become void, shall have no further force or effect, and shall not be used in the Litigation or any other proceedings for any purpose other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination; (b) this matter will revert to the status that existed before execution of the Settlement Agreement; and (c) no term or draft of the Settlement Agreement or any part of the

Parties' settlement discussions, negotiations or documentation (including any briefs filed in support of preliminary or final approval of the Settlement) shall be (i) admissible into evidence for any purpose in this Litigation or in any other action or proceeding other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination, (ii) deemed an admission or concession by any Settling Party regarding the validity of any of the Released Claims or the propriety of certifying any class against Defendant, or (iii) deemed an admission or concession by any Party regarding the truth or falsity of any facts alleged in the Litigation or the availability or lack of availability of any defense to the Released Claims.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. Steven D. Merryday  
UNITED STATES DISTRICT COURT  
JUDGE

**SETTLEMENT TIMELINE**

<b><u>Grant of Preliminary Approval</u></b>	
Watson provides list of Settlement Class Members to the Claims Administrator	14 days after Preliminary Approval

Claims Administrator to Provide CAFA Notice Required by 28 U.S.C. § 1715(b)	Within 10 days of filing of the Preliminary Approval Motion
Long Form and Short Form Notices Posted on the Settlement Website	30 days from Preliminary Approval
Class Notice Date	30 days from Preliminary Approval
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Representative Plaintiffs Service Award	14 days before Objection and Opt-Out Deadlines
Objection Deadline	60 days from Class Notice Date
Opt-Out Deadline	60 days from Class Notice Date
Claims Deadline	90 days from Class Notice Date
Claims Administrator Provide List of Objections/Opt-Outs to Counsel for the Parties	67 days from Class Notice Date
Claims Administrator Provides Summary of Facially Valid Claims	30 days from Claims Deadline
Parties' Challenge to Any Claims	15 days from the Claims Administrator Provides Summary of Facially Valid Claims
<b><u>Final Fairness Hearing</u></b>	No earlier than: (i) 100 days after the notices are made in order to comply with the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715(d); or (ii) 150 days from Preliminary Approval, whichever is later.
Motion for Final Approval	14 days before Final Fairness Hearing Date



Claims Administrator Provides Court Notice of Opt-Outs and/or Objections	10 days before Final Fairness Hearing Date
<b><u>Final Approval</u></b>	
Payment of Attorneys' Fees and Expenses Representative Plaintiffs service award	25 days from Effective Date
Settlement Website Deactivation	At least five (5) business days after the last payment or credit under this Settlement is terminated

# **EXHIBIT E**

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION**

CHARLES VIVIANI and DAVID  
THORPE, individually and on behalf  
of all others similarly situated,

Plaintiffs,

vs.

WATSON CLINIC, LLP,

Defendant.

**Case No. 8:24-cv-02157-SDM-LSG**

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

This matter comes before the Court on Plaintiffs’ Motion for Final Approval of Class Action Settlement (ECF No. [REDACTED]). The Court has reviewed the Motion, the supporting facts and authorities, and the Class Action Settlement Agreement (ECF No. [REDACTED]) entered by Plaintiffs and Defendant Watson Clinic, LLP (“Defendant” or “Watson”), and it finds that the Motion should be **GRANTED**. Therefore:

1. The Court, for the purposes of this Final Judgment adopts the defined terms as described in the Settlement Agreement for any term not otherwise defined herein.

2. The Court certifies the Settlement Class pursuant to Federal Rule of Civil Procedure 23.

3. The Court finds that the Settlement Agreement—which provides for a non-reversionary Settlement Fund of \$10,000,000 to resolve the claims of the Plaintiffs and the Settlement Class—is fair, reasonable, adequate, and was entered into in good faith and without collusion. The Court approves and directs consummation of the Settlement Agreement.

4. The Court approves the Release provided in the Settlement Agreement and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties.

5. The Court reserves jurisdiction over this action and the Settlement Agreement.

6. The Court finds that there is no just reason for delay of entry of final judgment with respect to the foregoing.

7. The Court dismisses with prejudice all claims of the Settlement Class against Defendant in this case, without costs and fees except as explicitly provided for in the Agreement.

8. The Court previously entered an Order Granting Preliminarily Approval of Class Action Settlement and Class Notice Plan (“Preliminary Approval Order”) (ECF No.       ) that preliminarily approved the Agreement and established a hearing date to consider the final approval of the Agreement.

9. The Court's Preliminary Approval Order approved the proposed Notices and found the mailing, distribution, and publishing of the various Notices as proposed met the requirements of Fed. R. Civ. P. 23 and due process, and is the best notice practicable under the circumstances, constituting due and sufficient notice to all persons entitled to notice. A declaration confirming that the Notices have been mailed, published, and distributed pursuant to the Class Notice Plan and the Preliminary Approval Order has been filed with the Court. The Court finds that the distribution of the Notices has been achieved pursuant to the Preliminary Approval Order and the Agreement.

10. The Court finds Watson has complied with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715.

11. The Court finds that the Class Representatives are similarly situated to absent Settlement Class Members and are typical of the Settlement Class and are adequate Representative Plaintiffs, and that Class Counsel and the Representative Plaintiffs have fairly and adequately represented the Settlement Class. The Court grants final approval to its appointment of Class Counsel and Representative Plaintiffs as provided in the Preliminary Approval Order, appointing the following firms and individuals as Class Counsel: Patrick A. Barthle II of Morgan & Morgan and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC. The Court also appoints Charles Viviani and David Thorpe as Representative Plaintiffs.

12. The Court certifies the following Settlement Class under Fed. R. Civ. P. 23(a) and 23(b)(3): All individual U.S. residents to whom Watson sent notice of the Data Incident.

13. The Court finds that the Settlement Class defined above satisfies the requirements of Fed. R. Civ. P. 23(a) and (b)(3) for settlement purposes insofar as: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Representative Plaintiffs are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; (d) the Representative Plaintiffs and Class Counsel have fairly and adequately protected the interests of the Settlement Class, as the Representative Plaintiffs have no interests antagonistic to or conflicting with the Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement are superior to other available methods for a fair and efficient resolution of this controversy.

14. Having considered the negotiation of, the terms of, and all the materials submitted concerning the Agreement; having considered Plaintiffs' and Settlement Class Members' likelihood of success both in maintaining this action as a class action

and prevailing on the claims in a data-breach trial, including the possibility that Watson could prevail on one or more of its defenses; having considered the range of the Plaintiffs' possible recovery—and that of the Settlement Class—and the complexity, expense, and duration of the Litigation; and having considered the substance and amount of opposition to the proposed settlement, it is hereby determined that:

- a. Plaintiffs and Class Counsel have adequately represented the Settlement Class;
- b. the terms of the Agreement were negotiated at arm's length, vigorously advocated by experienced counsel for Plaintiffs and Watson;
- c. the outcome of the Litigation is in doubt;
- d. it is possible that the Settlement Class could receive more if the Litigation were to go to trial, but it is also possible that the proposed Settlement Class could receive less—including the possibility of receiving nothing—and/or that Watson could defeat certification;
- e. the value of immediate recovery outweighs the possibility of future relief that would likely occur, if at all, only after further protracted litigation and appeals;
- f. the Parties have, in good faith, determined the Agreement is in their respective best interests, including Plaintiffs and Class Counsel

determining that it is in the best interest of the Settlement Class Members;

- g. the aggregate consideration for the Settlement Class—including both the Settlement Fund, which Watson shall fund, and other forms of relief Watson agreed to—is commensurate with the claims asserted and that will be released as part of the Settlement, and
- h. the terms of the Settlement Agreement treat the Settlement Class Members equitably relative to one another and fall well within the range of settlement terms that would be considered a fair, reasonable, and adequate resolution to this Litigation.

Accordingly, pursuant to Rule 23(e), the terms of the Agreement are finally approved as fair, reasonable, and adequate as to, and in the best interest of, the Settlement Class and each of the Settlement Class Members.

15. Pursuant to the Settlement Agreement and the Plaintiffs' Motion for Attorney Fees, Expenses, and Service Awards (ECF No. [REDACTED]), the Settlement Fund shall first be used to pay Cost of Claims Administration; Class Counsel attorneys' fees totaling \$TBD; Class Counsel's costs and expenses of \$TBD; and a service award to Representative Plaintiffs in the amount of \$TBD each. The Settlement Fund shall next be used to pay Settlement Class Members' Digital Image Cash Payments, documented Ordinary Out-of-Pocket Losses up to \$500, documented Extraordinary



Losses and Attested Time up to \$6,500, and a Residual Cash Payment of up to \$50 of any remaining funds to each Settlement Class Member submitting a Approved Claim.

16. Plaintiffs and Settlement Class Members fully, finally, and forever release, relinquish, and discharge all Released Claims as against all Released Parties. Further, upon the Effective Date in the Settlement Agreement, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims (as defined in the Settlement Agreement) is asserted. Any other claims or defenses Plaintiff and each and all of the Settlement Class Members may have against Defendant that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Data Incident, the Litigation, or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_

Hon. Steven D. Merryday

UNITED STATES DISTRICT COURT JUDGE

# **EXHIBIT F**

**NOTICE OF CLASS ACTION SETTLEMENT  
REGARDING THE WATSON CLINIC DATA INCIDENT AND  
POTENTIAL DIGITAL IMAGE CASH PAYMENT OF \$75,000.00 OR MORE**

Watson Clinic Data Incident  
c/o Claims Administrator  
P.O. Box XXXX  
City, State Zip

Dear [INSERT],

This notice is about the lawsuit against Watson Clinic LLP called *Viviani v. Watson Clinic LLP*, Case No. 8:24-cv-2157-SDM-LSG. The lawsuit arises from the data incident discovered by Watson Clinic in February 2024 (the “Data Incident”).

You are receiving this notice because you have been identified as a member of the Settlement Class who had one or more digital images published on the dark web as a result of the Data Incident.

***WHAT ARE THE SETTLEMENT BENEFITS AND TERMS?***

Under the Settlement, Watson Clinic will pay \$10,000,000 into a Settlement Fund—which will be distributed to Class Members who submit Approved Claims or are issued a Digital Image Cash Payment (after deducting Cost of Claims Administration, service awards, and attorney’s fees and litigation expenses). All Class Members may submit Claims to get cash payments. ***First***, for certain Class Members, a Digital Image Cash Payment will be issued regardless of whether those Class Members make a claim. ***Second***, Class Members who suffered unreimbursed ordinary out-of-pocket losses in responding to receiving notice of the Incident may claim up to \$500 if they provide documentation of their losses. An example of an “ordinary out-of-pocket loss” is paying for credit monitoring. ***Third***, Class Members who suffered unreimbursed extraordinary losses

and/or lost time may claim up to \$6,500 if they provide documentation of their losses. An example of “extraordinary losses” is identity theft. ***Fourth***, Class Members may claim a Residual Cash Payment of up to \$50 (the value will be calculated after deducting payments for Approved Claims, Costs for Claims Administration, service awards, and attorneys’ fees and litigation expenses). More information about the types of claims and how to file them is available at [www.TBD.com](http://www.TBD.com) (“Settlement Website”). Any amounts remaining in the Settlement Fund after Approved Claims are paid will be sent to a charitable organization proposed by the parties and approved by the Court as a *cy pres* award.

#### ***WHAT IS THE DIGITAL IMAGE CASH PAYMENT?***

If the Court finally approves the proposed settlement, you will receive \$75,000.00 or more as compensation for the publication of one or more digital images on the dark web as a result of the Data Incident. At least one of these images contains your (i) face (including eyes) and (ii) an exposed sensitive area.

#### ***WHAT ARE YOUR RIGHTS AND OPTIONS?***

**Submit a Claim Form.** To qualify for a cash payment other than a Digital Image Cash Payment, you must timely mail a Claim Form. You can submit the claim form that is attached to this notice. Or you can submit a Claim Form online at [www.TBD.com](http://www.TBD.com). Your Claim Form must be postmarked or submitted online no later than \_\_\_\_\_, 2025.

**Opt Out.** You may opt-out from the Settlement and keep your ability to sue Watson Clinic separately by mailing a written request for exclusion to the Claims Administrator that is

postmarked no later than \_\_\_\_\_, 2025. If you do not opt-out, then you will be bound by the Settlement and give up your right to sue Watson Clinic separately for the Incident.

**Object.** If you do not exclude yourself, you have the right to object to the Settlement. Written objections must be signed, postmarked no later than \_\_\_\_\_, 2025, and provide the reasons for the objection. Please visit [www.TBD.com](http://www.TBD.com) for more details.

**Do Nothing.** If you do nothing, you will not receive money other than a Digital Image Cash Payment but you will lose the right to sue Watson Clinic separately for Data Incident—and you will be bound by the Court’s decision in this case.

**Attend the Final Fairness Hearing.** The Court will hold a Final Fairness Hearing at \_\_\_\_\_ m. on \_\_\_\_\_, 2025 to determine if the Settlement is fair, reasonable, and adequate. All persons who timely object to the Settlement may appear at the Final Fairness Hearing.

**Do I have an attorney?** Yes, the Court appointed Patrick A. Barthle II of Morgan & Morgan and Gary M. Klinger of Milberg as Class Counsel to represent the entire Settlement Class.

**Do I have to pay for the attorneys?** No. The attorneys’ fees and expenses will be paid exclusively from the Settlement Fund (subject to approval by the Court). The attorney’s fees will be in an amount of up to 33% of the Settlement Fund and the expenses will not exceed \$100,000. The Fee and Expense Application will be posted on the Settlement Website after it is filed with the Court.

**How much are the service awards?** The named Plaintiffs, Charles Viviani and David Thorpe (also called the Class Representatives), will seek service awards in the amount of \$2,500 each for their efforts in leading this case.

**Where can I get a copy of the Settlement Agreement, learn more about the case, or learn more about submitting a claim? [www.TBD.com](http://www.TBD.com)**

\*\*\* Please note that if you wish to submit a claim for compensation for out-of-pocket losses, you will likely need to submit your claim online so you may attach all information necessary to support your request for payment. A longer version of the Claim Form is on the Settlement Website.

**This Notice is a summary of the proposed Settlement.**

# **EXHIBIT G**



**NOTICE OF CLASS ACTION SETTLEMENT  
REGARDING THE WATSON CLINIC DATA INCIDENT AND  
POTENTIAL DIGITAL IMAGE CASH PAYMENT OF \$40,000.00 OR MORE**

Watson Clinic Data Incident  
c/o Claims Administrator  
P.O. Box XXXX  
City, State Zip

Dear [INSERT],

This notice is about the lawsuit against Watson Clinic LLP called *Viviani v. Watson Clinic LLP*, Case No. 8:24-cv-2157-SDM-LSG. The lawsuit arises from the data incident discovered by Watson Clinic in February 2024 (the “Data Incident”).

You are receiving this notice because you have been identified as a member of the Settlement Class who had one or more digital images published on the dark web as a result of the Data Incident.

***WHAT ARE THE SETTLEMENT BENEFITS AND TERMS?***

Under the Settlement, Watson Clinic will pay \$10,000,000 into a Settlement Fund—which will be distributed to Class Members who submit Approved Claims or are issued a Digital Image Cash Payment (after deducting Cost of Claims Administration, service awards, and attorney’s fees and litigation expenses). All Class Members may submit Claims to get cash payments. ***First***, for certain Class Members, a Digital Image Cash Payment will be issued regardless of whether those Class Members make a claim. ***Second***, Class Members who suffered unreimbursed ordinary out-of-pocket losses in responding to receiving notice of the Incident may claim up to \$500 if they provide documentation of their losses. An example of an “ordinary out-of-pocket loss” is paying for credit monitoring. ***Third***, Class Members who suffered unreimbursed extraordinary losses

and/or lost time may claim up to \$6,500 if they provide documentation of their losses. An example of “extraordinary losses” is identity theft. ***Fourth***, Class Members may claim a Residual Cash Payment of up to \$50 (the value will be calculated after deducting payments for Approved Claims, Costs for Claims Administration, service awards, and attorneys’ fees and litigation expenses). More information about the types of claims and how to file them is available at [www.TBD.com](http://www.TBD.com) (“Settlement Website”). Any amounts remaining in the Settlement Fund after Approved Claims are paid will be sent to a charitable organization proposed by the parties and approved by the Court as a *cy pres* award.

#### ***WHAT IS THE DIGITAL IMAGE CASH PAYMENT?***

If the Court finally approves the proposed settlement, you will receive \$40,000.00 or more as compensation for the publication of one or more digital images on the dark web as a result of the Data Incident. At least one of these images contains (i) part of your face (below the eyes) and (ii) an exposed sensitive area.

#### ***WHAT ARE YOUR RIGHTS AND OPTIONS?***

**Submit a Claim Form.** To qualify for a cash payment other than a Digital Image Cash Payment, you must timely mail a Claim Form. You can submit the claim form that is attached to this notice. Or you can submit a Claim Form online at [www.TBD.com](http://www.TBD.com). Your Claim Form must be postmarked or submitted online no later than \_\_\_\_\_, 2025.

**Opt Out.** You may opt-out from the Settlement and keep your ability to sue Watson Clinic separately by mailing a written request for exclusion to the Claims Administrator that is

postmarked no later than \_\_\_\_\_, 2025. If you do not opt-out, then you will be bound by the Settlement and give up your right to sue Watson Clinic separately for the Incident.

**Object.** If you do not exclude yourself, you have the right to object to the Settlement. Written objections must be signed, postmarked no later than \_\_\_\_\_, 2025, and provide the reasons for the objection. Please visit [www.TBD.com](http://www.TBD.com) for more details.

**Do Nothing.** If you do nothing, you will not receive money other than a Digital Image Cash Payment but you will lose the right to sue Watson Clinic separately for Data Incident—and you will be bound by the Court’s decision in this case.

**Attend the Final Fairness Hearing.** The Court will hold a Final Fairness Hearing at \_\_\_\_\_ m. on \_\_\_\_\_, 2025 to determine if the Settlement is fair, reasonable, and adequate. All persons who timely object to the Settlement may appear at the Final Fairness Hearing.

**Do I have an attorney?** Yes, the Court appointed Patrick A. Barthle II of Morgan & Morgan and Gary M. Klinger of Milberg as Class Counsel to represent the entire Settlement Class.

**Do I have to pay for the attorneys?** No. The attorneys’ fees and expenses will be paid exclusively from the Settlement Fund (subject to approval by the Court). The attorney’s fees will be in an amount of up to 33% of the Settlement Fund and the expenses will not exceed \$100,000. The Fee and Expense Application will be posted on the Settlement Website after it is filed with the Court.

**How much are the service awards?** The named Plaintiffs, Charles Viviani and David Thorpe (also called the Class Representatives), will seek service awards in the amount of \$2,500 each for their efforts in leading this case.

**Where can I get a copy of the Settlement Agreement, learn more about the case, or learn more about submitting a claim? [www.TBD.com](http://www.TBD.com)**

\*\*\* Please note that if you wish to submit a claim for compensation for out-of-pocket losses, you will likely need to submit your claim online so you may attach all information necessary to support your request for payment. A longer version of the Claim Form is on the Settlement Website.

**This Notice is a summary of the proposed Settlement.**

# **EXHIBIT H**

**NOTICE OF CLASS ACTION SETTLEMENT  
REGARDING THE WATSON CLINIC DATA INCIDENT AND  
POTENTIAL DIGITAL IMAGE CASH PAYMENT OF \$10,000.00 OR MORE**

Watson Clinic Data Incident  
c/o Claims Administrator  
P.O. Box XXXX  
City, State Zip

Dear [INSERT],

This notice is about the lawsuit against Watson Clinic LLP called *Viviani v. Watson Clinic LLP*, Case No. 8:24-cv-2157-SDM-LSG. The lawsuit arises from the data incident discovered by Watson Clinic in February 2024 (the “Data Incident”).

You are receiving this notice because you have been identified as a member of the Settlement Class who had one or more digital images published on the dark web as a result of the Data Incident.

***WHAT ARE THE SETTLEMENT BENEFITS AND TERMS?***

Under the Settlement, Watson Clinic will pay \$10,000,000 into a Settlement Fund—which will be distributed to Class Members who submit Approved Claims or are issued a Digital Image Cash Payment (after deducting Cost of Claims Administration, service awards, and attorney’s fees and litigation expenses). All Class Members may submit Claims to get cash payments. ***First***, for certain Class Members, a Digital Image Cash Payment will be issued regardless of whether those Class Members make a claim. ***Second***, Class Members who suffered unreimbursed ordinary out-of-pocket losses in responding to receiving notice of the Incident may claim up to \$500 if they provide documentation of their losses. An example of an “ordinary out-of-pocket loss” is paying for credit monitoring. ***Third***, Class Members who suffered unreimbursed extraordinary losses

and/or lost time may claim up to \$6,500 if they provide documentation of their losses. An example of “extraordinary losses” is identity theft. ***Fourth***, Class Members may claim a Residual Cash Payment of up to \$50 (the value will be calculated after deducting payments for Approved Claims, Costs for Claims Administration, service awards, and attorneys’ fees and litigation expenses). More information about the types of claims and how to file them is available at [www.TBD.com](http://www.TBD.com) (“Settlement Website”). Any amounts remaining in the Settlement Fund after Approved Claims are paid will be sent to a charitable organization proposed by the parties and approved by the Court as a *cy pres* award.

#### ***WHAT IS THE DIGITAL IMAGE CASH PAYMENT?***

If the Court finally approves the proposed settlement, you will receive \$10,000.00 or more as compensation for the publication of one or more digital images on the dark web as a result of the Data Incident. At least one of these images contains (i) none of your face and (ii) an exposed sensitive area.

#### ***WHAT ARE YOUR RIGHTS AND OPTIONS?***

**Submit a Claim Form.** To qualify for a cash payment other than a Digital Image Cash Payment, you must timely mail a Claim Form. You can submit the claim form that is attached to this notice. Or you can submit a Claim Form online at [www.TBD.com](http://www.TBD.com). Your Claim Form must be postmarked or submitted online no later than \_\_\_\_\_, 2025.

**Opt Out.** You may opt-out from the Settlement and keep your ability to sue Watson Clinic separately by mailing a written request for exclusion to the Claims Administrator that is

postmarked no later than \_\_\_\_\_, 2025. If you do not opt-out, then you will be bound by the Settlement and give up your right to sue Watson Clinic separately for the Incident.

**Object.** If you do not exclude yourself, you have the right to object to the Settlement. Written objections must be signed, postmarked no later than \_\_\_\_\_, 2025, and provide the reasons for the objection. Please visit [www.TBD.com](http://www.TBD.com) for more details.

**Do Nothing.** If you do nothing, you will not receive money other than a Digital Image Cash Payment but you will lose the right to sue Watson Clinic separately for Data Incident—and you will be bound by the Court’s decision in this case.

**Attend the Final Fairness Hearing.** The Court will hold a Final Fairness Hearing at \_\_\_\_\_ m. on \_\_\_\_\_, 2025 to determine if the Settlement is fair, reasonable, and adequate. All persons who timely object to the Settlement may appear at the Final Fairness Hearing.

**Do I have an attorney?** Yes, the Court appointed Patrick A. Barthle II of Morgan & Morgan and Gary M. Klinger of Milberg as Class Counsel to represent the entire Settlement Class.

**Do I have to pay for the attorneys?** No. The attorneys’ fees and expenses will be paid exclusively from the Settlement Fund (subject to approval by the Court). The attorney’s fees will be in an amount of up to 33% of the Settlement Fund and the expenses will not exceed \$100,000. The Fee and Expense Application will be posted on the Settlement Website after it is filed with the Court.

**How much are the service awards?** The named Plaintiffs, Charles Viviani and David Thorpe (also called the Class Representatives), will seek service awards in the amount of \$2,500 each for their efforts in leading this case.



**Where can I get a copy of the Settlement Agreement, learn more about the case, or learn more about submitting a claim? [www.TBD.com](http://www.TBD.com)**

\*\*\* Please note that if you wish to submit a claim for compensation for out-of-pocket losses, you will likely need to submit your claim online so you may attach all information necessary to support your request for payment. A longer version of the Claim Form is on the Settlement Website.

**This Notice is a summary of the proposed Settlement.**

# **EXHIBIT I**

**NOTICE OF CLASS ACTION SETTLEMENT  
REGARDING THE WATSON CLINIC DATA INCIDENT AND  
POTENTIAL DIGITAL IMAGE CASH PAYMENT OF \$10,000.00 OR MORE**

Watson Clinic Data Incident  
c/o Claims Administrator  
P.O. Box XXXX  
City, State Zip

Dear [INSERT],

This notice is about the lawsuit against Watson Clinic LLP called *Viviani v. Watson Clinic LLP*, Case No. 8:24-cv-2157-SDM-LSG. The lawsuit arises from the data incident discovered by Watson Clinic in February 2024 (the “Data Incident”).

You are receiving this notice because you have been identified as a member of the Settlement Class who had one or more digital images published on the dark web as a result of the Data Incident.

***WHAT ARE THE SETTLEMENT BENEFITS AND TERMS?***

Under the Settlement, Watson Clinic will pay \$10,000,000 into a Settlement Fund—which will be distributed to Class Members who submit Approved Claims or are issued a Digital Image Cash Payment (after deducting Cost of Claims Administration, service awards, and attorney’s fees and litigation expenses). All Class Members may submit Claims to get cash payments. ***First***, for certain Class Members, a Digital Image Cash Payment will be issued regardless of whether those Class Members make a claim. ***Second***, Class Members who suffered unreimbursed ordinary out-of-pocket losses in responding to receiving notice of the Incident may claim up to \$500 if they provide documentation of their losses. An example of an “ordinary out-of-pocket loss” is paying for credit monitoring. ***Third***, Class Members who suffered unreimbursed extraordinary losses

and/or lost time may claim up to \$6,500 if they provide documentation of their losses. An example of “extraordinary losses” is identity theft. ***Fourth***, Class Members may claim a Residual Cash Payment of up to \$50 (the value will be calculated after deducting payments for Approved Claims, Costs for Claims Administration, service awards, and attorneys’ fees and litigation expenses). More information about the types of claims and how to file them is available at [www.TBD.com](http://www.TBD.com) (“Settlement Website”). Any amounts remaining in the Settlement Fund after Approved Claims are paid will be sent to a charitable organization proposed by the parties and approved by the Court as a *cy pres* award.

#### ***WHAT IS THE DIGITAL IMAGE CASH PAYMENT?***

If the Court finally approves the proposed settlement, you will receive \$10,000.00 or more as compensation for the publication of one or more digital images on the dark web as a result of the Data Incident. At least one of these images contains (i) your face (including eyes) and (ii) a sensitive portion of your body covered by undergarments.

#### ***WHAT ARE YOUR RIGHTS AND OPTIONS?***

**Submit a Claim Form.** To qualify for a cash payment other than a Digital Image Cash Payment, you must timely mail a Claim Form. You can submit the claim form that is attached to this notice. Or you can submit a Claim Form online at [www.TBD.com](http://www.TBD.com). Your Claim Form must be postmarked or submitted online no later than \_\_\_\_\_, 2025.

**Opt Out.** You may opt-out from the Settlement and keep your ability to sue Watson Clinic separately by mailing a written request for exclusion to the Claims Administrator that is

postmarked no later than \_\_\_\_\_, 2025. If you do not opt-out, then you will be bound by the Settlement and give up your right to sue Watson Clinic separately for the Incident.

**Object.** If you do not exclude yourself, you have the right to object to the Settlement. Written objections must be signed, postmarked no later than \_\_\_\_\_, 2025, and provide the reasons for the objection. Please visit [www.TBD.com](http://www.TBD.com) for more details.

**Do Nothing.** If you do nothing, you will not receive money other than a Digital Image Cash Payment but you will lose the right to sue Watson Clinic separately for Data Incident—and you will be bound by the Court’s decision in this case.

**Attend the Final Fairness Hearing.** The Court will hold a Final Fairness Hearing at \_\_\_\_\_ m. on \_\_\_\_\_, 2025 to determine if the Settlement is fair, reasonable, and adequate. All persons who timely object to the Settlement may appear at the Final Fairness Hearing.

**Do I have an attorney?** Yes, the Court appointed Patrick A. Barthle II of Morgan & Morgan and Gary M. Klinger of Milberg as Class Counsel to represent the entire Settlement Class.

**Do I have to pay for the attorneys?** No. The attorneys’ fees and expenses will be paid exclusively from the Settlement Fund (subject to approval by the Court). The attorney’s fees will be in an amount of up to 33% of the Settlement Fund and the expenses will not exceed \$100,000. The Fee and Expense Application will be posted on the Settlement Website after it is filed with the Court.

**How much are the service awards?** The named Plaintiffs, Charles Viviani and David Thorpe (also called the Class Representatives), will seek service awards in the amount of \$2,500 each for their efforts in leading this case.

**Where can I get a copy of the Settlement Agreement, learn more about the case, or learn more about submitting a claim? [www.TBD.com](http://www.TBD.com)**

\*\*\* Please note that if you wish to submit a claim for compensation for out-of-pocket losses, you will likely need to submit your claim online so you may attach all information necessary to support your request for payment. A longer version of the Claim Form is on the Settlement Website.

**This Notice is a summary of the proposed Settlement.**

# **EXHIBIT J**

**NOTICE OF CLASS ACTION SETTLEMENT  
REGARDING THE WATSON CLINIC DATA INCIDENT AND  
POTENTIAL DIGITAL IMAGE CASH PAYMENT OF \$7,500.00 OR MORE**

Watson Clinic Data Incident  
c/o Claims Administrator  
P.O. Box XXXX  
City, State Zip

Dear [INSERT],

This notice is about the lawsuit against Watson Clinic LLP called *Viviani v. Watson Clinic LLP*, Case No. 8:24-cv-2157-SDM-LSG. The lawsuit arises from the data incident discovered by Watson Clinic in February 2024 (the “Data Incident”).

You are receiving this notice because you have been identified as a member of the Settlement Class who had one or more digital images published on the dark web as a result of the Data Incident.

***WHAT ARE THE SETTLEMENT BENEFITS AND TERMS?***

Under the Settlement, Watson Clinic will pay \$10,000,000 into a Settlement Fund—which will be distributed to Class Members who submit Approved Claims or are issued a Digital Image Cash Payment (after deducting Cost of Claims Administration, service awards, and attorney’s fees and litigation expenses). All Class Members may submit Claims to get cash payments. ***First***, for certain Class Members, a Digital Image Cash Payment will be issued regardless of whether those Class Members make a claim. ***Second***, Class Members who suffered unreimbursed ordinary out-of-pocket losses in responding to receiving notice of the Incident may claim up to \$500 if they provide documentation of their losses. An example of an “ordinary out-of-pocket loss” is paying for credit monitoring. ***Third***, Class Members who suffered unreimbursed extraordinary losses



and/or lost time may claim up to \$6,500 if they provide documentation of their losses. An example of “extraordinary losses” is identity theft. ***Fourth***, Class Members may claim a Residual Cash Payment of up to \$50 (the value will be calculated after deducting payments for Approved Claims, Costs for Claims Administration, service awards, and attorneys’ fees and litigation expenses). More information about the types of claims and how to file them is available at [www.TBD.com](http://www.TBD.com) (“Settlement Website”). Any amounts remaining in the Settlement Fund after Approved Claims are paid will be sent to a charitable organization proposed by the parties and approved by the Court as a *cy pres* award.

#### ***WHAT IS THE DIGITAL IMAGE CASH PAYMENT?***

If the Court finally approves the proposed settlement, you will receive \$7,500.00 or more as compensation for the publication of one or more digital images on the dark web as a result of the Data Incident. At least one of these images contains (i) part of your face (below the eyes) and (ii) a sensitive portion of your body covered by undergarments.

#### ***WHAT ARE YOUR RIGHTS AND OPTIONS?***

**Submit a Claim Form.** To qualify for a cash payment other than a Digital Image Cash Payment, you must timely mail a Claim Form. You can submit the claim form that is attached to this notice. Or you can submit a Claim Form online at [www.TBD.com](http://www.TBD.com). Your Claim Form must be postmarked or submitted online no later than \_\_\_\_\_, 2025.

**Opt Out.** You may opt-out from the Settlement and keep your ability to sue Watson Clinic separately by mailing a written request for exclusion to the Claims Administrator that is

postmarked no later than \_\_\_\_\_, 2025. If you do not opt-out, then you will be bound by the Settlement and give up your right to sue Watson Clinic separately for the Incident.

**Object.** If you do not exclude yourself, you have the right to object to the Settlement. Written objections must be signed, postmarked no later than \_\_\_\_\_, 2025, and provide the reasons for the objection. Please visit [www.TBD.com](http://www.TBD.com) for more details.

**Do Nothing.** If you do nothing, you will not receive money other than a Digital Image Cash Payment but you will lose the right to sue Watson Clinic separately for Data Incident—and you will be bound by the Court’s decision in this case.

**Attend the Final Fairness Hearing.** The Court will hold a Final Fairness Hearing at \_\_\_\_\_ m. on \_\_\_\_\_, 2025 to determine if the Settlement is fair, reasonable, and adequate. All persons who timely object to the Settlement may appear at the Final Fairness Hearing.

**Do I have an attorney?** Yes, the Court appointed Patrick A. Barthle II of Morgan & Morgan and Gary M. Klinger of Milberg as Class Counsel to represent the entire Settlement Class.

**Do I have to pay for the attorneys?** No. The attorneys’ fees and expenses will be paid exclusively from the Settlement Fund (subject to approval by the Court). The attorney’s fees will be in an amount of up to 33% of the Settlement Fund and the expenses will not exceed \$100,000. The Fee and Expense Application will be posted on the Settlement Website after it is filed with the Court.

**How much are the service awards?** The named Plaintiffs, Charles Viviani and David Thorpe (also called the Class Representatives), will seek service awards in the amount of \$2,500 each for their efforts in leading this case.

**Where can I get a copy of the Settlement Agreement, learn more about the case, or learn more about submitting a claim? [www.TBD.com](http://www.TBD.com)**

\*\*\* Please note that if you wish to submit a claim for compensation for out-of-pocket losses, you will likely need to submit your claim online so you may attach all information necessary to support your request for payment. A longer version of the Claim Form is on the Settlement Website.

**This Notice is a summary of the proposed Settlement.**

# **EXHIBIT K**

**NOTICE OF CLASS ACTION SETTLEMENT  
REGARDING THE WATSON CLINIC DATA INCIDENT AND  
POTENTIAL DIGITAL IMAGE CASH PAYMENT OF \$5,000.00 OR MORE**

Watson Clinic Data Incident  
c/o Claims Administrator  
P.O. Box XXXX  
City, State Zip

Dear [INSERT],

This notice is about the lawsuit against Watson Clinic LLP called *Viviani v. Watson Clinic LLP*, Case No. 8:24-cv-2157-SDM-LSG. The lawsuit arises from the data incident discovered by Watson Clinic in February 2024 (the “Data Incident”).

You are receiving this notice because you have been identified as a member of the Settlement Class who had one or more digital images published on the dark web as a result of the Data Incident.

***WHAT ARE THE SETTLEMENT BENEFITS AND TERMS?***

Under the Settlement, Watson Clinic will pay \$10,000,000 into a Settlement Fund—which will be distributed to Class Members who submit Approved Claims or are issued a Digital Image Cash Payment (after deducting Cost of Claims Administration, service awards, and attorney’s fees and litigation expenses). All Class Members may submit Claims to get cash payments. ***First***, for certain Class Members, a Digital Image Cash Payment will be issued regardless of whether those Class Members make a claim. ***Second***, Class Members who suffered unreimbursed ordinary out-of-pocket losses in responding to receiving notice of the Incident may claim up to \$500 if they provide documentation of their losses. An example of an “ordinary out-of-pocket loss” is paying for credit monitoring. ***Third***, Class Members who suffered unreimbursed extraordinary losses

and/or lost time may claim up to \$6,500 if they provide documentation of their losses. An example of “extraordinary losses” is identity theft. ***Fourth***, Class Members may claim a Residual Cash Payment of up to \$50 (the value will be calculated after deducting payments for Approved Claims, Costs for Claims Administration, service awards, and attorneys’ fees and litigation expenses). More information about the types of claims and how to file them is available at [www.TBD.com](http://www.TBD.com) (“Settlement Website”). Any amounts remaining in the Settlement Fund after Approved Claims are paid will be sent to a charitable organization proposed by the parties and approved by the Court as a *cy pres* award.

#### ***WHAT IS THE DIGITAL IMAGE CASH PAYMENT?***

If the Court finally approves the proposed settlement, you will receive \$5,000.00 or more as compensation for the publication of one or more digital images on the dark web as a result of the Data Incident. At least one of these images contains (i) none of your face and (ii) a sensitive portion of your body covered by undergarments.

#### ***WHAT ARE YOUR RIGHTS AND OPTIONS?***

**Submit a Claim Form.** To qualify for a cash payment other than a Digital Image Cash Payment, you must timely mail a Claim Form. You can submit the claim form that is attached to this notice. Or you can submit a Claim Form online at [www.TBD.com](http://www.TBD.com). Your Claim Form must be postmarked or submitted online no later than \_\_\_\_\_, 2025.

**Opt Out.** You may opt-out from the Settlement and keep your ability to sue Watson Clinic separately by mailing a written request for exclusion to the Claims Administrator that is

postmarked no later than \_\_\_\_\_, 2025. If you do not opt-out, then you will be bound by the Settlement and give up your right to sue Watson Clinic separately for the Incident.

**Object.** If you do not exclude yourself, you have the right to object to the Settlement. Written objections must be signed, postmarked no later than \_\_\_\_\_, 2025, and provide the reasons for the objection. Please visit [www.TBD.com](http://www.TBD.com) for more details.

**Do Nothing.** If you do nothing, you will not receive money other than a Digital Image Cash Payment but you will lose the right to sue Watson Clinic separately for Data Incident—and you will be bound by the Court’s decision in this case.

**Attend the Final Fairness Hearing.** The Court will hold a Final Fairness Hearing at \_\_\_\_\_ m. on \_\_\_\_\_, 2025 to determine if the Settlement is fair, reasonable, and adequate. All persons who timely object to the Settlement may appear at the Final Fairness Hearing.

**Do I have an attorney?** Yes, the Court appointed Patrick A. Barthle II of Morgan & Morgan and Gary M. Klinger of Milberg as Class Counsel to represent the entire Settlement Class.

**Do I have to pay for the attorneys?** No. The attorneys’ fees and expenses will be paid exclusively from the Settlement Fund (subject to approval by the Court). The attorney’s fees will be in an amount of up to 33% of the Settlement Fund and the expenses will not exceed \$100,000. The Fee and Expense Application will be posted on the Settlement Website after it is filed with the Court.

**How much are the service awards?** The named Plaintiffs, Charles Viviani and David Thorpe (also called the Class Representatives), will seek service awards in the amount of \$2,500 each for their efforts in leading this case.

**Where can I get a copy of the Settlement Agreement, learn more about the case, or learn more about submitting a claim? [www.TBD.com](http://www.TBD.com)**

\*\*\* Please note that if you wish to submit a claim for compensation for out-of-pocket losses, you will likely need to submit your claim online so you may attach all information necessary to support your request for payment. A longer version of the Claim Form is on the Settlement Website.

**This Notice is a summary of the proposed Settlement.**



# **EXHIBIT L**

**NOTICE OF CLASS ACTION SETTLEMENT  
REGARDING THE WATSON CLINIC DATA INCIDENT AND  
POTENTIAL DIGITAL IMAGE CASH PAYMENT OF \$100.00 OR MORE**

Watson Clinic Data Incident  
c/o Claims Administrator  
P.O. Box XXXX  
City, State Zip

Dear [INSERT],

This notice is about the lawsuit against Watson Clinic LLP called *Viviani v. Watson Clinic LLP*, Case No. 8:24-cv-2157-SDM-LSG. The lawsuit arises from the data incident discovered by Watson Clinic in February 2024 (the “Data Incident”).

You are receiving this notice because you have been identified as a member of the Settlement Class who had one or more digital images published on the dark web as a result of the Data Incident.

***WHAT ARE THE SETTLEMENT BENEFITS AND TERMS?***

Under the Settlement, Watson Clinic will pay \$10,000,000 into a Settlement Fund—which will be distributed to Class Members who submit Approved Claims or are issued a Digital Image Cash Payment (after deducting Cost of Claims Administration, service awards, and attorney’s fees and litigation expenses). All Class Members may submit Claims to get cash payments. ***First***, for certain Class Members, a Digital Image Cash Payment will be issued regardless of whether those Class Members make a claim. ***Second***, Class Members who suffered unreimbursed ordinary out-of-pocket losses in responding to receiving notice of the Incident may claim up to \$500 if they provide documentation of their losses. An example of an “ordinary out-of-pocket loss” is paying for credit monitoring. ***Third***, Class Members who suffered unreimbursed extraordinary losses

and/or lost time may claim up to \$6,500 if they provide documentation of their losses. An example of “extraordinary losses” is identity theft. ***Fourth***, Class Members may claim a Residual Cash Payment of up to \$50 (the value will be calculated after deducting payments for Approved Claims, Costs for Claims Administration, service awards, and attorneys’ fees and litigation expenses). More information about the types of claims and how to file them is available at [www.TBD.com](http://www.TBD.com) (“Settlement Website”). Any amounts remaining in the Settlement Fund after Approved Claims are paid will be sent to a charitable organization proposed by the parties and approved by the Court as a *cy pres* award.

***WHAT IS THE DIGITAL IMAGE CASH PAYMENT?***

If the Court finally approves the proposed settlement, you will receive \$100.00 or more as compensation for the publication of one or more digital images on the dark web as a result of the Data Incident. None of these images contains an exposed sensitive area or is sensitive.

***WHAT ARE YOUR RIGHTS AND OPTIONS?***

**Submit a Claim Form.** To qualify for a cash payment other than a Digital Image Cash Payment, you must timely mail a Claim Form. You can submit the claim form that is attached to this notice. Or you can submit a Claim Form online at [www.TBD.com](http://www.TBD.com). Your Claim Form must be postmarked or submitted online no later than \_\_\_\_\_, 2025.

**Opt Out.** You may opt-out from the Settlement and keep your ability to sue Watson Clinic separately by mailing a written request for exclusion to the Claims Administrator that is

postmarked no later than \_\_\_\_\_, 2025. If you do not opt-out, then you will be bound by the Settlement and give up your right to sue Watson Clinic separately for the Incident.

**Object.** If you do not exclude yourself, you have the right to object to the Settlement. Written objections must be signed, postmarked no later than \_\_\_\_\_, 2025, and provide the reasons for the objection. Please visit [www.TBD.com](http://www.TBD.com) for more details.

**Do Nothing.** If you do nothing, you will not receive money other than a Digital Image Cash Payment but you will lose the right to sue Watson Clinic separately for Data Incident—and you will be bound by the Court’s decision in this case.

**Attend the Final Fairness Hearing.** The Court will hold a Final Fairness Hearing at \_\_\_\_\_ m. on \_\_\_\_\_, 2025 to determine if the Settlement is fair, reasonable, and adequate. All persons who timely object to the Settlement may appear at the Final Fairness Hearing.

**Do I have an attorney?** Yes, the Court appointed Patrick A. Barthle II of Morgan & Morgan and Gary M. Klinger of Milberg as Class Counsel to represent the entire Settlement Class.

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\*\*\* Please note that if you wish to submit a claim for compensation for out-of-pocket losses, you will likely need to submit your claim online so you may attach all information necessary to support your request for payment. A longer version of the Claim Form is on the Settlement Website.

**This Notice is a summary of the proposed Settlement.**

**UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION**

CHARLES VIVIANI and DAVID  
THORPE, individually and on behalf  
of all others similarly situated,

Plaintiffs,

vs.

WATSON CLINIC, LLP,

Defendant.

**Case No. 8:24-cv-02157-SDM-LSG**

**JOINT DECLARATION OF COUNSEL IN SUPPORT OF  
PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL  
OF CLASS ACTION SETTLEMENT AND MEMORANDUM OF LAW**

1. We are counsel for Plaintiffs in the above-captioned case. This Declaration supports Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement.

2. We have personal knowledge of the facts in this declaration and could testify to them if called on to do so.

**BACKGROUND AND PROCEDURAL POSTURE**

3. This Action concerns a Data Incident related to Defendant Watson Clinic, LLP ("LLP").

4. On or around February 6, 2024, Defendant discovered that an unauthorized third party gained access to a limited portion of its network starting on January 26, 2024 (the "Data Incident").

5. Watson's investigation of the Data Incident determined that the threat actor accessed data pertaining to Watson's current and former patients, including 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, or medical record numbers.

6. Informal discovery revealed that Watson had these pre- and post-operative medically necessary photographic images because they were required by law to collect and maintain them.

7. As a result of the Data Incident, the PII and PHI of 280,278 individuals—including Plaintiffs and Settlement Class Members—was potentially impacted.

8. After Watson provided initial notice of the Data Incident in or around August 2024, Plaintiff Charles Viviani filed this putative Class Action Complaint in the United States District Court for the Middle District of Florida, bringing claims for negligence, breach of implied contract, breach of fiduciary duty, and violation of the Florida Deceptive and Unfair Trade Practices Act.

9. Plaintiff David Thorpe filed a second class action case (*David Thorpe v. Watson Clinic, LLP*, Case No. 8:24-cv-02359-SDM-AAS) and the cases were consolidated.

10. After subsequent investigation, Watson provided additional notice of the incident in February 2025.

11. Prior to filing their respective cases, Class Counsel conducted pre-suit discovery to ascertain all publicly available details about the cause, scope, and result of the Data Security Incident, as well as about damages suffered by Plaintiffs and Class Members.

12. Additionally, Class Counsel spent time interviewing Plaintiffs to determine what Private Information Plaintiffs provided to Defendant, what promises Defendant made about data security in order to determine the specific harm suffered by Plaintiffs and Class Members.

13. On January 15, 2025, the Court granted and denied in part Plaintiffs' Joint Unopposed Motion to Appoint Interim Class Counsel, thereby appointing Patrick A. Barthle of Morgan & Morgan Complex Litigation Group and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC as Interim Class Counsel. Doc. 21.

### **MEDIATION AND SETTLEMENT**

14. Cognizant that continued litigation is lengthy and expensive and that data breach litigation is often difficult and complex, the Parties discussed the prospect of mediation.

15. Before engaging in protracted and costly discovery, the Parties agreed



to participate in mediation and informally exchanged discovery on topics related to the Litigation.

16. In anticipation of the mediation, Plaintiffs propounded informal discovery requests on Defendant to which Defendant responded by providing information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of individuals that received notice of the Data Incident, and the specific type of information potentially impacted in the Data Incident.

17. Plaintiffs and Class Counsel reviewed key documents and information, which, in consultation with their data security experts, allowed them to confidently evaluate the strengths and weaknesses of Plaintiffs' claims and prospects for success at class certification, summary judgment, and trial.

18. Moreover, Class Counsel thoroughly investigated and analyzed Plaintiffs' claims and consulted with data security experts, enabling them to gain an understanding of the evidence related to central questions in the Action and preparing them for well-informed settlement negotiations.

19. The Parties also exchanged detailed mediation statements outlining their respective positions related to liability, damages, and settlement.

20. On March 19, 2025, the parties participated in a full-day mediation facilitated by an experienced and highly sought after mediator in the data breach

space, Bennett Picker, Esq. This Settlement was thus reached with the assistance of a well-respected and experienced mediator.

21. After a full day of negotiations, the parties failed to reach an agreement; however, the parties continued discussions and eventually reached an agreement in principle,

22. On April 29, 2025, the Parties filed a Notice of Settlement as a part of their Third Joint Status Report Regarding Mediation. ECF No. 27. In subsequent weeks, the Parties continued to negotiate certain terms of the Agreement, including the terms of the Releases, the Claims Administrator and its respective duties, the Notice Program and Notices, the Claim process and Claim Forms, and proposed schedule of post-settlement events. During this time, the Parties worked diligently to finalize the terms of the Agreement and ancillary documents. The Agreement was executed on July 18, 2025.

23. The Settlement Agreement contains all of the Parties' Agreements, with the exception of a Separate Opt-Out Agreement that Plaintiffs will seek to submit to the Court under seal, because of the highly sensitive personal information to which this separate Opt-Out Agreement relates.

24. The Parties did not discuss attorneys' fees and costs until after they reached agreement on all material Settlement terms.

**The Settlement is Fair and Reasonable**

25. The Settlement was reached in the absence of collusion and is the result of good faith, informed, and arm's-length negotiations between experienced attorneys who are familiar with class action litigation and with the legal and factual issues at stake.

26. Although Plaintiffs believe the claims asserted in the Action are meritorious and the Settlement Class would ultimately prevail at trial, continued litigation against Defendant poses significant risks that make any recovery for the Settlement Class uncertain.

27. The Settlement's fairness is underscored by consideration of the obstacles that the Settlement Class would face in ultimately succeeding on the merits, as well as the expense and likely duration of the litigation.

28. Despite the risks involved with further litigation, the Settlement provides outstanding benefits, including Cash Payments and Identity Monitoring for all Settlement Class Members.

29. Also, the Claim Form submission process and distribution of Settlement Class Member Benefits is fair, convenient, and effective.

30. Settlement Class Members will promptly receive Cash Payments by electronic means or paper check issued by the Claims Administrator.

31. The Claims Administrator (Kroll Settlement Administration LLC) is

highly qualified to manage the entire process, and has significant experience with data breach settlements

32. Although the Parties entered into a Settlement relatively early in litigation, the settlement negotiations were hard-fought, and the Parties expended significant time and energy on this Action.

33. This case has been thoroughly investigated by counsel experienced in data breach litigation.

34. Moreover, Class Counsel's informal exchange of discovery and mediation with an experienced mediator has ensured a fair, reasonable, and adequate Settlement.

35. It is the opinion of Class Counsel, based on the experience detailed below, that the Settlement is a fair and reasonable resolution of Plaintiffs' and Class Members' claims.

**Class Counsel and Plaintiffs are Competent to Serve as Class Representatives**

36. Class Counsel are leaders in the class action field and have extensive experience prosecuting and resolving complex class actions. Attorney biographies and firm resumes were submitted to this Court in connection with the previously filed Unopposed Motion to Appoint Interim Class Counsel (Doc. 20-1 and 20-2). The Court previously recognized the adequacy of Class Counsel to represent the Class by appointing us as Interim Class Counsel. Doc. 21.

37. Class Counsel are experienced in complex class action litigation, including similar data breach actions, and they devoted substantial time and resources to vigorous litigation.

38. Class Counsel have devoted substantial time and resources to prosecuting this Action and will continue to do so.

39. Before commencing litigation, Class Counsel investigated the potential claims against Defendant, interviewed potential plaintiffs, and gathered information regarding the Data Incident.

40. Moreover, Plaintiffs seek appointment as Class Representatives. Plaintiffs have cooperated with Class Counsel and assisted in the preparation of the complaints, reviewing filings, providing documentation and information to counsel and in settlement of the Action. Plaintiffs are committed to continuing to assist Class Counsel through Final Approval.

41. Plaintiffs' respective interests are coextensive and do not conflict with the interests of the Settlement Class.

42. Plaintiffs have the same interest in the Settlement relief, and the absent Settlement Class members have no diverging interests.

\* \* \* \* \*

We declare under penalty of perjury that the foregoing is true of our own personal knowledge.

Executed July 18, 2025.

/s/ Patrick A. Barthle II

Patrick A. Barthle II  
**MORGAN & MORGAN**  
**COMPLEX LITIGATION GROUP**  
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/s/Gary M. Klinger

Gary M. Klinger (*pro hac vice*)  
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***Interim Co-Lead Class Counsel and  
Proposed Class Counsel***