

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO. 21-MD-02994-RAR

In re:

**MEDNAX SERVICES, INC.,
CUSTOMER DATA SECURITY BREACH LITIGATION**

This Document Relates to All Actions

**ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT
AND PLAINTIFFS' MOTION FOR ATTORNEYS' FEES AND COSTS**

THIS CAUSE comes before the Court upon Plaintiffs', Gregory Baum, as legal guardian of a minor child whose initials are A.B.; Abigail Bean, as legal guardian of a minor child whose initials are C.B.; Chaya Clark; Chelsea Cohen, as parent and legal guardian of A.H.; Jessica Jay, as legal guardian of a minor child whose initials are B.J.; Gerald Lee; Joseph Larsen, as parent and legal guardian of a minor child whose initials are A.L.; Brooke Nielsen; Michael Rumely, as legal guardian of minor children whose initials are H.R. and M.R.; Matias Soto, as legal guardian of a minor child whose initials are M.S.; and A.W. by and through her Next Friend, B.W. ("Plaintiffs" or "Settlement Class Representatives"), Unopposed Motion for Final Approval of Class Action Settlement, filed on September 20, 2024 ("Final Approval Motion"), [ECF No. 325], Plaintiffs' Unopposed Motion for Attorney Fees, filed on July 26, 2024 ("Fee Motion"), [ECF No. 324], and Plaintiffs' Unopposed *Ore Tenus* Motion for Administration Costs made during the Final Approval Hearing on October 4, 2024, [ECF No. 327] (together, the "Motions").

On April 10, 2024, this Court entered an order granting preliminary approval ("Preliminary Approval Order"), [ECF No. 320], of the Settlement between (a) the Settlement Class Representatives, on behalf of themselves and the Settlement Class; (b) Mednax Inc., Mednax

Services, Inc., Pediatrix Medical Group, and Pediatrix Medical Group of Kansas, P.C. (collectively, “Mednax”); and (c) American Anesthesiology, Inc. (“AA” and with Mednax, “Defendants”), as memorialized in Exhibit 1, [ECF No. 317-1], to the Declaration of William B. Federman In Support of Plaintiffs’ Unopposed Motion for Preliminary Approval.¹ On June 10, 2024, pursuant to the notice requirements set forth in the Settlement and the Preliminary Approval Order, the Settlement Class Members were apprised of the nature and pendency of the Action, the terms of the Settlement, and their rights to request exclusion, object, and/or appear at the Final Approval Hearing. *See* Declaration of Omar Silva Regarding Notice Procedures, Claims Update, and Settlement Administration (“Silva Declaration”), [ECF No 325-1].

On October 4, 2024, the Court held a Final Approval Hearing, [ECF No. 327], to determine, *inter alia*: (1) whether the Settlement is fair, reasonable, and adequate; and (2) whether judgment should be entered dismissing all claims in the Consolidated Complaint with prejudice. Prior to the Final Approval Hearing, Class Counsel filed a declaration, [ECF No. 326], from the Settlement Administrator confirming that the Notice Plan was completed in accordance with the Parties’ instructions and the Preliminary Approval Order. Therefore, the Court is satisfied that Settlement Class Members were properly notified of their right to appear at the Final Approval Hearing in support of or in opposition to the proposed Settlement and the award of Attorneys’ Fees and Expenses.

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order; having heard the presentation of Class Counsel and counsel for Defendants; having reviewed all of the submissions presented with respect to the proposed Settlement; having determined that the Settlement is fair, adequate, and reasonable; having

¹ The capitalized terms used in this Final Approval Order and Judgment shall have the same meaning as defined in the Settlement except as may otherwise be indicated.

carefully considered the application made by Class Counsel for Attorneys' Fees and Expenses; and being otherwise fully advised, it is hereby

ORDERED AND ADJUDGED that the Motions are **GRANTED** as set forth herein.

BACKGROUND

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all Parties thereto, including the Settlement Class Members. The Court also has personal jurisdiction over the Parties and the Settlement Class Members.

2. The Settlement was entered into in good faith following arms' length negotiations and is non-collusive.

3. The Settlement is, in all respects, fair, reasonable, and adequate, is in the best interests of the Settlement Class, and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays and uncertainties, including as to the outcome, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement is fair, reasonable, adequate and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the Settlement.

4. This Court grants final approval of the Settlement, including, but not limited to, the releases in the Settlement and the plans for distribution of the settlement relief. The Court finds that the Settlement is in all respects fair, reasonable, adequate, and in the best interest of the Settlement Class. Therefore, all Settlement Class Members who have not opted out are bound by the Settlement and this Final Approval Order and Judgment.

5. The Settlement and every term and provision thereof—including, without limitation, the Releases—are incorporated herein as if explicitly set forth herein and shall have the full force of an Order of this Court.

6. The Parties shall effectuate the Settlement in accordance with its terms.

OBJECTIONS AND OPT-OUTS

7. No objections were filed by Settlement Class Members.

8. All persons and entities who have not objected to the Settlement in the manner provided in the Settlement are deemed to have waived any objections to the Settlement, including, but not limited to, by appeal, collateral attack, or otherwise.

9. A list of those putative individuals who have timely and validly elected to opt out of the Settlement in accordance with the requirements in the Settlement (the “Opt-Out Members”) has been submitted to the Court in the Silva Declaration, [ECF No. 325-1], filed in advance of the Final Approval Hearing. That list is attached as Exhibit A to this Order. The persons and/or entities listed in Exhibit A are not bound by the Settlement, or this Final Approval Order and Judgment, and are not entitled to any of the benefits under the Settlement. A total of 144 opt-outs were submitted. Opt-Out Members listed in Exhibit A shall be deemed not to be Releasing Parties. Further information regarding the administration of claims under the Settlement is detailed in the Supplemental Declaration of Zach Cooley Regarding Claims Status and Settlement Administration (“Cooley Declaration”), [ECF No. 326].

LEGAL STANDARD

10. It is well established that “[a] class may be certified solely for purposes of settlement [if] a settlement is reached before a litigated determination of the class certification issue.” *Borcea v. Carnival Corp.*, 238 F.R.D. 664, 671 (S.D. Fla. 2006) (cleaned up). “There is a strong judicial policy in favor of settlement, in order to conserve scarce resources that would otherwise be devoted to protracted litigation.” *Id.* In deciding whether to provisionally certify a settlement class, a court must consider the same factors that it would consider in connection with a proposed litigation class—*i.e.*, all Rule 23(a) factors and at least one subsection of Rule 23(b)

must be satisfied—except that the Court need not consider the manageability of a potential trial, since the settlement, if approved, would obviate the need for a trial. *See id.* at 671–672.; *see also Diakos v. HSS Sys., LLC*, 137 F. Supp. 3d 1300, 1306 (S.D. Fla. 2015) (explaining a court evaluates whether certification of a settlement class is appropriate under Federal Rule of Civil Procedure 23(a) and (b)); *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

11. Rule 23(a) requires: (1) numerosity, (2) commonality, (3) typicality, and (4) adequacy of representation. *See* FED. R. CIV. P. 23(a)(1)–(4). Rule 23(b)(3) requires that (1) “the questions of law or fact common to class members predominate over any questions affecting only individual members” and (2) “a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” FED. R. CIV. P. 23(b)(3). The Eleventh Circuit also requires that the class representatives have standing to sue and that the proposed class is adequately defined and clearly ascertainable. *See Prado-Steiman ex rel Prado v. Bush*, 221 F.3d 1266, 1279 (11th Cir. 2000); *see also Little v. T-Mobile USA, Inc.*, 691 F.3d 1302, 1304 (11th Cir. 2012).

12. If certification of a settlement class is appropriate, a court then determines if the proposal is “fair, reasonable, and adequate.” FED. R. CIV. P. 23(e)(2). To do so, the Court considers whether:

(A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm’s length; (C) the relief provided for the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney’s fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other.

Id.

13. Further, the Eleventh Circuit “instruct[s] district courts to consider several additional factors called the *Bennett* factors.” *In re Equifax Inc. Customer Data Sec. Breach Litig.*, 999 F.3d 1247, 1273 (11th Cir. 2021) (citing *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984)). These additional factors are:

there was no fraud or collusion in arriving at the settlement and . . . the settlement was fair, adequate and reasonable, considering (1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point on or below the range of possible recovery at which a settlement is fair, adequate and reasonable; (4) the complexity, expense and duration of litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of proceedings at which the settlement was achieved.

Bennett, 737 F.2d at 986 (“*Bennett* factors”). “Preliminary approval is appropriate where the proposed settlement is the result of the parties’ good faith negotiations, there are no obvious deficiencies, and the settlement falls within the range of reason.” *Smith v. Wm. Wrigley Jr. Co.*, No. 09-60646, 2010 WL 2401149, at *2 (S.D. Fla. June 15, 2010) (cleaned up).

CLASS CERTIFICATION

14. For purposes of the Settlement and this Final Approval Order and Judgment, the Court hereby finally certifies for settlement purposes only the following Settlement Class:

All persons residing in the United States who were notified in or around December 2020 and January 2021, via either written or substitute notice, that their PHI and PII may have been involved in the Incident. The Settlement Class specifically excludes: (i) Defendants, any Entity in which Defendants have a controlling interest, and Defendants’ officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff, and (iii) any individual who timely and validly opts out of the Settlement.

15. The Court determines that for settlement purposes the Settlement Class meets all the requirements of Rule 23(a), 23(b)(3), and 23(e), namely that the class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims

of the class representatives are typical of absent class members; that the class representatives will fairly and adequately protect the interests of the class as they have no interests antagonistic to or in conflict with the class and have retained experienced and competent counsel to prosecute this matter; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy. *See* Order Certifying Settlement Class and Granting Preliminary Approval of Class Action Settlement and Notice Program, [ECF No. 320], at 6–16 (analyzing class action settlement factors under Rule 23(a), 23(b)(3), and 23(e), as well as the *Bennett* Factors).

16. The Court grants final approval to the appointment of Plaintiffs Gregory Baum, as legal guardian of a minor child whose initials are A.B.; Abigail Bean, as legal guardian of a minor child whose initials are C.B.; Chaya Clark; Chelsea Cohen, as parent and legal guardian of A.H.; Jessica Jay, as legal guardian of a minor child whose initials are B.J.; Gerald Lee; Joseph Larsen, as parent and legal guardian of a minor child whose initials are A.L.; Brooke Nielsen; Michael Rumely, as legal guardian of minor children whose initials are H.R. and M.R.; Matias Soto, as legal guardian of a minor child whose initials are M.S.; and A.W. by and through her Next Friend, B.W. as the Settlement Class Representatives. The Court concludes that the Settlement Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

17. The Court grants final approval to the appointment of William B. Federman of Federman & Sherwood and Maureen M. Brady of McShane & Brady, LLC as Class Counsel. The Court concludes that Class Counsel has adequately represented the Settlement Class and will continue to do so.

NOTICE TO THE SETTLEMENT CLASS

18. The Court finds that the Notice Plan, set forth in the Settlement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class Members of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement, their right to exclude themselves, their right to object to the Settlement and to appear at the final approval hearing, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable laws.

19. The Court finds that Defendants have fully complied with the notice requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

AWARD OF ATTORNEY'S FEES

20. The Court has considered Class Counsel's Motion for Attorneys' Fees and Expenses.

21. The Court awards Class Counsel 30% of the gross Settlement Fund as an award of attorney's fees totaling \$1,800,000, and \$746,322.11 as an award of costs and expenses to be paid in accordance with the Settlement, and the Court finds this amount of fees, costs, and expenses to be fair and reasonable. This award of attorneys' fees, costs, and expenses, and any interest earned thereon, shall be paid from the Settlement Fund in accordance with the Settlement.

22. The fee request is supported by awards made in similar cases as "district courts in the Eleventh Circuit routinely approve fee awards of one-third of the common settlement fund." *Hanley v. Tampa Bay Sports & Ent. LLC*, No. 8:19-CV-550-CEH-CPT, 2020 WL 2517766, at *6 (M.D. Fla. Apr. 23, 2020) (citing *Wolff v. Cash 4 Titles*, No. 03-22778, 2012 WL 5290155, at *6 (S.D. Fla. Sept. 26, 2012) (collecting cases and concluding 33% is consistent with the market rate

in class actions)); *Waters v. Int'l Precious Metals Corp.*, 190 F.3d 1291, 1295-96 (11th Cir. 1999) (affirming attorneys' fee award of 33 1/3% to class counsel).

23. The Court further finds that the fee request is reasonable and appropriate under the *Camden* factors used by courts in this Circuit in determining court-awarded attorneys' fees in common fund class actions settlements, namely: (1) the time and labor required; (2) the novelty and difficulty of the questions involved; (3) the skill requisite to perform the legal service properly; (4) the preclusion of other employment by the attorney due to acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitations imposed by the client or the circumstances; (8) the amount involved and the results obtained; (9) the experience, reputation, and ability of the attorneys; (10) the "undesirability" of the case; (11) the nature and the length of the professional relationship with the client; and (12) awards in similar cases. *Camden I Condo. Ass'n, Inc. v. Dunkle*, 946 F.2d 768, 772 (11th Cir. 1991).

24. Further, at the time Plaintiffs filed their fee motion, Class Counsel had a combined lodestar with a negative multiplier. This negative multiplier supports the reasonableness of the fee request. *See In re Health Ins. Innovations Sec. Litig.*, No. 8:17-cv-2186-TPB-SPF, 2021 WL 1341881, at *13 (M.D. Fla. Mar. 23, 2021) (finding "negative multiplier of 0.33" supports reasonableness of fee request where "[t]ypically, courts award a [positive] multiplier range of 2.5 to 4 in class actions"), report and recommendation adopted, 2021 WL 1186838 (M.D. Fla. Mar. 30, 2021).

25. This award of attorneys' fees, costs, and expenses is independent of the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

AWARD OF ADMINISTRATION COSTS

26. At the Final Approval Hearing held on October 4, 2024, [ECF No. 327], Plaintiffs' counsel made an unopposed *Ore Tenus* Motion requesting that the Court approve payment of

settlement administration costs to Verita Global (f/k/a KCC Class Action Services) (“Verita”), as detailed in the Cooley Declaration. *See* [ECF No. 326] at ¶ 4. Having carefully considered the *Ore Tenus* Motion, the Cooley Declaration, the record, and being otherwise fully advised, the Court grants this *Ore Tenus* Motion and awards Verita approximately \$1,373,356 from the Settlement Fund as an award of administration costs—including both costs to date as well as through completion of this matter—to be paid in accordance with the Settlement. The Court finds this amount of administration costs to be fair and reasonable. This award of administration costs, and any interest earned thereon, shall be paid from the Settlement Fund in accordance with the Settlement.

27. This award of administration costs is independent of the Court’s consideration of the fairness, reasonableness, and adequacy of the settlement.

OTHER PROVISIONS

28. The Parties to the Settlement shall carry out their respective obligations thereunder.

29. Within the time period set forth in the Settlement, the relief provided for in the Settlement shall be made available to the Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement.

30. As of the Effective Date, all Releasing Parties, on behalf of themselves, their heirs, assigns, beneficiaries, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, hereby expressly, generally, absolutely, unconditionally, and forever release and discharge any and all Released Claims against the Released Parties and any of their current, former, and future affiliates, parents, subsidiaries, representatives, officers, agents, directors, employees, contractors, shareholders, vendors, insurers, reinsurers, successors, assigns, and attorneys, except for claims relating to the enforcement of the Settlement or this Agreement.

31. “Released Parties” means Settlement Class Representatives and all Settlement Class Members who do not timely and validly opt out of the Settlement, Defendants, and each of their current and former family members, relatives, parents, subsidiaries, divisions, affiliates, and affiliated medical practices, whether indirect or direct, as well as these entities’ respective predecessors, successors, assigns, directors, officers, owners, employees, agents, vendors, insurers, reinsurers, attorneys, advisors, consultants, representatives, partners, joint venturers, contractors, wholesalers, resellers, distributors, service providers, and retailers.

32. “Released Claims” means all claims, defenses, demands, actions, causes of action, rights, offsets, setoffs, suits, remedies, damages, lawsuits, costs, relief for contempt, losses, attorneys’ fees, expenses, or liabilities of any kind whatsoever, in law or in equity, for any relief whatsoever, including monetary sanctions or damages for contempt, injunctive or declaratory relief, rescission, general, compensatory, special, liquidated, indirect, incidental, consequential, or punitive damages, as well as all claims for treble damages, penalties, interest, attorneys’ fees, costs, or expenses, whether a known or Unknown Claim, suspected or unsuspected, existing or potential, contingent or vested, accrued or not accrued, liquidated or unliquidated, matured or unmatured, that in any way concern, arise out of, or relate to the Incident, any legal, factual, or other allegations in the Action, or any theories of recovery that were, or could have been, raised at any point in the Action.

33. For the avoidance of doubt, Released Claims are to be construed broadly and include, without limitation, any claims that a Releasing Party may have under the law of any jurisdiction, including, without limitation, those arising under state or federal law of the United States (including, without limitation, any causes of action under the Maryland Consumer Protection Act, Md. Code Ann., Com. Law §§ 13-301 *et seq.*; the Arizona Consumer Fraud Act, A.R.S. §§ 44-1521 *et seq.*; the California Customer Records Act, Cal. Civ. Code §§ 1798.80 *et*

seq.; the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201 *et seq.*; the Missouri Merchandising Practices Act, Mo. Rev. Stat. § 407.010 *et seq.*; the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1 *et seq.*; the New York General Business Law, N.Y. Gen. Bus. Law §§ 349 *et seq.*; the Virginia Consumer Protection Act, Va. Code Ann. § 59.1-196 *et seq.*; the Washington Consumer Protection Act, Wash. Rev. Code Ann. § 19.86.020 *et seq.*; the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.80 *et seq.*; and the California Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56 *et seq.*); causes of action under the common or civil laws of any state in the United States, including but not limited to: unjust enrichment, negligence, bailment, conversion, negligence per se, breach of contract, breach of implied contract, breach of fiduciary duty, breach of implied covenant of good faith and fair dealing, misrepresentation (whether fraudulent, negligent, or innocent), fraudulent concealment or nondisclosure, invasion of privacy, public disclosure of private facts, and misappropriation of likeness and identity; any causes of action based on privacy rights provided for under the constitutions of the United States or of any states in the United States; any statutory claims under state or federal law; and also including, but not limited to, any and all claims in any state or federal court of the United States, for damages, injunctive relief, restitution, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit or financial account monitoring services, identity theft insurance, the creation of a fund for future damages, statutory penalties, restitution, the appointment of a receiver, and any other form of relief.

34. "Unknown Claims" means any and all Released Claims that any Settlement Class Representative or Settlement Class Member does not know or suspect to exist in his or her favor as of the Effective Date and which, if known by him or her, might have affected his or her decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Parties

stipulate and agree that upon the Effective Date, Settlement Class Representatives and Settlement Class Members shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

The Settlement Class Representatives and Class Counsel acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

35. This Final Approval Order and Judgment, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement shall not be offered or received against Defendants as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by Defendants with respect to the truth of any fact alleged by any Settlement Class Representative or any Settlement Class Member or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of Defendants; *provided, however*, that nothing in the foregoing, the Settlement, or this Final Approval Order and Judgment shall be interpreted to prohibit the use of the Settlement or this Final Approval Order and Judgment in a proceeding to consummate or enforce the Settlement or this Final Approval Order and Judgment

(including all releases in the Settlement and Final Approval Order and Judgment), or to defend against the assertion of any Released Claims in any other proceeding, or as otherwise required by law.

36. This Final Approval Order and Judgment and the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement are not, and shall not be construed as or received in evidence as an admission, concession, or presumption against any Settlement Class Representative or any Settlement Class Member that any of their claims are without merit, or that any defense asserted by Defendants has any merit, or that damages recoverable in the Action would not have exceeded the Settlement Fund.

37. The Settlement (including without limitation the releases therein) shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims that are brought, initiated, or maintained by, or on behalf of, any Settlement Class Member who is not an Opt-Out Member or any other person subject to the provisions of this Final Approval Order and Judgment.

38. The Court hereby dismisses the Action and the Consolidated Complaint and all claims therein on the merits and with prejudice, without fees or costs to any Party except as provided in this Final Approval Order and Judgment.

39. Consistent with Paragraph 6.4 of the Settlement, if the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated and shall have no force and effect whatsoever; the Settlement shall be considered null and void; all of the Parties' obligations under the Settlement, the Preliminary Approval Order, and this Final Approval Order and Judgment shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into the Settlement. In such an event, the Parties

shall be restored to their respective positions in the Action as if the Settlement Agreement had never been entered into (and without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue).

40. Pursuant to the All Writs Act, 28 U.S.C. § 1651, this Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

41. Without affecting the finality of this Final Approval Order and Judgment, the Court will retain exclusive jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement for all purposes, including enforcement of its terms at the request of any party, and resolution of any disputes that may arise relating in any way to the implementation of the Settlement or the implementation of this Final Order and Judgment.

CONCLUSION

For the foregoing reasons, it is **ORDERED AND ADJUDGED** that Plaintiffs' Motions are **GRANTED**. This case is **DISMISSED with prejudice**, and no costs shall be awarded other than those specified in this Order or provided by the Settlement Agreement. The Clerk is instructed to **CLOSE** this case. All deadlines are **TERMINATED**, and any pending motions are **DENIED AS MOOT**.

DONE AND ORDERED in Miami, Florida, this 4th day of October, 2024.



RODOLFO A. RUIZ II
UNITED STATES DISTRICT JUDGE

EXHIBIT A

ClaimID	FirstName	LastName	OptOut	Claim Filled
MDX-109251563	PRINCETON	GREGORY	8/6/2024	6/15/2024
MDX-115871179	MADLINE	CHAVIS	7/25/2024	6/23/2024
MDX-116244240	SAMSON	HICKS	6/13/2024	
MDX-104796294	LINDA	BROWN	6/18/2024	
MDX-104008377	MARY	SCHREIBER	6/18/2024	
MDX-109892984	CORD	CHRISTIAN	6/18/2024	
MDX-113911653	NORA	NATALIE	6/18/2024	
MDX-116660317	CHRISTOPHER	GEISLER	6/18/2024	
MDX-114060711	SHAILESH	PATEL	6/19/2024	
MDX-104466499	MAXWELL	KOLODIY	6/19/2024	
MDX-110816420	LARSEN	MYERS	6/19/2024	
MDX-115155716	THOMAS	LAUGHMAN	6/19/2024	
MDX-113810008	NGOC	TRAN	6/19/2024	
MDX-102202575	GEORGETTE	FERRERA	6/19/2024	
MDX-113383533	LOGAN	SYLVESTER	6/19/2024	
MDX-117018481	DEBORAH	HABERSAT	6/20/2024	
MDX-113132719	SCOUT	SUMRAK	6/20/2024	
MDX-104823410	MARTHA	JAMES	6/20/2024	
MDX-105655457	ALANA	PHILLIPS	6/20/2024	
MDX-112231918	KELSEY	INGLESE	6/20/2024	
MDX-111006988	JOSH	MEYER	6/20/2024	
MDX-112404472	VIOLET	LARA MOCTEZUMA	6/20/2024	
MDX-101280181	JOSEPH	YERMOLA	6/20/2024	
MDX-114600635	SANDRA	DUERKSEN	6/21/2024	
MDX-107764733	LEIGHTON	CUNNINGHAM	6/21/2024	
MDX-100612563	LUCAS	ZIA	6/21/2024	
MDX-106682180	MAUREEN	TABATA	6/22/2024	
MDX-102293139	LAURA	WEMPLE	6/22/2024	
MDX-113022670	HUDSON	VARGAS	6/23/2024	
MDX-104736429	REMI	WORTHINGTON	6/23/2024	
MDX-111667194	MILENNA	QUILES	6/23/2024	
MDX-116297786	WILLIAM	TIPTON	6/23/2024	
MDX-114370915	SANDELLA RACHEL	REED	6/24/2024	
MDX-107578506	CYRUS	ABENROTH	6/24/2024	
MDX-101682832	JANET	GUARENTE	6/24/2024	
MDX-106874934	ROSE	HOCUTT	6/24/2024	
MDX-116098368	SAMIKSHA	MADARAPU	6/24/2024	
MDX-111733529	ARTHUR	WEST	6/24/2024	
MDX-100598820	BARBARA	BYLILLY	6/25/2024	
MDX-101068557	EDWARD	PULSE	6/25/2024	
MDX-104502924	MARY	FRONCZAK	6/25/2024	
MDX-115773843	ANDRE	HARRIS	6/25/2024	
MDX-116720506	DAVID	FISHER	6/25/2024	
MDX-117119148	CECELIA	BATTAGLINO	6/25/2024	
MDX-113560052	SAAYA	SHAH	6/25/2024	
MDX-113503652	BROCK	SMITH	6/25/2024	
MDX-103122192	HUIYAN	YOU	6/25/2024	
MDX-104538937	NEIL	ADAMS	6/26/2024	
MDX-113398859	BANKS	WALLACE HOYT	6/26/2024	

MDX-111075165	VINCENT	TOBIO	6/26/2024	
MDX-110165500	RHYAN	BELL	6/26/2024	
MDX-110613244	ZOEY	SMITH	6/26/2024	
MDX-114626774	JOHN	JOHNSON	6/27/2024	
MDX-110389000	MALINA	BUKHRYAKOVA	6/27/2024	
MDX-113246366	AFRANUR	WAHEB	6/28/2024	
MDX-114325405	ALICIA	FAIRLEY	6/28/2024	
MDX-116407727	YUSUF	WACHIRA	6/28/2024	
MDX-113695098	KRISTEN	GILLEAN	6/28/2024	
MDX-109091582	COLE	HIESTER	6/30/2024	
MDX-100271545	AMY	PFEIFFER	6/30/2024	
MDX-100120148	COURTNEY	ADAMS	6/30/2024	
MDX-112664555	MAISIE	TAYLOR	7/1/2024	
MDX-110798872	ROZINA	MARKU	7/2/2024	
MDX-109657519	TALLULAH	ADAMS	7/2/2024	
MDX-104625325	MARISSA	WORKMAN	7/2/2024	
MDX-100686915	MIA	BREEDEN	7/2/2024	
MDX-105615960	DON	POTTER	7/2/2024	
MDX-105615994	BELINDA	POTTER	7/2/2024	
MDX-105610593	TYLER	POTTER	7/2/2024	
MDX-109735099	AIDAN	BURRIS	7/2/2024	
MDX-109685016	YVAN	KECHAICHE	7/3/2024	
MDX-102205345	EVELYN	GIBBNER	7/4/2024	
MDX-100047661	BRIANNA	HEDWOOD	7/6/2024	
MDX-111967740	RORY	MCCORMICK	7/7/2024	
MDX-102082995	ISABEL	MURPHY	7/8/2024	
MDX-108730719	PAISLEY	ARTHUR	7/8/2024	
MDX-113093373	CORA	THOMAS	7/8/2024	
MDX-100769926	CAROLYN	DACH	7/9/2024	
MDX-107608570	JAMES	ALTOBELLI	7/9/2024	
MDX-109667867	EMILY	BATINIC	7/10/2024	
MDX-105749273	TONYA	PERRY WEEKS	7/10/2024	
MDX-110613511	NATHANIEL	KOEHN	7/11/2024	
MDX-108252639	ALLAN	FLEMING	7/11/2024	
MDX-113978480	PAYAL	THOMAS	7/11/2024	
MDX-115385401	ANGELA	MADUKO	7/12/2024	
MDX-100317405	BEVERLY	BUDD	7/13/2024	
MDX-109094700	ISAAC	GARCIA	7/13/2024	
MDX-101824777	JACOB	JACKSON	7/13/2024	
MDX-105401293	DIANA	MORENO	7/15/2024	
MDX-115850449	ALEXANDRA	PASTERNAK	7/16/2024	
MDX-107190818	CARMINE	ZINGARO	7/17/2024	
MDX-111754437	RUTH	LANGILLE	7/17/2024	
MDX-113772165	OLIVIA	MIZE	7/18/2024	
MDX-114104484	THOMAS	BUDD	7/19/2024	
MDX-116370548	THOMAS	SMITH	7/19/2024	
MDX-115782460	WILLIAM	DEMASO	7/19/2024	
MDX-112990517	NGUN	THANG	7/19/2024	
MDX-106789279	CAROL	HAMILTON	7/20/2024	
MDX-114931615	JOSEPH	MANDWI	7/21/2024	

MDX-114270848	PHILIP	DIANGELO	7/22/2024	
MDX-105305944	THOMAS	BATSON	7/25/2024	
MDX-110436652	HAYDEN	MCALLISTER	7/28/2024	
MDX-101197799	DIANA	NASH	7/30/2024	
MDX-109059190	BENJAMIN	ISAACSON	8/2/2024	
MDX-110102622	MORIAH	AHOUDE	8/3/2024	
MDX-113433409	GRAHAM	SETO	8/4/2024	
MDX-100077684	CAROL	BROWN	8/5/2024	
MDX-103230866	LINDA DIANE	TATE	8/5/2024	
MDX-109571746	DAHLIA	AXUME	8/5/2024	
MDX-116390360	THOMAS	CZERWINSKI	8/5/2024	
MDX-101456557	HALA	MERHI	8/6/2024	
MDX-106112902	RONALD	DAVID	8/6/2024	
MDX-110734866	KOA	PARKS	8/6/2024	
MDX-112342698	DAVID	SCHAWARTZ	8/6/2024	
MDX-116734221	BEVERLYE	EARLEY	8/6/2024	
MDX-101906404	HEIDI	ALLEN	8/7/2024	
MDX-109005635	LEO	ANDERSON	8/7/2024	
MDX-109831420	LOGAN	BROWN	8/7/2024	
MDX-111703115	BRIANA	GARCIA	8/7/2024	
MDX-114083304	ZELDA	KONDERLA	8/7/2024	
MDX-115374760	TONI PATRICIA	STRICKLAN	8/7/2024	
MDX-109489373	LINCOLN	MEYER	8/8/2024	
MDX-109506715	ROWAN	CHANDLER	8/8/2024	
MDX-114299960	MELODY	POWE	8/8/2024	
MDX-115156747	NORA	MEYER	8/8/2024	
MDX-116450029	AJANDRA	BUTLER	8/8/2024	
MDX-109581490	ETHAN	BASHA	8/9/2024	
MDX-109581520	WILLIAM	BASHA	8/9/2024	
MDX-110076516	MOHID	KHAN	8/9/2024	
MDX-110723414	GLENDA	WESTBROOKS	8/9/2024	
MDX-114757011	VICTOR	VELAZQUEZ	8/9/2024	
MDX-115426680	SILVIA	JIMENEZ VELAZQUEZ	8/9/2024	
MDX-116006277	ALLISON	SONG	8/9/2024	
MDX-116255323	YVETTE	WALTON HUNTER	8/9/2024	
MDX-100897835	GERALDINE	HODGE	8/8/2024	
MDX-101096372	DEBRA	THUEME	7/27/2024	
MDX-102421005	JAMES	JIACOBONE	8/3/2024	
MDX-103787283	LUCINDA	ADAMS	7/19/2024	
MDX-103895272	MARY	PERRY	6/27/2024	
MDX-104377046	JAMIE	CARLYLE	6/26/2024	
MDX-104525231	MICHAEL	GRIFFIN	6/14/2024	
MDX-105474304	PHYLLIS	KISER	7/5/2024	
MDX-107017075	LENORA	KALISH	7/2/2024	
MDX-115320644	BRUCE	COX	6/26/2024	