

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

ANGELICA DIPIERRO, *on behalf of herself and all
others similarly situated,*

Plaintiff,

v.

FLORIDA HEALTH SCIENCES CENTER
INC. d/b/a TAMPA GENERAL HOSPITAL, a
Florida corporation,

Defendant.

Case No.: 23-CA-013984

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

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

WHEREAS, on August 27, 2024, the Court entered its Preliminary Approval Order, which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action should proceed as a class action and certified the Settlement Class; (3) appointed Plaintiffs as Class Representatives; (4) appointed Jeff Ostrow and Kristen Lake Cardoso of Kopelowitz Ostrow P.A. as Class Counsel; (5) approved the form and manner of Notice and the Notice Program; (6) approved the Claim process and Claim Form; and (7) set the Final Approval Hearing date;

WHEREAS, thereafter, Notice was provided to the Settlement Class in accordance with the Court's Preliminary Approval Order by direct Postcard Notice, and the Long Form Notice was

available to Settlement Class members on the Settlement Website or on request to the Settlement Administrator;

WHEREAS, on February 3, 2025, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider settlement Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards;

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

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Order incorporates the definitions in the Settlement Agreement and Releases and all capitalized terms used in this Order have the same meanings as set forth in that Agreement, unless otherwise defined herein.

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

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

settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation.

4. A list of the individuals who have opted-out of the Settlement is attached hereto as *Exhibit A*. Those individuals will not be bound by the Agreement or the Releases contained therein.

5. Based on the information presented to the Court, the Claim process has proceeded as ordered and consistent with the Agreement and Preliminary Approval Order. All Settlement Class Members who submitted Valid Claims shall receive their Settlement Class Member Benefits pursuant to the Settlement's terms. All Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

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

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

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

9. All Parties to this Action, including all Settlement Class Members, are bound by the Settlement as set forth in the Agreement and this Order.

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

11. The appointment of Jeff Ostrow and Kristen Lake Cardoso of Kopelowitz Ostrow P.A. as Class Counsel is affirmed.

12. The Court affirms its findings that the Settlement Class meets the relevant requirements of Florida Rule of Civil Procedure 1.220(a) and (b)(2) and (3) for only the purposes of the Settlement in that: (1) the number of members of the Settlement Class is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the members of the Settlement Class; (3) the claims of the Plaintiffs are typical of the claims of the members of the Settlement Class; (4) the Plaintiffs are adequate representatives for the Settlement Class, and have retained experienced and adequate Class Counsel; (5) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and (6) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. In finding the Settlement fair, reasonable, and adequate, the Court has also considered that there were no objections to the Settlement, and only 23 opt-outs, indicating an overwhelming positive reaction from the Settlement Class, and the opinion of competent counsel concerning such matters.

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

All persons in the United States who were sent notification from TGH that their Private Information was potentially compromised as a result of the Data Security Incident that occurred between May 12, 2023, and May 30, 2023, and discovered by TGH on or about May 31, 2023.

Excluded from the Settlement Class are (a) all persons who are governing board members of TGH; (b) governmental entities; and (c) the Court, the Court's immediate family, and Court staff.

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

15. As of the Effective Date, and in exchange for the relief described in the Agreement, the Releasing Parties shall automatically be deemed to have fully, finally, and irrevocably released and forever discharged the Released Parties of, and shall be forever barred from instituting,

maintaining, or prosecuting, any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to (a) the Data Security Incident; or (b) any of the alleged violations of laws or regulations cited in the Complaint.

16. With respect to the Released Claims, Plaintiffs and Settlement Class Members, expressly understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs and Settlement Class Members explicitly took that into account in entering into the Agreement, and a portion of the consideration and the mutual covenants contained therein, having been bargained for between Plaintiffs and Defendant with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Consequently, Plaintiffs and the Settlement Class Members shall be deemed to have, and by operation of the Settlement shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code (to the extent it is applicable, or any other similar provision under federal, state or local law to the extent any such provision is applicable), which reads:

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

17. If, consistent with the plan of distribution set forth in the Settlement, there are funds remaining in the Settlement Fund 20 days following the 180-day check negotiation period, all

remaining funds shall be distributed to Metropolitan Ministries, Inc. d/b/a Metro Ministries, in Tampa, Florida, as the *cy pres* recipient, which the Court approves.

18. Class Counsel is awarded \$2,266,666.66, for attorneys' fees and \$22,869.39 for costs. These payments shall be made out of the Settlement Fund in accordance with the Agreement. The Court evaluated settlement Class Counsel's request using a common fund analysis applying the factors in *Kuhnlein v. Dep't of Revenue*, 662 So. 2d 309 (Fla. 1995), and concludes that amount is fair and within the range of reason.

19. The Class Representatives shall be awarded Service Awards in the amount of \$2,500.00 each. The Service Awards shall be payable out of the Settlement Fund in accordance with the Agreement.

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

21. The Court hereby retains and reserves jurisdiction over: (1) implementation of this Settlement and any distributions to the Settlement Class Members; (2) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (3) all Parties, for the purpose of enforcing and administering the Settlement.

22. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered and releases delivered

in connection with the Settlement shall be null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The Action shall return to its status immediately prior to execution of the Agreement.

23. With the exception of those listed on *Exhibit A*, all Settlement Class Members shall be bound by this Order.

24. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith pursuant to Florida Rules of Civil Procedure.

DONE AND ORDERED in Tampa, Hillsborough County, Florida, this _____ day of _____, 2025.

Electronically Conformed 2/3/2025
Cynthia Oster

CYNTHIA S. OSTER
CIRCUIT COURT JUDGE

Copies Furnished to:

Counsel of Record

EXHIBIT A

Opt-Out List

- 1 RENEE ANN MAGNO
- 2 CAROL S HOLM
- 3 MICHAEL WARHOLA
- 4 MIE RUSSELL
- 5 VERONICA MORSE
- 6 JULIA K RATH
- 7 TEYA B SMITH
- 8 MICHELLE DICOSTANZO
- 9 BONNIE L SLONIM
- 10 GREGORY P MCLENDON
- 11 VALERIA ARROYO-QUILES
- 12 SUSAN KAVANAUGH
- 13 CHRISTOPHER T BAKER
- 14 CASSAUNDR A SMITH
- 15 STANLEY R RUSSELL
- 16 ROBERT STITT
- 17 CYNTHIA D CLINE
- 18 CHRIST BAKER
- 19 DARLISA SCHAERER
- 20 MARIA FUENTES
- 21 JENNIFER L PALMER
- 22 ALEXIS PALMER
- 23 ELIZABETH JURKIEWICZ
- 24 MARTIN S SHELBY
- 25 SKY RUSSELL
- 26 ADALINE KENT
- 27 JASON DESILVA
- 28 SUSETT PEREZ
- 29 AUSTIN KENT
- 30 ALEXANDRA KENT
- 31 ANITA L PERET
- 32 VANESSA COREY ENGELHARDT