

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL  
CIRCUIT IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

JEREMY REARDON, LINDA POTTER,  
AND FRANKIE SOLOMON, individually  
and on behalf of all similarly situated persons,

Plaintiff,

v.

SUNCOAST SKIN SOLUTIONS, INC.,

Defendant.

**Civil Action No. 23-CA-000317**

**PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT**

Plaintiffs Jeremy Reardon, Linda Potter, and Frankie Solomon respectfully move for final approval of the Settlement and for certification of the Settlement Class.

**I. INTRODUCTION**

This Action was initiated following Defendant Suncoast Skin Solutions, Inc.'s announcement of a cyberattack involving a data security incident (the "Data Security Incident") that included the personal information and protected health information (the "Personal Information") of approximately 77,000 individuals. Plaintiffs allege, *inter alia*, that Suncoast was negligent, breached its contracts with its customers, was unjustly enriched, breached customers' confidence, and violated state consumer protection laws when it failed to protect Plaintiffs' Personal Information from being compromised in the Data Security Incident at issue. As a result of swift litigation and mediation, the Parties reached a hard-fought and arms-length resolution.

The Settlement is fair, reasonable, and adequate, and is in the best interests of the Settlement Class Members ("Class Members"). The Settlement squarely addresses the issues raised in the Action and affords Class Members significant monetary and nonmonetary relief,

including tiered monetary relief to compensate Settlement Class Members for inconveniences and losses, and injunctive relief designed to better protect Suncoast against similar data breaches that may again compromise its patients' Personal Information. The Settlement compares favorably with settlements in similar litigation and was reached only after intensive, arms-length negotiations before a neutral and experienced mediator and subsequent, multiple negotiation sessions following that mediation. If approved, the Settlement will resolve all claims arising out of the Data Security Incident and will provide Settlement Class Members with the precise relief this Litigation was filed to obtain. In light of the current pandemic that has upended the lives and finances of millions, immediate relief is now more valuable than ever.

Accordingly, pursuant to Florida Rule of Civil Procedure 1.220 and the Settlement Agreement,<sup>1</sup> Plaintiffs respectfully request that the Court enter an order: (1) approving the Settlement as fair, reasonable, and adequate; (2) finally certifying the proposed Settlement Class; (3) appointing Plaintiffs as Class Representatives for the Settlement Class; (4) appointing Francesca K. Burne of Morgan & Morgan Complex Litigation Group and Raina C. Borrelli of Strauss Borrelli PLLC, as Settlement Class Counsel; (5) finding that the Notice Program as implemented satisfies Rule 1.220 and Due Process; (6) granting Class Counsel's motion for attorneys' fees and costs; and (7) granting any further relief as the Court deems just and proper.<sup>2</sup>

## **II. BACKGROUND**

### **A. Information About the Settlement**

To explore and potentially negotiate a class-wide settlement before a neutral, the Parties agreed to and did retain Judge Wayne Andersen (Ret.) of JAMS, a highly experienced mediator,

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<sup>1</sup> Unless otherwise stated, the Exhibits are to the Settlement Agreement.

<sup>2</sup> Following the claims and objections deadlines, Class Counsel will confer with counsel for Suncoast and draft a proposed order on Final Approval for the Court's review.

to assist the Parties in settlement negotiations. Declaration of Francesca K. Burne, filed concurrently herewith (“Burne Decl.”), ¶ 44, attached hereto as **Exhibit 1**. Prior to the mediation, the Parties briefed their respective positions on the facts, claims, defenses, and assessments of the risk of litigation. *Id.* ¶¶ 11–12.

On August 30, 2023, the Parties, through their respective counsel, engaged in a full-day mediation session before Judge Andersen. The negotiations were hard-fought throughout and the settlement process was conducted at arm’s length. *Id.* ¶ 12. The case did not settle on August 30, 2023. *Id.* It was only after additional weeks of arm’s length negotiations facilitated by Judge Andersen that the Parties reached agreement on the Settlement terms. *Id.*

Based on Plaintiffs’ counsel’s independent investigation of the relevant facts and applicable law, experience with other data breach cases, the information provided by Defendant, and the strengths and weaknesses of the Parties’ respective positions (including the defenses articulated in Defendant’s Motion to Dismiss and Reply to Plaintiffs’ Opposition thereto), Plaintiffs’ counsel determined that the Settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class. *Id.*, ¶ 22.

## **B. The Terms of the Settlement Agreement**

Pursuant to the Settlement Agreement, Plaintiffs request that the Court finally certify the following Settlement Class:

All persons whose Personal Information was compromised as a result of the Data Incident.<sup>4</sup>

SA ¶ 2.47.<sup>3</sup>

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<sup>3</sup> Excluded from the Settlement Class are Defendant and any of its officers and directors; all Settlement Class Members who timely and validly request exclusion from the Settlement Class; the Judge and Magistrate Judge to whom the action is assigned and any member of those Judges’ staffs or immediate family members; and any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity or occurrence of the Data Breach Incident or who pleads *nolo contendere* to any such charge. SA, ¶ 2.47.

## **C. The Settlement Benefits**

Settlement Class Members may file a claim to receive each of the following benefits: (1) Out-of-Pocket Loss Payment; (2) Lost Time Payment; and (3) Credit Monitoring Services. SA ¶ 4.1. To be considered valid, all Claim Forms and related documentation must be postmarked (or submitted electronically in accordance with the requirements for electronic submission of a Claim Form) on or before the Claims Deadline, which the Parties propose shall be the 90th day after the commencement of the Notice Program. SA ¶ 4.2.2.

### **1. Cash Payments for Reimbursement of Out-of-Pocket Expenses**

All Settlement Class Members who submit a valid and timely Claim Form and supporting documentation are eligible to receive up to \$10,000.00 per Settlement Class Member for reimbursement for documented unreimbursed economic losses resulting from and which are “fairly traceable” to the Data Incident.<sup>4</sup> SA ¶ 4.2. Out-of-Pocket Losses will be deemed “fairly traceable” if (1) the timing of the loss occurred on or after July 14, 2021, and before the Claims Deadline; and (2) the Personal Information used to commit identity theft or fraud consisted of the same type of Personal Information that was provided to Defendant prior to the Incident. SA ¶ 4.2. To receive payment for out-of-pocket losses, the Settlement Class Member must complete the appropriate section of the Claim Form and provide documentation supporting a claim for out-of-pocket expenses. SA ¶ 4.2.2.

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<sup>4</sup> Out-of-Pocket Losses may include, without limitation, the following: (1) unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Class Member’s personal information; (2) costs associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (3) expenses involving notary, fax, postage, copying, mileage, and long-distance telephone charges; (4) costs associated with credit monitoring or identity theft insurance or other mitigative costs if incurred as a result of the Incident; and (5) unpaid time off work to address issues fairly traceable to the Incident at the actual hourly rate of that class member. SA ¶ 4.2.1.

## **2. Cash Payment for Lost Time**

All Settlement Class Members may submit a Claim Form for compensation of up to four hours of lost time, compensable at a rate of \$25.00 per hour, for a maximum of \$100.00, for time spent in attempting to mitigate and prevent fraud or to remedy actual fraud or identity theft as a result of the Data Incident. SA ¶ 4.3. Claims for lost time may include, for example, time spent dealing with replacement card issues, reversing fraudulent charges, or monitoring accounts. SA ¶ 4.3.1. Settlement Class Members need not submit supporting documentation to be eligible to receive this cash payment; rather, Settlement Class Members must simply attest that the claimed lost time is accurate and not otherwise reimbursable through insurance. SA ¶ 4.3.1.

This Settlement Benefit may be selected in addition to submitting a Claim for Credit Monitoring Services and other Out-of-Pocket Losses. SA ¶ 4.3.1.

## **3. Credit Monitoring Services**

In addition to submitting a Claim for Out-of-Pocket Losses and Lost Time, all Class Members may also submit a Claim to enroll in two years of Medical Shield Complete medical and credit monitoring services. SA ¶ 4.4. If Settlement Class Members affirmatively request Credit Monitoring Services by electing this benefit on the Claim Form, codes will be sent to Settlement Class Members to allow them to enroll in the services. SA ¶ 4.4.1. Because Class Counsel anticipate that there will be additional funds left over after all monetary benefits are processed and paid, there are sufficient funds to cover additional protections, and this product will be offered for five (5) years (*i.e.*, an additional three (3) years).

## **4. Remedial Measures**

An additional benefit of the Settlement in the remedial measures that Suncoast agrees to adopt, continue, or maintain as a result of this Litigation (SA ¶ 4.5), which will benefit all

Settlement Class Members regardless of whether or not they submit a Claim, as well as consumers in general who may treat with Suncoast in the future. These remedial measures include, but are not limited to: 1) increasing password complexity for all user accounts; 2) implementing multi-factor authentication for all Microsoft 365 Cloud applications; 3) incorporating security awareness training for employees from Knowbe4; 4) increasing the security of login procedures; 5) increasing protections against the installation of unauthorized applications and software. SA ¶ 4.5.

### **5. Attorneys' Fees, Costs, and Expenses and Service Awards**

Class Counsel has requested, and Suncoast has agreed to pay, subject to Court approval, the amount of \$275,000.00 for attorneys' fees, as well as costs and expenses totaling \$15,613.01. S.A. ¶ 12.1. Class Counsel also requested, and Suncoast agreed to pay, subject to Court approval, the amount of \$2,500.00 for each of the three Class Representatives' service awards. S.A. ¶ 11.1. Notably, the parties did not negotiate this agreement or any other issue with respect to attorneys' fees, costs, and expenses until after they had reached an agreement on Class relief. Burne Decl. ¶ 20.

### **6. Release of Claims**

Under the Settlement, each Settlement Class Member will release:

any and all Released Claims against each and every one of the Released Parties and shall forever be barred and enjoined, without the necessity of any of the Released Parties posting a bond, from commencing, instituting, prosecuting or maintaining any of the Released Claims. Upon the Effective Date, and without any further action, Representative Plaintiffs further agree not to knowingly and voluntarily assist in any way any third-party in commencing of prosecuting any suit against the Released Parties relating to any Released Claim.

S.A. ¶¶ 10.3.

### **D. CLASS NOTICE AND CLAIMS**

On April 15, 2024, the Court appointed Eisner Amper (the "Settlement Administrator") to serve as the settlement administrator and effectuate notice of the settlement to the class. Order

Granting Mot. for Prelim. App. Of Class Action Settlement (hereinafter “Prelim. App. Order”) at 4. On or about May 15, 2024, the Settlement Administrator substantially completed the Direct Notice portion of the Notice Program. Declaration of Settlement Administrator Brandon Schwartz (hereinafter “Admin. Decl.”) at ¶¶ 5–8, attached hereto as **Exhibit 2**. The Notice Program consisted of a Direct Notice, a Publication Notice, and a dedicated Settlement Website established and maintained by the Settlement Administrator that provides important dates and deadlines pertaining to the Settlement and have made and continue to make available important documents available for review and download. Admin Decl. ¶ 12. The Settlement Website provided Class Members with the ability to submit an online request to opt out of the Settlement. SA ¶ 8.2.<sup>5</sup>

The Settlement Administrator also activated the case-specific website dedicated to this Settlement: <https://www.suncoastsettlement.com> (the “Settlement Website”), where Settlement Class Members could file a claim directly. Admin. Decl. at ¶ 12. The Settlement Website was designed to be user-friendly and makes it easy for Settlement Class Members to find information about the Settlement. Settlement Class Members can view general information about this class action Settlement, review relevant Court documents, including the Long Form Notice, Claim Form, Settlement Agreement and Preliminary Approval Order, as well as view important dates and deadlines pertinent to the Settlement. *Id.* As of August 28, 2024, the Settlement Website has received 28,485 unique users totaling 159,225 pageviews. *Id.* ¶ 13.

The deadline for Class Members to submit claim forms was August 19, 2024. *Id.* ¶ 17. As of August 28, 2024, the Settlement Administrator has received a total of 918 claims, has received two (2) requests to be excluded from the Settlement, and no class members have objected to the

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<sup>5</sup> Notices inform Class Members that any Class Member may submit a Request for Exclusion from the Settlement at any time on or before the Opt-Out Date. To be valid, the Request for Exclusion must be (i) submitted electronically on the Settlement Website, or (ii) postmarked or by the Claims Administrator on or before the Opt-Out Date. SA ¶ 8.2.

Settlement. *Id.* ¶¶ 17–19. Of the 918 claims, 539 have been determined to be non-duplicative with Net Claims Received amount to \$42,657.54 in monetary benefits claimed and 410 claims for the medical monitoring product. *Id.* ¶ 17. Crucially, the Approved Claims should not be reduced, and are anticipated to be increased on a *pro rata* basis. This also allows Settlement Class Members to receive five, rather than two, years of the medical monitoring product. The Settlement Administrator will continue with these efforts and Class Counsel will update the Court prior to the Final Approval hearing. *Id.* ¶ 17.

### **III. ARGUMENT**

#### **A. Certification of the Settlement Class is Appropriate**

Prior to granting final approval of a proposed settlement, the Court should first determine the proposed Settlement Class is appropriate for certification. *See* Fla. R. Civ. P. 1.220(a). Class certification is proper if the proposed class, proposed class representative, and proposed class counsel satisfy the numerosity, commonality, typicality, and adequacy of representation requirements under Florida law. Fla. R. Civ. P. 1.220(a)(1)-(4). Additionally, where (as here) certification is sought under Rule 1.220(b)(3), the plaintiff must demonstrate that common questions of law or fact predominate and that a class action is superior to other methods of adjudicating the claims. Fla. R. Civ. P. 1.220(b)(3). This case meets all of the Rule 1.220(a) and 1.220(b)(3) prerequisites, and for the reasons set forth below, certification is appropriate.

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

###### **a. Numerosity.**

Numerosity requires “the members of the class are so numerous that separate joinder of each member is impracticable.” Fla. R. Civ. P. 1.220(a)(1). “No specific number and no precise count are needed to sustain the numerosity requirement.” *Sosa v. Safeway Premium Finance Co.*,



73 So. 3d 91, 114 (Fla. 2011). “Rather, class certification is proper if the class representative does not base the projected class size on mere speculation.” *Id.*

Here, the Settlement Class contains approximately 77,000 individuals. Thus, numerosity is easily satisfied.

**b. Commonality.**

The second prerequisite to certification is commonality, which means that “the claim or defense of the representative party raises questions of law or fact common to the questions of law or fact raised by the claim or defense of each member of the class.” Fla. R. Civ. P. 1.220(a)(2). “The threshold of the commonality requirement is not high” and “only requires that resolution of a class action affect all or a substantial number of the class members, and that the subject of the class action presents a question of *common or general interest.*” *Sosa*, 73 So. 3d at 107 (emphasis in original).

Here, the commonality requirement is readily satisfied. Settlement Class Members are joined by common questions of law and fact that arise from the same event—the Data Security Incident. The critical issues posed by this litigation are:

1. Whether the Personal Information of Settlement Class Members was obtained by a third party without authorization due to Suncoast’s computer systems;
2. Whether Defendant had a duty to protect the Personal Information of Settlement Class Members from disclosure; and
3. Whether Settlement Class Members were injured by Defendant’s failure to protect their Personal Information.

The central question behind every claim in this Litigation is whether Defendant adequately secured its patients’ Personal Information. The answer to that question depends on common evidence that does not vary from class member to class member, and can be fairly resolved on a class-wide basis—whether through litigation or settlement—for all Settlement Class Members at once. These common issues converge at the center of Defendant’s conduct in this

Litigation, satisfying the commonality requirement. *See, e.g., Hughley v. University of Central Florida Bd. of Trustees*, No. 2016-CA-001654-O, 2017 WL 9287318, at \*2 (Fla. 9th Cir. Ct. Dec. 1, 2017) (commonality satisfied where “all members of the class are current or former students and/or employees of UCF whose personal information was accessed without authorization at UCF in early 2016”); *In re Countrywide Fin. Corp. Cust. Data Sec. Breach Litig.*, No. 3:08-MD-01998, 2009 WL 5184352, at \*3 (W.D. Ky. Dec. 22, 2009) (commonality satisfied where all “class members had their private information stored in Countrywide’s databases at the time of the data breach.”).

**c. Typicality.**

The next prerequisite to certification, typicality, asks whether “the claim or defense of the representative party is typical of the claim or defense of each member of the class.” Fla. R. Civ. P. 1.220(a)(3). “The key inquiry for a trial court when it determines whether a proposed class satisfies the typicality requirement is whether the class representative possesses the same legal interest and has endured the same legal injury as the class members.” *Sosa*, 73 So. 3d at 114.

Here, typicality is satisfied for the same reasons as commonality. Specifically, Plaintiffs’ claims are typical of those of other Settlement Class Members because they arise from the Data Security Incident. They are also based on the same legal theory, *i.e.*, that Suncoast had legal duties to protect Plaintiffs’ and Settlement Class Members’ Personal Information. Because there is a “sufficient nexus” between Plaintiffs’ and Settlement Class Members’ claims, typicality is met. Although Plaintiffs’ and the Settlement Class Members’ damages recovery might differ depending on out-of-pocket expenses incurred as a result of the Data Breach, such differences are “mere[ly] factual difference[s] . . . which does not preclude a finding of typicality.” *Id.* at 115 (holding that the plaintiffs’ and putative class members’ difference in damage recovery did not preclude a

finding of typicality). Because there is a “strong similarity,” between the legal theories and injuries upon which Plaintiffs’ claims are based, and the legal theories and injuries upon the claims of Settlement Class Members, typicality is satisfied. *Id.* at 114-15 (internal citations omitted).

**d. Adequacy.**

Rule 1.220(a)(4) requires that “the representative party can fairly and adequately protect and represent the interests of each member of the class.” “This inquiry serves to uncover conflicts of interest between the presumptive class representative and the class he or she seeks to represent.” *Sosa*, 73 So. 3d at 115. “A trial court’s inquiry concerning whether the adequacy requirement is satisfied contains two prongs.” *Id.* “The first prong concerns the qualifications, experience, and ability of class counsel to conduct the litigation.” *Id.* “The second prong pertains to whether the class representative’s interests are antagonistic to the interests of the class members.” *Id.*

Here, both components are satisfied because Plaintiffs are represented by qualified and competent counsel, and because Plaintiffs’ interests in this Litigation are aligned with, and not antagonistic to, those of the Settlement Class. First, proposed Settlement Class Counsel are experienced in nationwide class action litigation; with respect to data breach class actions, the undersigned are well recognized practice leaders. Burne Decl., ¶¶ 36–41. Moreover, because Plaintiffs and their counsel have devoted considerable time and resources to this Litigation and have shown a deft understanding of the issues in this Litigation, the adequacy requirement is satisfied. *Id.* Second, Plaintiffs provided their Personal Information to Defendant and allege that their Personal Information was compromised as a result of the Data Breach Incident, just as the Personal Information of the Settlement Class Members was also allegedly compromised. Indeed, Plaintiffs’ claims are identical to the claims of Settlement Class Members, and Plaintiffs and the Settlement Class Members desire the same outcome in this Litigation. Plaintiffs have vigorously

prosecuted this case thus far for the benefit of all Settlement Class Members. *Id.* ¶¶ 4, 45. Plaintiffs have participated in the Litigation, reviewed pleadings, conferred with Counsel, and provided input in crafting and approving the Settlement. *Id.* Accordingly, the adequacy requirement is satisfied for purposes of approving the Settlement Agreement and conditionally certifying the Settlement Class.

## **2. The Predominance and Superiority Requirements of Are Met.**

In addition to meeting Rule 1.220(a), the proposed Settlement Class must also meet one of the three requirements of Rule 1.220(b). Here, Plaintiffs seek certification under Rule 1.220(b)(3), which requires that: (1) “questions of law or fact common to the claim or defense of the representative party and the claim or defense of each member of the class predominate over any question of law or fact affecting only individual members of the class” and (2) “class representation is superior to other available methods for the fair and efficient adjudication of the controversy.”

### **a. Predominance.**

“Florida courts have held that common questions of fact predominate when the defendant acts toward the class members in a similar or common way.” *Sosa*, 73 So. 3d at 111. “The predominance and commonality requirements parallel one another, but are not identical. The predominance requirement is more stringent because, to satisfy this requirement, common questions must not only exist but also predominate and pervade.” *Id.*

“The methodology employed by a trial court in determining whether class claims predominate over individual claims involves a proof-based inquiry.” *Id.* at 112. More specifically, a class representative establishes predominance if he or she demonstrates a reasonable methodology for generalized proof of class-wide impact.” *Id.* “A class representative accomplishes this if he or she, by proving his or her own individual case, necessarily proves the cases of the

other class members.” *Id.*

“Whether class claims predominate also requires the consideration of how the resolution of the class claims will affect each class member's underlying cause of action.” *Id.* “If, in examining the claims, a trial court finds that common issues of fact and law impact more substantially the efforts of every class member to prove liability than the individual issues that may arise, then class claims predominate.” *Id.* “However, it is not the burden of the class representative to illustrate that all questions of fact or law are common.” *Id.*

Common issues readily predominate here because the central liability question in this case—whether Suncoast failed to safeguard Plaintiffs’ Personal Information, like that of every other Settlement Class Member—can be established through generalized evidence. Several case-dispositive questions could be resolved identically for all members of the Settlement Class, such as whether Suncoast had duties to exercise reasonable care in safeguarding, securing, and protecting their Personal Information and whether Suncoast breached those duties. The many common questions that arise from Suncoast’s conduct predominate over individualized issues. Because the claims are being certified for settlement purposes, there are no manageability issues.

**b. Superiority.**

Finally, a class action is superior to other methods available to fairly, adequately, and efficiently resolve the claims of the proposed Settlement Class. “Three factors for courts to consider when deciding whether a class action is the superior method of adjudicating a controversy are (1) whether a class action would provide the class members with the only economically viable remedy; (2) whether there is a likelihood that the individual claims are large enough to justify the expense of separate litigation; and (3) whether a class action cause of action is manageable.” *Sosa*, 73 o. 3d at 116.

Here, resolution of numerous claims in one action is far superior to individual lawsuits, because it promotes consistency and efficiency of adjudication. Indeed, absent class treatment, each Settlement Class Member will be required to present the same or essentially the same legal and factual arguments, in separate and duplicative proceedings, the result of which would be a multiplicity of trials conducted at enormous expense to both the judiciary and the litigants. Moreover, there is no indication that Settlement Class Members have an interest or incentive to pursue their claims individually, given the amount of damages likely to be recovered, relative to the resources and expense required to prosecute such an action. Additionally, the Settlement will give the parties the benefit of finality.

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

The Court should approve a class action settlement if it is fair, reasonable, and adequate. *Grosso v. Fidelity Nat'l Title Ins. Co.*, 983 So. 2d 1165, 1173 (Fla. 3d DCA 2008); *Nelson v. Wakulla County*, 985 So. 2d 564, 570 (Fla. 1st DCA 2008). Factors relevant to the fairness, reasonableness, and adequacy of settlement include:

- (1) the likelihood of success at trial;
- (2) the range of possible recovery;
- (3) the point over or below the range of possible recovery at which a settlement is fair, adequate, and reasonable;
- (4) the complexity, expense, and duration of the litigation;
- (5) the substance and amount of opposition to the settlement; and
- (6) the stage of the proceedings at which the settlement was achieved.

*Nelson*, 985 So. 2d at 570.

**1. The Likelihood of Success at Trial**

The relief offered by the Settlement is adequate considering the risks of continued litigation. Although Plaintiffs are confident in the merits of their claims, the risks involved in prosecuting a class action through trial cannot be disregarded. Plaintiffs' claims would still need to succeed against any motions to dismiss, a motion for class certification, against any motions for summary judgment, and likely survive any appeal thereof.

Here, the central legal issues affecting the Settlement Class are as attacks on the substantive claims Plaintiffs have alleged. Nevertheless, and despite the strength of the Settlement, Plaintiffs are pragmatic in their awareness of the various defenses available to Suncoast, as well as the risks inherent to continued litigation. Suncoast has consistently denied the allegations and made clear that it would vigorously defend this case through trial as needed.

## **2. The Range of Possible Recovery**

“It has been held that a court should first determine the possible range of recovery by resolving various damage issues, then determine wherein this range of possible recovery does a fair, adequate and reasonable settlement lie.” *Andrews v. Ocean Reef Club, Inc.*, 1993 WL 563622, at \*7 (Fla. 16th Jud. Cir. Jan. 22, 1993). “The first step in calculating the possible range of recovery is determining the appropriate standard of damages.” *Id.*

“[F]or the purpose of determining the range of settlement, a court must utilize each side’s arguments.” *Id.* “For the lowest value, the court should accept the defendants’ arguments and for the highest value, the court should accept all of the plaintiffs’ arguments.” *Id.* “Once the range of recovery is determined, the court must next determine wherein this possible range of recovery a fair, adequate and reasonable settlement would lie, given the facts of the case.” *Id.*

Here, the range of possible recovery of damages is not set by statute or otherwise readily calculated. Moreover, the damages for each Settlement Class Member turn on the extent to which such Settlement Class Members have incurred ordinary expenses or extraordinary expenses. These

may run in the hundreds or thousands of dollars depending on whether Settlement Class Members spent time addressing the incident, paid for their own credit monitoring, or incurred out-of-pocket expenses like fraud.

As for equitable relief, the range of possible recovery would range from Suncoast implementing no changes to its security infrastructure to implementing verifiable contractual data security procedures intended to increase the protecting against future authorized access to Plaintiffs' and Settlement Class Members' Personal Information.

### **3. The Point Over or Below the Range of Possible Recovery at Which a Settlement is Fair, Adequate, and Reasonable**

The proposed settlement allows each Settlement Class Member to (1) recover up to \$10,000 for out-of-pocket expenses, (2) obtain a Cash Payment for Lost Time at a rate of \$25.00 per hour up to \$100.00, and (3) enroll in two years of medical and credit monitoring services. Class Counsel reasonably anticipates that these benefits will be increased on a *pro rata* basis, resulting in higher monetary recovery than these presumptive amounts, as well as five (rather than two) years of medical and credit monitoring services. These benefits are fair, reasonable, and adequate given the complexity and potential expense and duration of this litigation. *See, e.g., Lazarus v. City of Hallandale Beach*, 2013 WL 6331156, at \*2 (Fla. 17th Jud. Cir. Apr. 22, 2013) (finding potential cash payment of \$3.15 as to single defendant, notwithstanding claim for \$125.00 as to multiple defendants, fair in light of the complexity, expense, and duration of the litigation).

As for equitable relief, Suncoast has agreed to implement verifiable contractual data security procedures intended to increase protection against future unauthorized access to Plaintiffs' and Settlement Class Members' Personal Information. This further supports fairness, reasonableness, and adequacy of the proposed settlement.

### **4. The Complexity, Expense, and Duration of the Litigation**



Without this settlement, complex and expensive litigation would remain, including the factual and legal issues that would arise and be disputed in: (1) Suncoast's motion to dismiss and any additional hearings, (2) discovery on the merits, (3) summary judgment proceedings, (4) class certification, and (5) trial. See *Hughley v. Univ. of Cent. Fla. Bd. Of Trustees*, 2018 WL 2269494, at \*3 (Fla. Ninth Jud. Cir. Apr. 23, 2018) (finding these considerations satisfied this factor).

#### **5. The Substance and Amount of Opposition to the Settlement**

As of this filing there have been two (2) requests for exclusion from the settlement and no class members have objected to the settlement. This weighs heavily in favor of settlement approval. See, e.g., *Hughley*, 2018 WL 2269494 at \*3 (finding this factor satisfied where no objections lodged).

#### **6. The Stage of the Proceedings at Which the Settlement was Achieved**

Significant work was done on this case ahead of reaching the Settlement, including the filing of an amended complaint as well as full briefing on Defendant's motion to dismiss. Should litigation have continued rather than the Parties reaching the Settlement, it could take several years for this case to proceed through Suncoast's motion to dismiss, certification of the class, discovery related to the merits, and summary judgment proceedings. Either party could appeal any judgment. Affording relief to the Settlement Class Members now weighs in favor of settlement approval. See, e.g., *Hughley*, 2018 WL 2269494 at \*3 (finding these considerations satisfied this factor).

#### **E. The Attorneys' Fees and Costs, and Service Awards Should be Approved**

The \$275,000.00 requested in attorneys' fees and costs represents a modest multiplier of Class Counsel's lodestar (1.6 at the time of filing, and since then Class Counsel have devoted additional time to reviewing weekly updates from the Settlement Administrator and preparing this motion for Final Approval), inherently appropriate under the test approved by the Florida Supreme Court and set forth in *Florida Patient's Compensation Fund v. Rowe*, 472 So. 2d 1145, 1150 (Fla.

1985) and *Standard Guarantee Insurance Co. v. Quanstrom*, 555 So. 2d 828, 833-34 (Fla. 1985). As discussed at length in Plaintiffs' Fee Motion (filed on July 3, 2024), these fees are reasonable in light of the factors described by Rule 4-1.5 of the Rules of Professional Conduct, including: the time and labor required, the complexity and difficulty of the questions, the contingent nature of the case, the customary fee sought in class action litigation, and the experience of the attorneys involved. Accordingly, this factor also weighs in favor of final approval, where no Settlement Class Member has objected to the amount sought.

#### IV. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court enter an order granting Plaintiffs' Motion for Final Approval of the Settlement, including disbursement of the settlement funds and benefits, final certification of the settlement class, and an award of attorneys' fees, costs, and expenses.

Dated: August 29, 2024

Respectfully submitted,

/s/ Ryan J. McGee

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*Appointed Settlement Class Counsel*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on August 29, 2024, I electronically filed a true and correct copy of the foregoing unopposed motion with the Clerk of the Court using the court's electronic filing system, which will send notification to all attorneys of record in this matter.

*/s/ Ryan J. McGee*  
Ryan J. McGee

**— EXHIBIT 1 —**

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL  
CIRCUIT IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

JEREMY REARDON, LINDA POTTER,  
AND FRANKIE SOLOMON, individually  
and on behalf of all similarly situated persons,

Plaintiff,

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Defendant.

**Civil Action No. 23-CA-000317**

**DECLARATION OF FRANCESCA K. BURNE  
IN SUPPORT OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

I, Francesca K. Burne, declare as follows:

1. I, Francesca K. Burne, am an attorney duly licensed to practice before all courts of the State of Florida as well as other state and federal courts. I am a member of Class Action Department at Morgan & Morgan P.A., where I focus my practice on complex litigation, including consumer protection, data privacy, and defective products class actions. I have been appointed settlement class counsel by the court in data breach cases including *Portier, et al. v. NEO Technology Solutions, et al.* Case No.: 3:17-cv-30111 (D. Mass.) and *Franchi v. Barlow Respiratory Hospital*, Case No. 22STC09016 (Cal. Super. Ct.). In addition to these personal appointments, I have been involved in landmark data privacy cases including *Tillman et al., v. Morgan Stanley Smith Barney, LLC*, Case No. 20cv591-PAE, (S.D. NY) (\$68 million settlement for 15 million class members) and *In re: Capital One Customer Data Security Breach Litigation*, MDL No. 1:19-md-2915 (one of the largest data breach class action settlements in history with a \$190 million settlement).

2. Raina Borrelli of Strauss Borrelli, PLLC and I were preliminarily appointed by the Court as Settlement Class Counsel for the Proposed Class. I have personal knowledge of the matters stated herein and, if called upon, I could and would competently testify regarding those matters. I submit this Declaration in support of Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement ("Motion").

3. Class Counsel and I believe the proposed settlement provides a substantial recovery in a case presenting novel and complex issues and substantial risks, and is a fair, reasonable, and adequate result for the Class.

4. Class Counsel and I have vigorously and zealously represented the interests of the proposed Settlement Class from the inception of this hard-fought litigation until the present.

### **The Litigation**

5. Defendant Suncoast Skin Solutions, Inc. ("Suncoast") is a system of dermatology clinics with 19 locations around Florida. Suncoast offers patients services treating skin cancer, medical dermatology, and cosmetic dermatology.

6. Between approximately December 2021 and October 2022, Suncoast experienced a cybersecurity attack that potentially exposed the Private Information, including but not limited to first and last name, date of birth, clinical information, doctors' notes, and other medical/treatment information (the "Data Security Incident"), of approximately 77,000 individuals.

7. Suncoast began notifying affected patients about the Data Security Incident in approximately December 2022.

8. Plaintiff Jeremy Reardon filed an action against Suncoast in Florida state court on January 13, 2023, alleging negligence, negligence *per se*, breach of express contract, breach of

implied contract, unjust enrichment, invasion of privacy, breach of confidence, breach of fiduciary duty, and Florida statutory claims.

9. On March 31, 2023, Plaintiff amended his complaint to add Plaintiff Linda Potter and Plaintiff Frankie Solomon as parties to the above-captioned matter.

10. On May 1, 2023, Suncoast filed a motion to dismiss Plaintiffs' Amended Complaint and motion to strike Plaintiffs' class allegations.

11. Upon the filing of Suncoast's motions, the Parties began engaging in informal discussions regarding the possibility of early resolution.

12. The Parties scheduled mediation with the Honorable Wayne R. Andersen (ret.) of Judicial Arbitration and Mediation Services for August 30, 2023.

13. When the initial mediation was unsuccessful, as explained in more detail below, Plaintiffs briefed a response in opposition to Suncoast's motions and filed it with the court on September 7, 2023.

14. On April 5, 2024, Plaintiffs filed their Unopposed Motion for Preliminary Approval of Class Action Settlement.

15. On April 15, 2024, the Court granted Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

### **The Settlement Negotiations**

16. The Parties agreed to and did retain the Honorable Wayne R. Andersen (ret.), of Judicial Arbitration and Mediation Services, a highly experienced mediator, to assist the Parties in settlement negotiations. A full-time mediator and arbitrator, Judge Andersen has facilitated many data breach mediations.

17. Prior to the mediation, the Parties gathered their respective positions on the facts,



claims, defenses, and assessments of the risk of litigation. The issues were discussed with the mediator during the course of the mediation. The Parties engaged in informal pre-mediation discovery, exchanging written requests and producing documents.

18. On August 30, 2023, the Parties, through their respective counsel, engaged in a full-day virtual mediation session before mediator Judge Andersen. With the assistance of Judge Andersen, the Parties independently accepted his mediator's proposal on September 29, 2023, reaching an initial resolution to the Litigation on a class-wide basis that provides both injunctive and monetary relief to Settlement Class Members.

19. In the subsequent weeks, the Parties continued their negotiations and eventually negotiated resolution on a class-wide basis that provides monetary relief to Class Members and obligates Defendant to continue to take remedial measures to safeguard against the reoccurrence of a data security incident. The principal terms of a settlement were reached and finalized in late September 2023.

20. While courteous and professional, the negotiations were hard-fought throughout and the settlement process was conducted at arm's length between experienced counsel with an understanding of the strengths and weaknesses of their respective positions in the Lawsuit. Throughout the negotiations, Judge Andersen was able to assist the Parties in discussing substantive terms of the Settlement to include monetary compensation to class members and the adoption by Defendant of business practice changes related to data security. There was nothing collusive about the settlement negotiations or the ultimate Settlement reached. Lastly, attorneys' fees, costs, expenses, and service awards were negotiated only after all substantive terms of the Settlement were agreed upon by the Parties.

21. During the ensuing months, the Parties continued the exchange of information and

negotiations as to the final details of the Settlement Agreement. Consequently, the Parties worked together to prepare a comprehensive set of settlement documents, which are embodied in the Settlement Agreement and the exhibits attached thereto. The Parties spent significant time negotiating the terms of this final written Settlement Agreement. The final, executed Settlement Agreement was attached to Plaintiffs' Unopposed Motion for Preliminary Approval of the Class Action Settlement.

### **The Settlement Terms**

22. We believe the Settlement before the Court for final approval is fair, reasonable, adequate, and in the best interest of the Settlement Class. As expected, we did not encounter a high degree of opposition to the Settlement considering the variety of robust benefits available to the Settlement Class.

23. The Settlement provides significant benefits to Class Members. The Settlement Agreement provides all Class Members the opportunity to submit a Claim Form for: (a) an Out-of-Pocket Loss Payment; (b) a Lost Time Payment; and (c) the opportunity to enroll in two (2) years of medical and credit monitoring services. The Notice administrator has conducted a preliminary review of claims and, due to the availability of residual funds, Class Counsel reasonably anticipate that monetary benefits will be increased *pro rata*, including five (5) years of medical and credit monitoring services (rather than the two (2) required under the Settlement Agreement).

24. The multi-tiered framework of benefits provided in this Settlement developed as a result of our experience in other data disclosure cases, numerous discussions with affected class members as to the types of injuries and damages suffered as a result of these disclosures, and actual settlement claims made in similar cases. Our discussions with affected class members in other

cases in which we have been involved in along with our experiences in overseeing the administration of settlements in these cases, helped us to determine what type of documentation exists to support such claims.

25. Moreover, the Parties have agreed that the cost of the notice and costs of claims administration will be paid by Defendant, from the Settlement Fund.

26. The Parties selected Eisner Amper to serve as the Claims Administrator.

27. We believe that the proposed notice program with direct notice to Settlement Class Members provides the best practicable notice under the circumstances and comports with due process. In addition to direct mailing Notice to Class Members where possible, Eisner Amper will provide publication Notice to Class Members and establish and maintain a Settlement Website through which Settlement Class Members can receive additional information about the Settlement.

28. Plaintiffs have requested attorneys' fees in the amount of \$275,000.00 and reasonable costs and expenses of \$15,613.01, subject to Court approval.

29. Defendant has agreed to pay a service award not to exceed \$2,500 for each of the three named Plaintiffs, subject to approval by the Court.

30. Attorneys' fees, costs, and expenses, and the service awards were negotiated only after all substantive terms of the Settlement were agreed upon by the Parties.

### **The Strength of Plaintiffs' Case**

31. Class Counsel and I believe that Plaintiffs have a strong case for liability and damages, as demonstrated in Plaintiffs' response to Defendant's Motion to Dismiss and Motion to Strike. Plaintiffs were prepared to submit evidence supporting Plaintiffs' assertion that Defendant failed to take a number of industry-standard measures to secure its customers' PII/PHI. Class Counsel and I also believe that we would be able to show that Plaintiffs suffered damages as a

result of the Data Breach. Defendant has continually disputed the sufficiency of Plaintiffs' allegations. Although we feel strongly that Plaintiffs would be able to obtain a favorable ruling on all issues, this was not a certainty.

### **The Risk, Expense, Complexity, and Likely Duration of Further Litigation**

32. Although Plaintiffs are confident in the merits of their claims, the risks involved in prosecuting a class action through trial cannot be disregarded. We cannot disregard the high level of risk, expense, and complexity of class litigation, which is one reason that judicial policy so strongly favors resolving class actions through settlement. This is not only a complex case, but it is in an especially risky field of litigation. Data breach cases continue to be among the most risky and uncertain of all class action litigation. Many data breach cases are dismissed at motion to dismiss stage.

33. Through the Settlement, Plaintiffs and Class Members gain significant benefits without having to face further risk, including the risk of Plaintiffs' Amended Complaint being dismissed at the motion to dismiss stage. Moreover, the cost of trial and any appeals would be significant and would delay the resolution of this litigation without the guarantee of any relief.

### **The Amount Offered In Settlement**

34. The valuable benefits made available pursuant to the Settlement squarely address the issues raised in the Litigation and provide timely, significant, and pertinent relief to the Settlement Class Members, which compares favorably to what Class Members could recover were they to secure a favorable judgment at trial. In the experience of Class Counsel, the monetary relief provided by this Settlement is an outstanding result, and is fair and reasonable in light of reported average out-of-pocket expenses due to a data breach.

### **The Extent of Discovery Completed and The Stage of The Proceedings**

35. While Plaintiffs served discovery on Suncoast, formal discovery did not take place as a result of the stay issued in the case. The Parties did, however, exchange information regarding their respective positions on the facts, claims, defenses, and assessments of the risk of litigation. More importantly, Defendants provided Plaintiffs with directed, informal discovery and were forthcoming about the specifics of the Data Security Incident.

### **The Experience and Views of Counsel**

36. At the outset of this litigation, Plaintiffs selected and retained as counsel for the Settlement Class our law firms.

37. We are qualified, experienced, and able to conduct the litigation. Our firms have worked together on many cases and I have personally worked in other data breach cases. Through these experiences, I have had the opportunity to observe and benefit from their superior litigation skill and abilities.

38. With respect to the adequacy of counsel, each of us have invested considerable time and resources into the prosecution of this action. Specific to this area of privacy litigation, we have a wealth of experience in litigating complex, class action lawsuits, including data breach cases. We have extensive experience leading and managing consumer class actions and complex litigation like this, extensive knowledge of all applicable case law, and sufficient resources which we committed to the class in this case.

39. Further, proposed Class Counsel and I have diligently investigated and prosecuted the claims in this matter, dedicated substantial resources to the investigation and litigation of those claims, and successfully negotiated the Settlement of this matter to the benefit of Plaintiffs and the Settlement Class and believe it is fair, reasonable and adequate.

40. Through the settlement process and before finally entering the Settlement, Class Counsel and I carefully weighed with Plaintiffs: (1) the benefits to Plaintiffs and the Class under the terms of the Settlement Agreement; (2) the range of the results in other settlements reached in similar litigation; (3) the attendant risks and uncertainty of litigation, especially in complex cases such as this Action where certification is by no means a given and would be challenged if litigated and appealed if the court certified the Class; (4) the difficulties and delays inherent in such litigation in the event that Defendant was to seek appellate review of the Court's Final Judgment, in the event Plaintiffs and the Class are successful at trial; (5) Defendant's vigorous defense of the litigation and continued denial of the claims contained in the Complaint (including certification); (6) the desirability of consummating this Settlement, to ensure that the Class received a fair and reasonable settlement; and (8) providing Plaintiffs and Class Members prompt relief.

41. Based on our independent investigation of the relevant facts and applicable law, experience with other data breach cases, and the information provided by Defendant, Plaintiffs' counsel has determined that the Settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class.

42. The \$275,000.00 requested in attorneys' fees and costs represents a modest 1.6x multiplier at the time of filing, and since then Class Counsel have devoted additional time to reviewing weekly updates from the Settlement Administrator and preparing this Motion for Final Approval).

43. Further, the proposed Settlement Class is functionally equivalent to that alleged in the Complaint. The Settlement Class is defined as:

All persons whose personal information was compromised as a result of the Data Incident.

44. Plaintiffs undertook significant factual and legal investigation of the issues prior to

filing the case. As explained previously, the Parties' mediator, the Honorable Wayne R. Andersen (ret.), Esq. presided over the Parties' formal, arm's-length, and adversarial mediation. The Settlement clearly emerged from a formal, arm's-length negotiation process between the Parties, is designed to, and provides a fair and easy process to redress the claims of those members of the class. Further, the Settlement is the product of significant time and effort spent by the Parties in negotiating its terms and a final written memorialization.

45. Additionally, the proposed Settlement Class Representatives are members of the Settlement Class and possess no interests antagonistic to the Settlement Class. They provided their Private Information to Defendant and allege that their Private Information was compromised as a result of the Data Security Incident, just as the Private Information of the Settlement Class was also allegedly compromised. Indeed, their claims reflect identically the claims of the Settlement Class, and they and the Settlement Class desire the same outcome of this litigation. Because of this, the proposed Settlement Class Representatives have vigorously prosecuted this case for the benefit of all Settlement Class Members. Plaintiffs have been at the helm of the Litigation, reviewing pleadings, conferring with Counsel, and providing input in crafting and approving the Settlement.

We declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 29<sup>th</sup> day of August 2024.

/s/ Francesca K. Burne  
Francesca K. Burne, Esq.

**— EXHIBIT 2 —**



**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL  
CIRCUIT IN AND FOR HILLSBOROUGH COUNTY, FLORIDA**

JEREMY REARDON, LINDA POTTER, and  
FRANKIE SOLOMON, individually and on  
behalf of all similarly situated persons,

Plaintiffs,

v.

SUNCOAST SKIN SOLUTIONS, INC.,

Defendant

CASE NO.: 23-CA-000317

**DECLARATION OF BRANDON SCHWARTZ REGARDING THE STATUS OF  
NOTICE AND SETTLEMENT ADMINISTRATION**

I, Brandon Schwartz, declare as follows:

1. I am the Director of Notice for the Court appointed Settlement Administrator, EAG Gulf Coast, LLC<sup>1</sup>, a subsidiary of EisnerAmper (“EisnerAmper”),<sup>2</sup> a full-service administration firm providing legal administration services, including the design, development, and implementation of unbiased complex legal notification programs. The following statements are based on my personal knowledge as well as information provided by other experienced employees working under my supervision.

2. In the *Declaration of Brandon Schwartz Regarding Proposed Notice Plan and Settlement Administration* (the “Notice Plan Declaration”) filed with the Court on April 5, 2024 and submitted along with my C.V., I detailed the proposed Notice Plan to administer the claims process in the above-referenced matter (the “Action”)<sup>3</sup>. As stated in the Notice Plan Declaration, EisnerAmper designed the Notice Plan to give notice to the Settlement Class in the most practicable manner possible. To do so, EisnerAmper employed a multifaceted approach utilizing a combination of (1) direct notice; (2) publication notice, which included digital banner and social media notice, sponsored search listings, and print notice; (3) Settlement Website; and (4) toll-free hotline.

3. On April 15, 2024, the Court appointed EisnerAmper as the Settlement Administrator and approved the Notice Plan and related Notices in the *Order Granting Motion for Preliminary Approval of Class Action Settlement* (“Preliminary Approval Order”). Preliminary Approval Order ¶¶ 6-7.

4. Upon entry of the Preliminary Approval Order, EisnerAmper began to implement the Notice Plan in accordance with its requirements. This Declaration details the current status of the Notice Plan and Settlement Administration.

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<sup>1</sup> As of May 21, 2023, the Directors & employees of Postlethwaite & Netterville (P&N), APAC joined EisnerAmper as EAG Gulf Coast, LLC. Where EisnerAmper is named or contracted, EAG Gulf Coast, LLC employees will service the work under those agreements. EisnerAmper’s obligations to service work may be assigned by EisnerAmper to P&N, Eisner Advisory Group, LLC.

<sup>2</sup> EisnerAmper LLP and Eisner Advisory Group LLC (“EA Group”) and its subsidiary entities (including EAG Gulf Coast, LLC) practice as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. EisnerAmper provides attest services to its clients. EA Group and EAG Gulf Coast, LLC are not licensed CPA firms and do not provide audit or attest services.

<sup>3</sup> All capitalized terms not otherwise defined in this document shall have the meaning ascribed to them in the Settlement Agreement.

## Notice Program Summary

### *Direct Mail Notice*

5. The parties informed EisnerAmper that the estimated size of the Settlement Class is 77,190 individuals. On April 25, 2024, EisnerAmper received two (2) files containing the names and mailing addresses, where available, for a total of 31,569 records. After consolidating and deduplicating the data, EisnerAmper determined that a total of 30,849 unique records existed (“Direct Notice List” or “Known Settlement Class Members”). Of the 30,849 Class Member records, 19,996 records had a mailing address sufficient to attempt the implementation of notice by mail.

6. Prior to mailing, all addresses in the Direct Notice List underwent a validation process. The addresses were checked against the National Change of Address (NCOA) database maintained by the United States Postal Service (“USPS”). Additionally, the addresses were certified via the Coding Accuracy Support System (CASS) to ensure the quality of the zip codes and verified through Delivery Point Validation (DPV) to verify the accuracy of the addresses.

7. EisnerAmper coordinated the mailing of the Summary Notice ("Postcard Notice") to 19,930 Settlement Class Members that passed the validation process. EisnerAmper also executed supplemental mailing for 2,470 Settlement Class Members for which an initial Postcard Notice was returned undeliverable, but for which EisnerAmper was able to obtain an alternative mailing address through (1) forwarded address provided by the USPS, or (2) skip trace searches using the LexisNexis third-party vendor database.

8. The Postcard Notice included important information such as: (a) the rights and options for Settlement Class Members and the deadlines by which to act on those options, (b) the web address to the case website for access to additional information, and (c) the date of the Final Approval Hearing. The Notice mailing was substantially completed on May 15, 2024, in accordance with the Preliminary Approval Order. A true and correct copy of the Postcard Notice is attached hereto as **Exhibit A**.

9. On July 17, 2024, after consultation with Counsel, EisnerAmper caused a reminder Postcard Notice to be mailed to 18,469 Settlement Class Members who had not submitted a claim and who had a deliverable mailing address as of the date of the reminder Postcard Notice mailing. A summary of the direct notice dissemination statistics is included in Table 1 below.

<b>Table 1: Direct Notice Program Dissemination &amp; Reach</b>		
<b>Description</b>	<b>Volume of Class Members</b>	<b>Percentage of Class Members</b>
Known Class Members	30,849	100.00%
<b>Initial Notice Mailing</b>		
(+) Total Notices Mailed (Initial Campaign)	19,930	64.61%
(-) Total Notices Returned as Undeliverable	3,474	11.26%
<b>Supplemental Notice Mailing</b>		
(+) Total Unique Notices Re-Mailed	2,470	8.01%
(-) Total Undeliverable (Re-Mailed) Notices	347	1.12%
<b>Reminder Notice Mailing</b>		
(+) Total Reminder Notices Mailed	18,469	59.87%
(-) Total Reminder Notices Returned as Undeliverable	1,110	3.60%
<b>Direct Notice Program Reach</b>		
(+) Received Only Initial/Supplemental Notice	1,286	4.17%
(+) Received Only Reminder Notice	66	0.21%
(+) Received Both Initial/Supplemental and Reminder Notice	17,293	56.06%
<b>(=) Received Direct Notice</b>	<b>18,645</b>	<b>60.44%</b>

***Digital Banner, Social Media Notice and Sponsored Search Listings***

10. Beginning on May 20, 2024, and ending on June 16, 2024, EisnerAmper caused digital notices to run across a network of websites through the Google Display Network, social media notice on Facebook and Instagram, and sponsored search ads on Google.com. Digital notices were targeted to individuals in accordance with the Notice Plan Declaration, (¶ 12), including the use of keywords related to the litigation to trigger the sponsored search ads. The digital notices allowed website visitors to identify themselves as potential Class Members and click through to the Settlement Website. In total, the campaign generated 22,755,266 impressions, exceeding the proposed number of impressions in the Notice Plan Declaration by 1,371,666. Screenshots of the digital notices are attached hereto as **Exhibit B**.

***Print Notice***

11. The Notice Plan included a version of the Summary Notice (“Print Notice”) to be published in the *Tampa Bay Times* and *Centro Tampa* in the May 22, 2024 edition. A copy of the Print Notice as it appeared in each publication is attached hereto as **Exhibit C**.

### ***Settlement Website***

12. Prior to dissemination of the Summary Notice, EisnerAmper published the Settlement Website, [www.SuncoastSettlement.com](http://www.SuncoastSettlement.com). Visitors to the Settlement Website can download the Summary Notice, the Long Form Notice, the Claim Form, as well as Court Documents, such as the Amended Class Action Complaint, the Settlement Agreement, Orders of the Court, and other relevant documents. A true and correct copy of the Long Form Notice is attached hereto as **Exhibit D**, with a copy of the Claim Form. Visitors were also able to submit claims electronically, submit address updates electronically, and find answers to frequently asked questions (FAQs), important dates and deadlines, and contact information for the Settlement Administrator. The Settlement Website will remain active through the close of the Notice Plan.

13. As of August 28, 2024, the Settlement Website has received 28,485 unique visitors and 159,225 page views.

### ***Dedicated Toll-Free Hotline***

14. EisnerAmper established a toll-free hotline, 1-877-749-1266, dedicated to this Settlement. The toll-free hotline is accessible twenty-four hours per day, seven days a week, and utilizes an interactive voice response (IVR) system, where Settlement Class Members can obtain essential information regarding the Settlement and get responses to frequently asked questions. Class Members also have the option to leave a voicemail and receive a call back from the Settlement Administrator. The toll-free hotline appears in all Notices, as well as in multiple locations on the Settlement Website. The toll-free hotline will remain active through the close of the Notice Plan.

### ***Email Support***

15. EisnerAmper established an Email address, [info@SuncoastSettlement.com](mailto:info@SuncoastSettlement.com), to provide an additional option for Settlement Class Members to address specific questions and requests to the Settlement Administrator for support.

### ***Settlement P.O. Box***

16. EisnerAmper maintains a designated P.O. Box for the administration of the Settlement: Suncoast Skin Solutions Settlement Administrator, P.O. Box 3413, Baton Rouge, LA 70821. EisnerAmper monitors the Settlement P.O. Box for Settlement-related mail such as Claim Forms, objections, exclusion

requests, and inquiries about the Settlement. EisnerAmper promptly handles all mail received at the Settlement P.O. Box.

### **Claim Form Submissions**

17. Class Members had the option of submitting Claims online or mailing the printed Claim Form to the Settlement Administrator. The online Claim submission feature became available on the Settlement Website beginning May 16, 2024. As of August 28, 2024, EisnerAmper has received a total of 918 claim submissions, of which 539 claims have been determined to be non-duplicative and from Settlement Class Members. Table 2 below provides summary statistics of claim submissions received. Net Claims Received amount to \$42,657.54 in monetary benefits claimed. Benefits in the amount of \$20,950.00 have been approved as of August 28, 2024. EisnerAmper will continue to intake and analyze claims submitted by the claims filing deadline of August 19, 2024.

<b>Table 2: Claims Statistics</b>	
<b>Description</b>	<b>Volume (#)</b>
<b>Total Claims Received</b>	<b>918</b>
(-) Duplicate Claims Identified	9
(-) Invalid Claims – Not a Class Member	16
(-) Invalid Claims - Fraud <sup>4</sup>	354
<b>(=) Net Claims Received</b>	<b>539</b>

### **Exclusions and Objections**

18. The deadline for Settlement Class Members to request to be excluded from the Settlement was July 19, 2024. To date, EisnerAmper has received two (2) exclusion requests from Settlement Class Members, which have been provided to the parties in this Action. A list of individuals who have timely requested exclusion from the Settlement is attached hereto as **Exhibit E**.

19. The Settlement Agreement directs that objections be filed with the Court and also mailed to the Settlement Administrator and Suncoast’s Counsel by July 19, 2024. As of August 28, 2024, EisnerAmper has not received any objections from Settlement Class Members.

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<sup>4</sup> Invalid Claims – Fraud consist of Claims with known characteristics of automated claim submissions and indicators of abuse, as identified by EisnerAmper and its partners. Claims identified as Fraud will be denied.

### **Settlement Administration Costs**

20. EisnerAmper has incurred \$46,419.61 in fees and costs completing the Notice Plan and \$12,368.20 in fees and costs administering the Settlement, and anticipates incurring \$35,524.69 in additional fees and costs for administration, for a total administration cost of \$94,312.50.

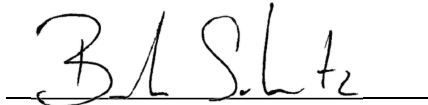
### **Conclusion**

21. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, and by case law pertaining to the recognized notice standards under Fla. R. Civ. P. 1220 and Fed. R. Civ. P. 23. This framework directs that the notice plan be optimized to reach the class and, in a settlement notice situation such as this, that the notice or notice plan itself not limit knowledge of legal rights—nor the ability to exercise other options—to class members in any way. All of these requirements were met in this case.

22. In total, the Notice Plan delivered a 70% reach with an average frequency of 2.15. The measurable reach of the Notice Plan does not include print notice in the *Tampa Bay Times* and *Centro Tampa*, the Settlement Website, and toll-free hotline, as these media vehicles are difficult to calculate. They, however, meaningfully strengthened the reach and frequency of the Notice Plan. In my opinion, the above-described Notice Plan was consistent with other effective class action notice programs.

23. It is my opinion, based on my expertise and experience and that of my team, that the methods of notice dissemination implemented by this Settlement, and the Court’s Preliminary Approval Order, provided effective notice of the Settlement, provided the best notice that is practicable, adhered to Fla. R. Civ. P. 1220 and Fed. R. Civ. P. 23, followed the guidance set forth in the Manual for Complex Litigation 4th Ed. and FJC guidance, and met the requirements of due process, including its “desire to actually inform” requirement.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief. Executed this 28th day of August 2024 in Portland, Oregon.

A handwritten signature in black ink, appearing to read 'B. Schwartz', is written over a horizontal line.

Brandon Schwartz

— **EXHIBIT A** —



**Court-Approved Legal Notice**  
*Rearдон et al. v. Suncoast Skin Solutions, Inc. Case No. 23-CA-000317 (Fla. 13th Jud. Cir. for Hillsborough Cty.)*  
**If your personal information was impacted by a cybersecurity incident that Suncoast Skin Solutions discovered on approximately July 14, 2021, you may be entitled to benefits from a class action settlement.**

*A Florida State Court authorized this Notice. This is not junk mail, an advertisement, or a solicitation from a lawyer. Para una notificación en español, visite [www.SuncoastSettlement.com](http://www.SuncoastSettlement.com)*

**IMPORTANT MESSAGE FROM THE COURT:** A settlement has been reached in a class action lawsuit concerning Suncoast Skin Solutions, Inc. (“Defendant”) and a security breach of its IT system (the “Data Security Incident”) that Defendant discovered on approximately July 14, 2021, when an unauthorized party accessed or potentially accessed information stored on Defendant’s computer system, including names, email addresses, phone numbers, home addresses, dates of birth, Social Security numbers (SSN), drivers’ license information, tax records, bank account and routing information, and other personally identifying information, as well as information used to process health insurance claims, prescription information, medical records and data, and other medical or protected health information.

For more information, visit [www.SuncoastSettlement.com](http://www.SuncoastSettlement.com) or call toll-free 1-877-749-1266.

**Suncoast Skin Solutions Settlement Administrator**  
P.O. Box 3413  
Baton Rouge, LA 70821

**ELECTRONIC SERVICE REQUESTED**

SETTLEMENT CLAIM ID [ID]  
[FIRST NAME] [LAST NAME]  
[ADDRESS]  
[ADDRESS]  
[CITY] [STATE] [ZIP]



Postal Service: Do Not Mark or Cover Barcode

**Who is Included?** The Class includes: All individuals whose Personal Information was compromised as a result of the Data Incident discovered by Suncoast on approximately July 14, 2021.

**What does the Settlement Provide?** Please see the Settlement Agreement for full details. Generally, Class Members are eligible to receive the following relief from the \$825,000 Settlement Fund: (1) compensation for Unreimbursed Out-of-Pocket Losses incurred as a result of the Data Incident, up to a total of \$10,000 per person upon submission of a valid claim and supporting documentation; (2) compensation for up to four (4) hours of Lost Time, at \$25.00/hour (\$100 cap), for time spent mitigating the effects of the Data Incident. Claims for Lost Time can be combined with claims for Unreimbursed Out-of-Pocket Losses; and (3) access to two (2) years of Medical Shield Complete medical and credit monitoring services. In the event the amount of Claims for Settlement Benefits exceeds the amount remaining in the Settlement Fund after paying Claims for Out-of-Pocket Losses, Lost Time Payments, Credit Monitoring Services, Cost of Claims Administration, and factoring in all Court approved Service Awards and Fee Award and Costs, the amount to be paid for valid Claims will be reduced on a *pro rata* basis. In the event residual funds remain after payment of all valid Claims for Settlement Benefits, and payment of the Cost of Claims Administration and Court approved Service Awards and Fee Award and Costs, all valid Claims will be increased on a *pro rata* basis. If any residual funds remain after this process, they will be provided to a mutually agreeable charitable organization as a *cy pres* recipient, subject to Court Approval. For complete details, please see the Settlement Agreement, whose terms control, available at [www.SuncoastSettlement.com](http://www.SuncoastSettlement.com). **To be eligible to enroll in Credit Monitoring Services, you must submit a valid and timely Claim Form.**

**How To Get Benefits:** You must submit a Claim Form, available at [www.SuncoastSettlement.com](http://www.SuncoastSettlement.com). The Claim Form must be postmarked or submitted electronically at [www.SuncoastSettlement.com](http://www.SuncoastSettlement.com) on or before **August 19, 2024**. Claims will be subject to a verification process.

**Your Other Options.** If you file a Claim Form, object to the Settlement, or do nothing, you will stay in the Class and be bound to its terms including its Release. You will be legally bound by all orders of the Court and you will not be able to start, continue or be part of any other lawsuit against Defendant or related parties arising out of the Data Incident. If you do not want to be legally bound by the Settlement or receive any benefits from it, you must exclude yourself by **July 19, 2024**. If you do not exclude yourself, you may object to the Settlement by **July 19, 2024**. Please see the Settlement Agreement for full details.

**The Final Approval Hearing.** The Court has scheduled a hearing for **October 1, 2024, at 2:00 pm E.T.** to decide whether to approve the Settlement; attorneys' fees, costs, and expenses (up to one-third of the Settlement Fund, or \$275,000, plus reasonable costs and expenses not to exceed \$25,000); service awards (\$2,500.00 to each Representative Plaintiff, for a total service award of \$7,500.00); and any objections. You may or your attorney may speak, at your own cost, about your objection at the hearing.

**More Information.** More information about your rights and options can be found in the Long-Form Notice and Settlement Agreement available at [www.SuncoastSettlement.com](http://www.SuncoastSettlement.com)

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

1-877-749-1266

**— EXHIBIT B —**

Facebook interface showing a sponsored post for Suncoast Skin Solutions Data Breach Class Action Settlement. The post includes a navigation menu on the left, a search bar, and a main content area with a photo of a person's back being examined by a professional in white gloves. The text of the post reads: "If your personal information was impacted by a cybersecurity incident that Suncoast Skin Solutions discovered on approximately July 14, 2021, you may be entitled to benefits from a class action settlement." The post also features a "Learn more" button and interaction options like Like, Comment, and Share.

Instagram interface showing the same sponsored post. The post header includes the Instagram logo and the text "Suncoast Skin Solutions Data Breach Class Action Settlement Sponsored". The main image is identical to the Facebook version. Below the image, there is a "Learn more" link with a right-pointing arrow, followed by icons for Like, Comment, and Save. The text at the bottom of the post reads: "If your personal information was impacted by a cybersecurity incident that Suncoast Skin Solutions discovered on approximately July 14, 2021, you may be entitled to benefits from a class action settlement."

Close-up view of the sponsored post on a mobile device. The header shows the profile picture, the title "Suncoast Skin Solutions Data Breach Class Action Settlement", and the word "Sponsored". The main text is: "Si su información personal se vio afectada por un incidente de ciberseguridad que Suncoast Skin Solutions descubrió aproximadamente el 14 de julio de 2021, es posible que tenga derecho a los beneficios de un acuerdo de demanda colectiva." Below the text is the same image of a person's back being examined. At the bottom, there is a "suncoastsettlement.com" link, a "Learn more" button, and interaction icons for Like, Comment, and Share.

Quick Links

- Playoffs
- Playoffs Bracket
- NBA Draft
- 2024 Draft Order
- Daily Lines
- NBA Playoff Challenge
- Tickets
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ESPN Sites

- ESPN Deportes
- Andscape
- espnW
- ESPNFC
- X Games
- SEC Network

West Semifinals - Game 7, MIN WINS SERIES 4-3

Timberwolves 98 Final 90 Nuggets



Wolves overcome 20-point deficit to eliminate defending champ Nuggets in Game 7

10h



KAT gives shoutout to Rudy Gobert after Game 7 win

11h



Ant Edwards hits uncontested 3 late in the 4th quarter

11h



Edwards waves bye to Nuggets fans in closing moments

11h



Karl-Anthony Towns' putback dunk takes fight out of Nuggets in Game 7

11h

NBA playoffs bracket

What Anthony Edwards has accomplished at 22 -- even before Kobe, LeBron and Steph

GAMECAST

BOX SCORE

NUGGETS FALL TO WOLVES



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- Pacers oust Knicks behind historic hot shooting
- Nuggets denied repeat by team 'built to beat us'
- Brunson, nursing broken hand, laments end of run
- Injuries catch up to Knicks: 'Nothing left to give'
- Sources: Bulls add Unseld Jr., Craig as assistants
- ESPN+ NBA mock draft: Projecting all 58 picks



IF YOUR PERSONAL INFORMATION WAS IMPACTED BY A CYBERSECURITY INCIDENT THAT SUNCOAST SKIN SOLUTIONS DISCOVERED ON APPROXIMATELY JULY 14, 2021, YOU MAY BE ENTITLED TO BENEFITS FROM A CLASS ACTION SETTLEMENT.

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Trending Now

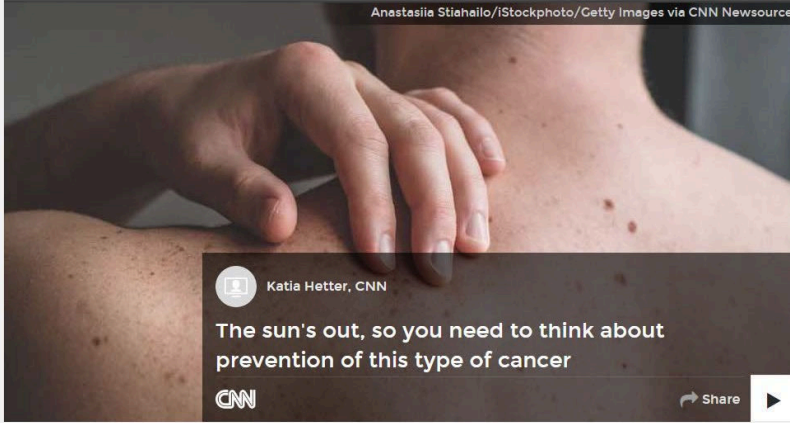


IF YOUR PERSONAL INFORMATION WAS IMPACTED BY A CYBERSECURITY INCIDENT THAT SUNCOAST SKIN SOLUTIONS DISCOVERED ON APPROXIMATELY JULY 14, 2021, YOU MAY BE ENTITLED TO BENEFITS FROM A CLASS ACTION SETTLEMENT. [LEARN MORE](#)

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## Health

Anastasiia Stiahailo/iStockphoto/Getty Images via CNN Newssource

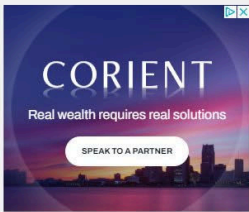


Katia Hetter, CNN

The sun's out, so you need to think about prevention of this type of cancer

CNN [Share](#)

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CNN
- FDA greenlights self-collection of vaginal samples for cervical cancer screening**  
CNN
- New screening tool can identify preeclampsia risk sooner, test maker says**  
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<b>Mifepristone Tablets</b> 200 mg	<b>Mifepristone Tablets</b> 200 mg	<b>Mifepristone Tablets</b> 200 mg

By LAURA UNCAP and GEOFF MUIVHILL



IF YOUR PERSONAL INFORMATION WAS IMPACTED BY A CYBERSECURITY INCIDENT THAT SUNCOAST SKIN SOLUTIONS DISCOVERED ON APPROXIMATELY JULY 14, 2021, YOU MAY BE ENTITLED TO BENEFITS FROM A CLASS ACTION SETTLEMENT.

[LEARN MORE](#)

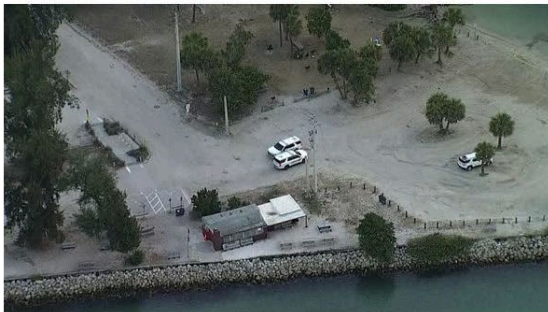
**FOX 13 Weather**



**LIVE**

Streaming here and on the FOX Local App

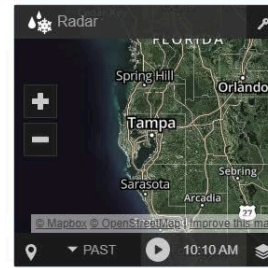
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**Shooting at Sarasota County park leaves one dead**

Deputies in Sarasota County are investigating a shooting at a park that left a person dead on Sunday.

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**Suncoast Skin Data Breach - You May Be Entitled to Benefits**

If your personal information was impacted by a data breach at Suncoast Skin Solutions, you may be entitled to benefits from a class action settlement.

 Suncoast Skin Solutions  
<https://www.suncoastskin.com>

**Suncoast Skin Solutions**

Florida's Most Trusted Dermatology Group. As one of the top medical and cosmetic dermatologists, **Suncoast Skin Solutions** strives to provide full-service ...

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**Patient Resources**

Patient Resources The board-certified professionals at ...

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Brandon, FL 3 Brandon locations Dermatology Office Mohs ...

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Dermatology Online Suncoast Skin Solutions welcomes Suncoast ...



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SUSCRÍBASE AHORA

# ENTRETENIMIENTO

La cobertura de la sección de Entretenimiento de el Nuevo Herald tiene como objetivo entretener e informar a nuestros lectores de los últimos acontecimientos tanto en el ámbito de la farándula como en de las artes y la cultura.

FARÁNDULA

MÚSICA

WALTER MERCADO

TELEVISIÓN

## Entretenimiento



ENTRETENIMIENTO

### Película sobre Trump trae la política al Festival de Cannes

Sebastian Stan, conocido por su papel en Marvel, da vida al irascible ex mandatario, y Jeremy Strong, famoso por la serie "Succession", interpreta al abogado, que tuvo un papel clave en la construcción profesional del futuro magnate.

ACTUALIZADO 20 DE MAYO DE 2024 8:13 AM

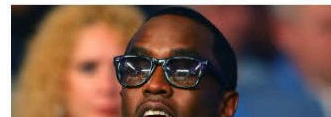


SI SU INFORMACIÓN PERSONAL SE VIO AFECTADA POR UN INCIDENTE DE CIBERSEGURIDAD QUE SUNCOAST SKIN SOLUTIONS DESCUBRIÓ APROXIMADAMENTE EL 14 DE JULIO DE 2021, ES POSIBLE QUE TENGA DERECHO A LOS BENEFICIOS DE UN ACUERDO DE DEMANDA COLECTIVA.

MÁS INFORMACIÓN

TENDENCIAS

Horóscopo para domingo 19 de mayo de Las Estrellas de Walter Mercado





SI SU INFORMACIÓN PERSONAL SE VIO AFECTADA POR UN INCIDENTE DE CIBERSEGURIDAD QUE SUNCOAST SKIN SOLUTIONS DESCUBRIÓ APROXIMADAMENTE EL 14 DE JULIO DE 2021, ES POSIBLE QUE TENGA DERECHO A LOS BENEFICIOS DE UN ACUERDO DE DEMANDA COLECTIVA.

MÁS INFORMACIÓN

EL TIEMPO DE HOY


LUNES 20 DE MAYO

Hermoso con mucho sol **Hola: 88°**

Esta noche: tormenta eléctrica en algunos puntos esta noche; en caso contrario, principalmente despejado **Lo: 70°**

CLIMA ACTUAL

10:18 A.M.

 **83°**  
F  
RealFeel® 95°

Sombra RealFeel® **88°**  
Viento **ONO 5 mph**  
Ráfagas de viento **7 mph**  
Calidad del aire **Justo**

Mayormente soleado  
MÁS DETALLES >

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NOTICIAS DEL TIEMPO  
Confirman la muerte del presidente iraní, Ebrahim



— EXHIBIT C —

# Programa para ofrecer clases de natación gratuitas

**Por JACKIE LLANOS**  
Florida Phoenix

Un mayor acceso a las clases de natación es clave para frenar el aumento de las muertes por ahogamiento no intencional, ya que más de 4,500 personas se han ahogado cada año entre 2020 y 2022, según un nuevo estudio de los Centros para el Control y la Prevención de Enfermedades. Una ley que el gobernador Ron DeSantis firmó el mes pasado dará a las familias de bajos ingresos vales para clases de natación.

El estudio, publicado el martes, afirma que las tasas más altas de ahogamiento se producen entre los niños de entre uno y cuatro años, los adultos mayores de 65 años y los

indígenas, nativos de Alaska y negros. Además, casi 40 millones de adultos encuestados indicaron que no sabían nadar, y el 54,7% nunca había tomado una lección. Si bien la mayoría de los adultos blancos (52%) declararon que habían tomado clases de natación, solo el 28% de los hispanos y el 37% de los negros habían tomado lecciones, según el estudio de los CDC.

"Nadie debería tener que perder a un ser querido por ahogamiento. Mejorar el acceso a estrategias de prevención efectivas, como la natación básica y la capacitación en habilidades de seguridad en el agua, puede reducir el riesgo de ahogamiento", dijo Tessa Clemens, autora principal del informe, en un comunicado de prensa. "Los CDC brindan

## Viene de la página 6

En un campo como la cirugía plástica, donde la percepción y la autoestima están profundamente entrelazadas, la comprensión cultural es aún más crucial. "La cirugía plástica no se trata nada más del cuerpo; también se trata de la mente", dijo Ruas. "Mejorar la apariencia de una persona puede transformar su auto percepción y confianza".

## El futuro en el campo de la cirugía plástica

El médico cubano-estadounidense ha sido testigo de numerosos avances en el campo de la cirugía plástica y tiene una visión optimista acerca del futuro. "La tecnología y las técnicas están evolucionando constantemente", dijo. "Espero ver más avances que permitan a los médicos ofrecer tratamientos menos invasivos y más efectivos". Sin embargo, también enfatiza la importancia de mantener el componente humano en la medicina. "La tecnología es útil, pero nada puede reemplazar la conexión humana entre un médico y su paciente. Para mí, eso es lo más importante".

Además de su práctica clínica, Ruas se dedica a la enseñanza en la Facultad de Medicina de la USF Health Morsani College, donde es profesor clínico en el Departamento de Cirugía. "Enseñar a futuros cirujanos plásticos es una de mis pasiones", dijo. "Los residentes constantemente nos desafían y nos mantienen actualizados. Es gratificante ver cómo se desarrollan y se convierten en excelentes médicos". Este compromiso en el campo de la educación asegura que su legado de compasión y excelencia continúe por generaciones.

El médico también aboga por una mayor inclusión de la comunidad hispana en el

experiencia, apoyo y recursos para aumentar los esfuerzos de prevención de ahogamientos entre las comunidades y las personas con mayor riesgo de ahogamiento".

La revitalización de las piscinas públicas, la promoción de lecciones de seguridad en el agua y la contratación de personal acuático diverso para adaptarse a las comunidades necesitadas son algunas de las recomendaciones de los CDC.

Pronto, las familias de Florida con niños menores de cinco años podrán obtener clases

de natación gratuitas para sus hijos. Una ley que entra en vigor el 1 de julio establece el Programa de Vales de Clases de Natación para familias con un ingreso inferior al 200% del nivel federal de pobreza, que es de \$31,200 para una familia de cuatro.

El Departamento de Salud de Florida estará a cargo de crear una red de proveedores e implementar el programa. Para el año fiscal 2024-2025, el departamento recibirá \$500,000 en fondos no recurrentes para ejecutar el programa.

**Si su información personal se vio afectada por un incidente de ciberseguridad que Suncoast Skin Solutions descubrió aproximadamente el 14 de julio de 2021, es posible que tenga derecho a un acuerdo de demanda colectiva.**

*Un Tribunal del Estado de Florida ha autorizado este Aviso. Este documento no es correo basura, ni un anuncio, ni constituye una oferta de representación de un abogado.*

**MENSAJE IMPORTANTE DEL TRIBUNAL:** Se ha llegado a un acuerdo en una demanda colectiva relacionada con Suncoast Skin Solutions, Inc. (la "Demandada") y una violación de seguridad de su sistema informático (el "Incidente de Seguridad de Datos") que la Demandada descubrió aproximadamente el 14 de julio de 2021, cuando un tercero no autorizado o potencialmente accedió a información almacenada en el sistema informático de la Demandada, tales como nombres, direcciones de correo electrónico, números de teléfono, direcciones particulares, fechas de nacimiento, números del Seguro Social (SSN), información de licencias de conducir, registros impositivos, información de cuentas bancarias y de enrutamiento, y otra información de identificación personal, así como información utilizada para tramitar reclamos de seguros de salud, información de recetas, historias y datos clínicos, y otra información médica o de salud protegida.

**¿Quién está incluido?** El Colectivo incluye a todos los individuos cuya información personal se vio comprometida como resultado del Incidente de Datos descubierto por Suncoast aproximadamente el 14 de julio de 2021.

**¿Qué ofrece el Acuerdo?** Para conocer todos los detalles, consulte el Acuerdo de Conciliación. En términos generales, los Miembros del Colectivo tienen derecho a recibir las siguientes compensaciones del Fondo del Acuerdo de \$825,000: (1) compensación por las Pérdidas de Bolsillo No Reembolsadas en las que hayan incurrido como consecuencia del Incidente de Datos, hasta un total de \$10,000 por persona, previa presentación de un reclamo válido y documentación justificativa; (2) compensación por hasta cuatro (4) horas de Tiempo Perdido, a razón de \$25,00/hora (con un tope de \$100), por el tiempo dedicado a mitigar las consecuencias del Incidente de Datos. Los reclamos por Tiempo Perdido pueden combinarse con los reclamos por Pérdidas de Bolsillo No Reembolsadas; y (3) acceso a dos (2) años de servicios médicos y de monitoreo de crédito de Medical Shield Complete. En caso de que el importe de los Reclamos por Beneficios del Acuerdo supere el importe remanente en el Fondo del Acuerdo después de pagar los Reclamos por Pérdidas de Bolsillo, Pagos por Tiempo Perdido, Servicios de Monitoreo de Crédito, Costos de Administración de Reclamos, y de tener en cuenta todos los pagos en concepto de Retribuciones por Servicios y Honorarios y Costas aprobados por el Tribunal, el importe a pagar por los Reclamos válidos se reducirá en forma proporcional. En caso de que queden fondos residuales tras el pago de todos los Reclamos válidos de Beneficios del Acuerdo, y el pago de los Costos de Administración de los Reclamos y los pagos en concepto de Retribuciones por Servicios y Honorarios y Costas aprobados por el Tribunal, todos los Reclamos válidos se incrementarán en forma proporcional. Si después de este proceso quedaran fondos residuales, se entregarán a una organización benéfica elegida de mutuo acuerdo como beneficiaria conforme a la doctrina "cy pres" (adjudicación más aproximada posible), previa aprobación del Tribunal. Para más detalles, consulte el Acuerdo de Conciliación, cuyos términos prevalecen, disponible en [www.SuncoastSettlement.com](http://www.SuncoastSettlement.com). **Para poder suscribirse a los Servicios de Monitoreo de Crédito, debe presentar un Formulario de Reclamo válido en tiempo y forma.**

**Cómo obtener beneficios:** Debe presentar un Formulario de Reclamo, disponible en [www.SuncoastSettlement.com](http://www.SuncoastSettlement.com). El Formulario de Reclamo debe llevar el sello postal o presentarse electrónicamente en [www.SuncoastSettlement.com](http://www.SuncoastSettlement.com) a más tardar el **August 19, 2024**. Los reclamos estarán sujetos a un proceso de verificación.

**Sus otras opciones:** Si presenta un Formulario de Reclamo, se opone al Acuerdo o no hace nada, continuará formando parte del Colectivo y estará sujeto a sus términos, incluida su Exoneración de Responsabilidad. Usted quedará legalmente obligado por todas las órdenes del Tribunal y no podrá iniciar, continuar o ser parte de ningún otro litigio contra la Demandada o sus partes relacionadas derivado del Incidente de Datos. Si no desea quedar legalmente obligado por el Acuerdo ni recibir ningún beneficio del mismo, debe excluirse a más tardar el **19 de julio de 2024**. Si no se excluye, podrá oponer objeciones al Acuerdo hasta el **19 de julio de 2024**. Para conocer todos los detalles, consulte el Acuerdo de Conciliación.

**La Audiencia de Aprobación Definitiva.** El Tribunal ha fijado una audiencia para el **1 de octubre de 2024 a las 2:00 p.m. E.T.**, a fin de decidir si aprueba el Acuerdo, los honorarios, costas y gastos de los abogados (hasta un tercio del Fondo del Acuerdo, o \$275,000, más costas y gastos razonables hasta un monto máximo de \$25,000); retribuciones por servicios (\$2,500,000 para cada Demandante Representante, con un pago total en concepto de retribución por servicios de \$7,500,000); y cualquier oposición. Usted o su abogado pueden hablar, a su propio costo, acerca de su oposición en la audiencia. **Más información.** Encontrará más información sobre sus derechos y opciones en el Aviso Detallado y en el Acuerdo de Conciliación disponibles en [www.SuncoastSettlement.com](http://www.SuncoastSettlement.com).

...aid — Imanaga — connection between the Japanese lefty and the passionate residents of Wrigley Field.

It started when Imanaga — wearing No. 18 in honor of Ben Zobrist, the World Series MVP when the Cubs won the title in 2016 — recited a couple of lines from the song “Go Cubs Go” during his introductory news conference.

He warms up to The Fratellis’ “Chelsea Dagger,” the goal-scoring song for the NHL’s Chicago Blackhawks. He has openly mused about switching his alarm to the sound of cheering fans at Wrigley to help him get started in the morning.

“What impresses me the most is how (much) fun he’s having here,” Padres pitcher Yu Darvish said via an interpreter. “Not just pitching ... but how he’s adjusting to life in the U.S. I think he’s really taking it in and enjoying it, so that part makes me happy, too.”

As Imanaga prepared for life in the majors, he spoke with Darvish about his experience. Imanaga and Darvish were teammates when Japan won last year’s World Baseball Classic, beating the United States in the final. The 37-year-old Darvish, who played for Chicago for three

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**LEGAL NOTICE**

Court-Approved Legal Notice

*Reardon et al. v. Suncoast Skin Solutions, Inc.*

Case No. 23-CA-000317 (Fla. 13th Jud. Cir. for Hillsborough Cty.)

**Personal information was impacted by a cybersecurity incident that Suncoast Skin Solutions discovered on approximately July 14, 2021, you may be entitled to benefits from a class action settlement.**

*In Court authorized this Notice. This is not junk mail, an advertisement, or a solicitation from a lawyer. Para una notificación en español, visite [www.SuncoastSettlement.com](http://www.SuncoastSettlement.com).*

**MESSAGE FROM THE COURT:** A settlement has been reached in a class action lawsuit concerning Suncoast Skin Solutions, Inc. (“Defendant”) and a security breach of its IT system (the “Data Security Incident”) that occurred on approximately July 14, 2021, when an unauthorized party accessed or potentially accessed Defendant’s computer system, including names, email addresses, phone numbers, home addresses, Social Security numbers (SSN), drivers’ license information, tax records, bank account and routing information, other personally identifying information, as well as information used to process health insurance claims, medical information, medical records and data, and other medical or protected health information.

**Who is in the Class?** The Class includes: All individuals whose Personal Information was compromised as a result of the Data Security Incident on or after July 14, 2021.

**Settlement Provide?** Please see the Settlement Agreement for full details. Generally, Class Members are eligible for the following relief from the \$825,000 Settlement Fund: (1) compensation for Unreimbursed Out-of-Pocket Expenses as a result of the Data Incident, up to a total of \$10,000 per person upon submission of a valid claim and supporting documentation; (2) compensation for up to four (4) hours of Lost Time, at \$25.00/hour (\$100 cap), for time lost due to the effects of the Data Incident. Claims for Lost Time can be combined with claims for Unreimbursed Out-of-Pocket Expenses; and (3) access to two (2) years of Medical Shield Complete medical and credit monitoring services. In addition to claims for Settlement Benefits exceeds the amount remaining in the Settlement Fund after paying Unreimbursed Out-of-Pocket Losses, Lost Time Payments, Credit Monitoring Services, Cost of Claims Administration, and Court approved Service Awards and Fee Award and Costs, the amount to be paid for valid Claims will be calculated on a *pro rata* basis. In the event residual funds remain after payment of all valid Claims for Settlement Benefits, the amount to be paid for valid Claims will be calculated on a *pro rata* basis. If any residual funds remain after this process, they will be provided to a charitable organization as a *cy pres* recipient, subject to Court Approval. For complete details, please see the Settlement Agreement, whose terms control, available at [www.SuncoastSettlement.com](http://www.SuncoastSettlement.com). **To be eligible to enroll in the Settlement, you must submit a valid and timely Claim Form.**

**How to Submit a Claim:** You must submit a Claim Form, available at [www.SuncoastSettlement.com](http://www.SuncoastSettlement.com). The Claim Form must be submitted electronically at [www.SuncoastSettlement.com](http://www.SuncoastSettlement.com) on or before **August 19, 2024**. Claims will be processed on a first-come, first-served basis.

**Waiver of Rights:** If you file a Claim Form, object to the Settlement, or do nothing, you will stay in the Class and be bound by its Release. You will be legally bound by all orders of the Court and you will not be able to be part of any other lawsuit against Defendant or related parties arising out of the Data Incident. If you do not file a Claim Form, you will not be bound by the Settlement or receive any benefits from it, you must exclude yourself by **July 19, 2024**. If you do not file a Claim Form, you may object to the Settlement by **July 19, 2024**. Please see the Settlement Agreement for more information.

...Hathcock told Rashada he would provide “whatever Jaden needed to come to UF,” the suit says. Hathcock is one of Florida’s biggest donors; his name is on the suite tower at Ben Hill Griffin Stadium.

A few days after the trip, Rashada publicly committed to Miami. The suit said he had a \$9.5 million deal to join the Hurricanes.

That fall, Hathcock and Marcus Castro-Walker — then the Gators’ director of name, image and likeness — worked on a package worth \$13.85 million over four years. According to the complaint, it included a \$500,000 signing bonus and would be paid by Hathcock, his car company (Velocity Automotive) and his name, image and likeness collective (Gator Guard).

Rashada agreed to the terms and flipped to Florida. The deal fell apart. As Rashada awaited \$500,000 in December 2022, the Gator Collective ended the contract. Hathcock’s Gator Guard reclaimed the deal.

...Ruiz told The Athletic that neither he nor his company ever had a \$9.5 million deal with Rashada.

Rashada was still waiting for the half-million-dollar payment on the December signing day, so he waited to submit his UF paperwork. That’s when, according to the suit, Napier intervened. He told the recruit’s father that Hathcock would send \$1 million once Rashada signed with the Gators that day. Florida’s name, image and likeness director, Castro-Walker, stressed Napier’s “power as head coach” and told Rashada’s agent the deal would come through.

Less than an hour later, Rashada signed with the Gators. The \$1 million never arrived. Rashada, 20, left for Arizona State, then last month transferred to Georgia.

The complaint argues Napier, Hathcock and Castro-Walker committed fraud and negligence while interfering with contracts because they never had the funds to pay Rashada or the intention to do so. Hathcock’s car company is also a defendant; the Gators are not.

...plaint, UAA said Steve McClain Napier’s personal and we will direct negotiations to those parties.”

Napier had commented. Castro-Walker no longer employed Gators, and his name, image and likeness collective (Florida’s) launched Rashada’s drew scrutiny from the NCAA over potential violations of name, image and likeness rules since changed.

The player’s representation for the \$1 million deal could have made the deal and punitive damages “assist in determining similar cases.”

Rashada’s attorney, Rusty Hardin, represented Florida’s quarterback Deshaun Watson and former MLB pitcher Roger Clemens.

The case could have crucial off-season consequences for his 11-14 through the season.

Contact Matt Baker at [mbaker@tampabay.com](mailto:mbaker@tampabay.com). Follow @MBaker.

**FREE ADMISSION**



**TAMPA BAY HOME SHOW**

**Presented by Tampa Bay Times**

**Saturday, August 3  
10 a.m. to 5 p.m.**

**Sunday, August 4  
10 a.m. to 5 p.m.**

**Florida State Fairgrounds  
4800 US-301  
Tampa**





**Attention Home Improvement Special**

**— EXHIBIT D —**

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

Circuit Court of the 13th Judicial District for Hillsborough County, Florida  
*Reardon et al. v. Suncoast Skin Solutions, Inc.*  
Case No. 23-CA-00317

**IF YOUR PERSONAL INFORMATION WAS IMPACTED BY  
A CYBERSECURITY INCIDENT THAT SUNCOAST SKIN  
SOLUTIONS DISCOVERED ON JULY 14, 2021, A  
PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT  
YOUR RIGHTS**

*A state court authorized this Notice. You are not being sued.*  
*This is not a solicitation from a lawyer.*

- A Settlement has been reached with Suncoast Skin Solutions, Inc. (“Suncoast” or “Defendant”) in a class action lawsuit about a cybersecurity incident that Suncoast discovered on approximately July 14, 2021.
- The lawsuit is captioned *Reardon et al. v. Suncoast Skin Solutions, Inc.* Case No. 23-CA-000317 (Fla. 13th Jud. Cir.). Suncoast denies the allegations and all liability or wrongdoing with respect to any and all facts and claims alleged in the lawsuit. Plaintiffs and the Defendant agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible to receive payments. The Plaintiffs and their attorneys think the Settlement is best for all Settlement Class Members.
- You are included in this Settlement if you are a Settlement Class Member. A Settlement Class Member is an individual whose Personal Information was compromised as a result of the Data Incident discovered by Suncoast on approximately July 14, 2021.
- Your rights are affected whether you act or don’t act. Please read this Notice carefully.

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>		<b>DEADLINE</b>
<b>SUBMIT A CLAIM</b>	<p>The only way to receive cash and other benefits from this Settlement is by submitting a valid and timely Claim Form.</p> <p>You can submit your Claim Form online at <a href="http://www.SuncoastSettlement.com">www.SuncoastSettlement.com</a> or download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p>	<b>August 19, 2024</b>
<b>OPT OUT OF THE SETTLEMENT</b>	<p>You can choose to opt out of the Settlement and receive no benefits from the Settlement. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can elect to retain your own legal counsel at your own expense.</p>	<b>July 19, 2024</b>
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	<p>If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for benefits.</p>	<b>July 19, 2024</b>
<b>DO NOTHING</b>	<p>Unless you opt out of the settlement, you are part of the Settlement. If you do nothing, you will not get a payment from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.</p>	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.



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## BASIC INFORMATION

### 1. Why was this Notice issued?

A state court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is captioned *Reardon et al. v. Suncoast Skin Solutions, Inc.* Case No. 23-CA-000317 (Fla. 13th Jud. Cir.). The people that filed this lawsuit are called the “Plaintiffs” and the company they sued, Suncoast, is called the “Defendant.”

### 2. What is this lawsuit about?

This lawsuit alleges that personal information was impacted by the cybersecurity incident that Suncoast discovered on approximately July 14, 2021 (“Data Incident”).

### 3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are known as “Class Representatives” or “Plaintiffs.” Together, the people included in the class action are called a “class” or “class members.” One court resolves the lawsuit for all settlement class members, except for those who opt out from a settlement. In this Settlement, the Class Representatives are Jeremy Reardon, Linda Potter, and Frankie Solomon.

## 4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or the Defendant. The Defendant denies all claims and contends that it has not violated any laws. Plaintiffs and the Defendant agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible to receive payments. The Plaintiffs and their attorneys think the Settlement is best for all Settlement Class Members.

## WHO IS IN THE SETTLEMENT?

### 5. Who is included in the Settlement?

The Settlement Class consists of all individuals whose Personal Information was compromised as a result of the Data Incident discovered by Suncoast on approximately July 14, 2021.

### 6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are (i) all Settlement Class Members who opt-out of the Settlement Class by timely and validly requesting exclusion from the Settlement Class; (ii) any judicial officer presiding over this matter and the members of their immediate families and judicial staff; (iii) Defendant's affiliates, parents, subsidiaries, officers, agents, and directors; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

If you are not sure whether you are included in the Settlement Class, you can ask for free help by emailing or writing to Settlement Administrator at:

[info@SuncoastSettlement.com](mailto:info@SuncoastSettlement.com)

*Suncoast Skin Solutions Settlement*, c/o Settlement Administrator  
P.O. Box 3413, Baton Rouge, LA 70821

You may also view the Settlement Agreement and Release ("Settlement Agreement") at [www.SuncoastSettlement.com](http://www.SuncoastSettlement.com).

## THE SETTLEMENT BENEFITS

### 7. What does the Settlement provide?

Under the Settlement, Suncoast will establish a \$825,000 Settlement Fund which will be used to pay valid and timely claims for Unreimbursed Out-of-Pocket Losses, Lost Time, and Credit Monitoring as well as settlement notice and administration costs, attorneys' fees and expenses, and Plaintiffs' service awards.

## 8. How much will my payment be?

Payments will vary—Settlement Class Members may submit a Claim Form for: (1) compensation for Unreimbursed Out-of-Pocket Losses incurred as a result of the Data Incident, up to a total of \$10,000 per person upon submission of a valid claim and supporting documentation; (2) compensation for up to four (4) hours of Lost Time, at \$25.00/hour (\$100 cap), for time spent mitigating the effects of the Data Incident. Claims for Lost Time can be combined with claims for Unreimbursed Out-of-Pocket Losses; and (3) access to two (2) years of Medical Shield Complete medical and credit monitoring services.

**Unreimbursed Documented Out-of-Pocket Losses:** All Settlement Class Members may submit a Claim Form for payment of up to \$10,000.00 as compensation for documented unreimbursed economic losses resulting from and which are “fairly traceable” to the Incident. Out-of-Pocket Losses will be deemed “fairly traceable” if (1) the timing of the loss occurred on or after July 14, 2021 (or the earliest verifiable date the Incident occurred) and before the Claims Deadline; and (2) the Personal Information used to commit identity theft or fraud consisted of the same type of Personal Information that was provided to Defendant prior to the Incident.

Out-of-Pocket Losses may include, without limitation, the following: (1) unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Class Member's personal information; (2) costs associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (3) expenses involving notary, fax, postage, copying, mileage, and long-distance telephone charges; (4) costs associated with credit monitoring or identity theft insurance or other mitigative costs if incurred as a result of the Incident; and (5) unpaid time off work to address issues fairly traceable to the Incident at the actual hourly rate of that class member.

**Lost Time Claims:** All Settlement Class Members may submit a Claim Form for compensation of up to four (4) hours of lost time, compensable at a rate of \$25.00 per hour, for a maximum of \$100.00, for time spent in attempting to mitigate and prevent fraud or to remedy actual fraud or identity theft as a result of the Incident.

Claims for lost time may include, without limitation, time spent dealing with replacement card issues, reversing fraudulent charges, or monitoring accounts, but only if at least one full hour was spent. Settlement Class Members who make a Claim for a Lost Time Payment must affirmatively indicate their election of this Settlement Benefit on the Claim Form, and attest that the claimed lost time is accurate and not otherwise reimbursable through insurance. This Settlement Benefit may be selected in addition to submitting a Claim for Credit Monitoring Services and other Out-of-Pocket Losses.

**Credit Monitoring Services.** All Settlement Class Members who submit a valid Claim are eligible to enroll in two years of Medical Shield Complete medical and credit monitoring services.

In the event the amount of Claims for Settlement Benefits exceeds the amount remaining in the Settlement Fund after paying Claims for Out-of-Pocket Losses, Lost Time Payments, Credit Monitoring Services, Cost of Claims Administration, and factoring in all Court approved Service Awards and Fee Award and Costs, the amount to be paid for valid Claims will be reduced on a *pro rata* basis. In the event residual funds remain after payment of all valid Claims for Settlement Benefits, and payment of the Cost of Claims Administration and Court approved Service Awards and Fee Award and Costs, all valid Claims will be increased on a *pro rata* basis. If any residual funds remain after this process, they will be provided to a mutually agreeable charitable organization as a *cy pres* recipient, subject to court approval.

## 9. What claims am I releasing if I stay in the Settlement Class?

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The “Releases” section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at [www.SuncoastSettlement.com](http://www.SuncoastSettlement.com).

## HOW TO GET A PAYMENT - MAKING A CLAIM

## 10. How do I submit a claim and get a cash payment?

You may file a claim if you are an individual whose Personal Information was compromised as a result of the Data Incident discovered by Suncoast on approximately July 14, 2021.

Claim Forms may be submitted online at [www.SuncoastSettlement.com](http://www.SuncoastSettlement.com) or printed from the website and mailed to the Settlement Administrator at: *Suncoast Skin Solutions Settlement*, c/o Settlement Administrator, P.O. Box 3413, Baton Rouge, LA 70821.

You may also contact the Settlement Administrator to request a Claim Form by telephone 1-877-749-1266, by email [info@SuncoastSettlement.com](mailto:info@SuncoastSettlement.com), or by U.S. mail at the address above.

## 11. What is the deadline for submitting a claim?

If you submit a claim by U.S. mail, the completed and signed Claim Form must be postmarked by **August 19, 2024**. If submitting a Claim Form online, you must do so by **August 19, 2024**.

## 12. When will I get my payment?

The Court is scheduled to hold a final approval hearing on October 1, 2024, at 2:00 pm E.T. to decide whether to approve the Settlement, how much attorneys' fees and costs to award to Settlement Class Counsel for representing the Settlement Class, and whether to award a Service Award to the Class Representative who brought this Action on behalf of the Settlement Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed as soon as possible, if and when the Court grants final approval to the Settlement and after any appeals are resolved.

## THE LAWYERS REPRESENTING YOU

### 13. Do I have a lawyer in the case?

Yes, the Court appointed the law firms of Morgan & Morgan and Turke & Strauss LLP to represent you and other members of the Settlement Class ("Settlement Class Counsel"). You will not be charged directly for these lawyers; instead, they will receive compensation from Suncoast (subject to Court approval). If you want to be represented by your own lawyer, you may hire one at your own expense.

### 14. Should I get my own lawyer?

It is not necessary for you to hire your own lawyer because Settlement Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

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

Settlement Class Counsel will file a motion for an award of attorneys' fees and litigation costs and expenses to be paid from the Settlement Fund in an amount not to exceed one-third of the Settlement Fund, or \$275,000, plus reasonable costs and expenses not to exceed \$25,000.

Settlement Class Counsel will also seek a service award payment for the Class Representatives in recognition for their contributions to this Action in the amount of \$2,500.00 to each Representative Plaintiff, for a total service award of \$7,500.00.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 16. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right, if any, to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called "opting out" of the Settlement Class. The deadline for requesting exclusion from the Settlement is **July 19, 2024**.

To exclude yourself from the Settlement, you must submit a written request for exclusion that includes the following information:

- the case name: *Jeremy Reardon, Linda Potter, and Frankie Solomon, individually and on behalf of all similarly situated persons, v. Suncoast Skin Solutions, Inc.*, Civil Action.: 23-CA-000317, in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida;
- your full name;
- current address and telephone number;
- personal signature; and
- contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *Jeremy Reardon, Linda Potter, and Frankie Solomon, individually and on behalf of all similarly situated persons, v. Suncoast Skin Solutions, Inc.*, Civil Action: 23-CA-000317, in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida.”

Your request for exclusion must be mailed to the Settlement Administrator at the address below, postmarked no later than **July 19, 2024**.

*Suncoast Skin Solutions Security Incident Settlement Administrator*  
ATTN: Exclusion Request  
P.O. Box 3413  
Baton Rouge, LA 70821

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive a payment or any other benefits under the Settlement if you exclude yourself. You may only exclude yourself – not any other person.

## **COMMENTING ON OR OBJECTING TO THE SETTLEMENT**

### **17. How do I tell the Court if I like or do not like the Settlement?**

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve the Settlement.

For an objection to be considered by the Court, the objection must include: (i) the case name and number; (ii) the objector’s full name, address, telephone number, and any e-mail address; (iii) contain a signed statement by the objector that he or she believes they are a member of the Settlement Class and all information and proof that the objector is a Settlement Class Member (*e.g.*, copy of Notice, copy of original notice of the Incident); (iv) a written statement identifying 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 Approval Hearing; (vii) specify whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (viii) include all documents or writings that the objector desires the Court to consider; (ix) list all persons who will be

called to testify at the Final Approval Hearing in support of the objection; (x) the objector’s signature and the signature of the objector’s duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and (xi) be filed or postmarked by on or before the Objection Deadline. In addition to the foregoing, objections should also provide the following information: (a) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector’s counsel has filed an objection to any proposed class action settlement within the last three (3) years; and (b) a list, by case number, court, and docket number, of all other cases in which the objector has been named a plaintiff in any class action or served as a lead plaintiff or class representative.

Any Settlement Class Member who does not file a timely and adequate objection in accordance with above paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action.

Objections must be mailed to Defendant’s counsel via first class U.S. postal mail and filed with the Court no later than **July 19, 2024**:

<b>Filed with the Court</b>	<b>Mailed to Defendant’s Counsel</b>
Circuit Court of the Thirteenth Judicial Circuit, Hillsborough County, Florida  Attention: Hillsborough County Clerk of Court  800 E. Twigg St.  Tampa, Florida 33602	Jennifer S. Stegmaier  Wilson Elser Moskowitz Edelman & Dicker LLP  55 West Monroe Street, Suite 3800  Chicago, Illinois 60603

## 18. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

### **THE COURT’S FINAL APPROVAL HEARING**

## 19. When is the Court’s Final Approval Hearing?

The Court is scheduled to hold a final approval hearing on **October 1, 2024 at 2:00 p.m. E.T.**, at via the Court’s Zoom Link: <https://zoom.us/j/3058068636>, Zoom Meeting ID: 305-806-8636, to decide whether to approve the Settlement, how much attorneys’ fees and costs to award to Settlement Class Counsel for representing the Settlement Class, and whether to award a service award payment to each Representative Plaintiff who brought this Action on behalf of the Settlement Class. If you are a Settlement Class Member, you or your attorney may ask permission to speak at the hearing at your

own cost. The date and time of this hearing may change without further notice. Please check [www.SuncoastSettlement.com](http://www.SuncoastSettlement.com) for updates.

## 20. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you file an objection, you do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time and in accordance with the requirements above, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary for the Court to consider an objection that was filed on time and meets the requirements above.

### IF I DO NOTHING

## 21. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up the rights explained in **Question 9**, including your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties, as defined in the Settlement Agreement, about the legal issues resolved by this Settlement. In addition, you will not receive a payment from this Settlement.

### GETTING MORE INFORMATION

## 22. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, [www.SuncoastSettlement.com](http://www.SuncoastSettlement.com).

If you have additional questions, you may contact the Settlement Administrator by email, phone, or mail:

Email: [info@SuncoastSettlement.com](mailto:info@SuncoastSettlement.com)

Toll-Free: 1-877-749-1266

Mail: Suncoast Skin Solutions Security Incident Settlement Administrator, P.O. Box 3413, Baton Rouge, LA 70821.

Publicly filed documents can also be obtained by visiting the office of the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida or by reviewing the Court's online docket.

**PLEASE DO NOT CONTACT THE COURT OR SUNCOAST SKIN SOLUTIONS**

Questions? Call 1-877-749-1266 Toll-Free or Visit [www.SuncoastSettlement.com](http://www.SuncoastSettlement.com)



Suncoast Skin Solutions Settlement Administrator  
P.O. Box 3413  
Baton Rouge, LA 70821

**Your Claim Form Must Be Postmarked By  
August 19, 2024**

## ***Reardon, et. al. v. Suncoast Skin Solutions, Inc.***

Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, Case No. 23-CA-00317

### **Claim Form**

This Claim Form is to be used to apply for benefits related to the Data Incident that Suncoast Skin Solutions, Inc. ("Defendant") discovered on approximately July 14, 2021. There are three (3) types of benefits for which Settlement Class Members may be eligible: (1) compensation for Unreimbursed Out-of-Pocket Losses incurred as a result of the Data Incident, up to a total of \$10,000 per person upon submission of a valid claim and supporting documentation; (2) compensation for up to four (4) hours of Lost Time, at \$25.00/hour (\$100 cap), for time spent mitigating the effects of the Data Incident. Claims for Lost Time can be combined with claims for Unreimbursed Out-of-Pocket Losses; and (3) two (2) years of Medical Shield Complete medical and credit monitoring services. To receive these benefits, Settlement Class Members must submit a signed, valid Claim Form. In the event that the total amount of Approved Claims exceeds the amount of the Net Settlement Fund, then the cash Settlement Payments to be paid for Approved Claims shall be proportionately reduced on a pro rata basis and paid in accordance with the terms and conditions of the Settlement Agreement.

To submit a claim, you must be a Settlement Class Member whose Personal Information was potentially compromised in the Data Incident and/or received Notice of this settlement with a Settlement Claim ID.

**Please be advised that any supporting documentation that you would like to provide must be submitted with this Claim Form.** If you have questions about this Claim Form, please visit the Settlement Website at [www.SuncoastSettlement.com](http://www.SuncoastSettlement.com) for additional information. Failure to submit required documentation, or to complete all parts of the Claim Form, may result in denial of the claim, delay its processing, or otherwise adversely affect the claim.

**PLEASE KEEP A COPY OF YOUR CLAIM FORM, SUPPORTING DOCUMENTATION, AND PROOF OF MAILING FOR YOUR RECORDS.**

### **A. Class Member Name and Contact Information**

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this form.

_____	_____	
First Name*	Last Name*	
_____		
Mailing Address: Street Address/P.O. Box (include Apartment/Suite/Floor Number)*		
_____		
_____	_____	_____
City*	State*	Zip Code*
_____		
Email Address*		
_____		
_____	_____	
Telephone Number*	Settlement Claim ID*	

## B. Reimbursement for Out-of-Pocket Losses

Check this box if you suffered verifiable financial losses as a result of the Data Incident.

If it is verified that you meet all the criteria described in the Settlement Agreement, **and you submit documentation** that proves your losses and the dollar amount of those losses, you are eligible to receive a payment compensating you for your documented Out-of-Pocket Losses of up to **\$10,000 per person**. Out-of-Pocket Losses includes: (1) unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Class Member's Personal Information; (2) costs associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (3) expenses involving notary, fax, postage, copying, mileage, and long-distance telephone charges; (4) costs associated with credit monitoring or identity theft insurance or other mitigative costs if incurred as a result of the Incident; and (5) unpaid time off work to address issues fairly traceable to the Incident at the actual hourly rate of that class member.

**Providing adequate proof of your losses does not guarantee that you will be entitled to receive the full amount claimed. All claims will also be subject to an aggregate maximum payment amount, as explained in the Settlement Agreement. If the amount of losses claimed exceeds the maximum amount of money available under the Settlement Agreement, then the payment for your claim will be reduced on a pro rata basis. If you would like to learn more, please review the Settlement Agreement for further details.**

For each loss that you believe was incurred as a result of the Data Incident, please provide a description of the loss, the date of the loss, the dollar amount of the loss, and all documentation that supports the loss. **You must provide ALL this information for this claim to be processed.** Supporting documents must be submitted with this Claim Form.

**If you fail to provide sufficient supporting documents, the Settlement Administrator will deny your claim.** Please provide only copies of your supporting documents and keep all originals for your personal files. The Settlement Administrator will have no obligation to return any supporting documentation to you. A copy of the Settlement Administrator's privacy policy is available at <https://www.SuncoastSettlement.com/privacy-policy/>. Please do not directly communicate with Defendant regarding this matter. All inquiries are to be sent to the Settlement Administrator.

Description of Loss	Date of Loss (MM/DD/YY)	Amount of Loss	Documentation Description
<i>Example: Identity Theft Protection Service</i>	07 / 17 / 20	\$ 50.00	<i>Copy of identity protection service bill</i>
<i>Example: fees paid to a professional to remedy a falsified tax return</i>	02 / 28 / 21.	\$ 25.00	<i>Copy of the professional services bill</i>
	/ /	\$	
	/ /	\$	
	/ /	\$	
	/ /	\$	
	/ /	\$	
	/ /	\$	
	<b>TOTAL AMOUNT CLAIMED:</b>	\$	

## C. Reimbursement for Lost Time

Class Members may submit a claim for up to four (4) hours of time spent remedying issues related to the Data Incident. Four (4) hours of lost time may be reimbursed at \$25 per hour (\$100 cap) if you provide an attestation as to the time you spent remedying issues related to the Data Incident.

Examples of lost time spent remedying issues related to the Data Incident may include time spent remedying identity theft, fraud, misuse of private information, credit monitoring, or freezing credit reports.

**Yes, I understand that I am submitting this Claim Form and the affirmation it makes as to my seeking relief for Lost Time under penalty of perjury. I further understand that failure to check this box may render my Claim for Lost Time null and void.**

Hours spent remedying issues related to the Data Incident (4 hour maximum)  hours

### **D. Credit Monitoring Services**

Class Members are eligible to enroll in two (2) years of Medical Shield Complete medical and credit monitoring services.

By checking the below box, I choose to enroll in Credit Monitoring Services.

Yes, I choose to enroll in Credit Monitoring Services.

### **E. Payment Options**

Settlement Class Members whose claim forms are determined to be timely and valid will receive their cash payments via an electronic payment method or by check. Please ensure you provide a current, valid email address in Section I of this claim form. If the email address you include with your submission becomes invalid for any reason, it is your responsibility to provide accurate contact information to the Settlement Administrator to receive a payment.

Please select from **one** of the following payment options:

**Venmo**

\_\_\_\_\_  
Venmo Account Email Address or Phone Number

**Zelle**

\_\_\_\_\_  
Zelle Account Email Address or Phone Number

**PayPal**

\_\_\_\_\_  
PayPal Account Email Address or Phone Number

**E-MasterCard**

\_\_\_\_\_  
Your Current Email Address

**Physical Check:** Payment will be mailed to the address provided in Section A above.

### **F. Class Member Affirmation**

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 declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. I understand that this claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this Claim or additional information from me. I also understand that all claim payments 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 Settlement Administrator.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

— **EXHIBIT E** —

## Exclusion Requests

*Reardon et. al. v. Suncoast Skin Solutions, Inc., Case No. 23-CA-00317*

Count	First Name	Last Name	State	Submission Date
1	Gina	MacLellan	FL	5/19/2024
2	Martin	Shelby	FL	6/24/2024