

**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

CASE NO. CACE25002370 DIVISION: 14 JUDGE: Davis, N. Hunter (14)

Anthony Collins

Plaintiff(s) / Petitioner(s)

v.

Imagine360, LLC

Defendant(s) / Respondent(s)

**FINAL APPROVAL ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND APPLICATION FOR
ATTORNEYS' FEES, COSTS, AND SERVICE AWARD**

WHEREAS, Plaintiff submitted to the Court his Unopposed Motion for Final Approval of Class Settlement Action Settlement and Application for Attorneys' Fees, Costs, and Service Award;

WHEREAS, on March 20, 2025, 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 Plaintiff as Class Representative; (4) appointed Jeff Ostrow and Nicholas Colella 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, there were no objections or the Settlement and no Settlement Class Members opted-out of the Settlement;

WHEREAS, on August 15, 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 Award;

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 Final Approval Order incorporates the definitions in Section II of the Settlement Agreement and all capitalized terms used in this Final Approval 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 was fair, and the Claim Form was easy to read and understand.

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. 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.

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

6. The Class Representative 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.

7. 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.

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

9. The appointment of Plaintiff as the Class Representative is affirmed.

10. The appointment of Class Counsel is affirmed.

11. 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 Plaintiff are typical of the claims of the members of the Settlement Class; (4) the Plaintiff is an adequate representative for the Settlement Class, and has 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 no opt-outs, indicating an overwhelming positive reaction from the Settlement Class, and the opinion of competent counsel concerning such matters.

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

All living individuals residing in the United States who were sent a notice of the Data Incident indicating their Private Information may have been impacted in the Data

Incident.

Excluded from the Settlement Class are (a) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) any Settlement Class Member who timely and validly opts-out of the Settlement.

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

14. As of the Effective Date, and in exchange for the relief described in the Agreement, the Releasing Parties shall release the Released Parties from the Released Claims.

15. If, consistent with the plan of distribution set forth in the Settlement, there are any funds remaining in the Settlement Fund 240 days following the date Settlement Class Members are sent an email to select their form of payment, the residual funds shall be distributed to Electronic Privacy Information Center (<https://epic.org/cy-pres/>), as the *cy pres* recipient, which the Court approves.

16. Class Counsel is awarded \$166,250.00 for attorneys' fees and \$7,915.04 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.

17. The Class Representative shall be awarded a Service Award in the amount of \$2,000.00. The Service Award shall be payable out of the Settlement Fund in accordance with the Agreement.

18. 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.

19. 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.

20. 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 Final Approval 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.

21. All Settlement Class Members shall be bound by this Final Approval Order.

22. 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 Chambers at Broward County, Florida on 15th day of August, 2025.


CACE25002370 08-15-2025 10:44 AM
Hon. N. Hunter Davis
CIRCUIT COURT JUDGE
Electronically Signed by N. Hunter Davis

Copies Furnished To:

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