

**IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT IN AND FOR  
LAKE COUNTY, FLORIDA**

ROBERT MORRIS, individually, and on  
behalf of all others similarly situated,

Plaintiff,

vs.

CASE NO.: 2024-CA-41

COMMERCE V3, INC.,

Defendant.

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**PLAINTIFF'S UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT AND APPLICATION FOR ATTORNEYS' FEES AND COSTS**

Pursuant to Rule 1.220 of the Florida Rules of Civil Procedure, Plaintiff<sup>1</sup>, individually, and on behalf of the Settlement Class, respectfully submits this Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees and Costs. In support, Plaintiff submits a Joint Declaration of Class Counsel ("Joint Dec."), attached as ***Exhibit B***, and Declaration of the Settlement Administrator, Stephanie M. Valerio of RG/2 Claims Administration, LLC ("Admin. Dec."), attached as ***Exhibit C***.

On May 29, 2025, the Court preliminarily approved the Settlement, which provides for substantial Settlement Class Member benefits, including: (1) compensation for certain actual, documented, and unreimbursed extraordinary losses related to the Data Incident of up to \$5,000.00; and (2) compensation for other unreimbursed, documented losses related to the Data Incident of up to \$500.00, including cash compensation for up to 4 hours of lost time at a rate of \$20/hour. Or, in the alternative, Settlement Class Members may select a cash payment of \$40.00.

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<sup>1</sup> All capitalized terms herein shall have the same meanings as those defined in the Settlement Agreement, attached as ***Exhibit A***.

Plaintiff now moves for Final Approval and apply for attorneys' fees and costs and for a Service Award for the Class Representative. The Settlement meets all the criteria for Final Approval. As of the date of the filing of this motion, there have been no objections, and only one Settlement Class member has requested to opt-out. This overwhelmingly positive response from the Settlement Class affirms the Court's initial conclusion that the Settlement is fair, reasonable, and adequate. Counsel for each side have fully evaluated the strengths, weaknesses, and equities of the Parties' respective positions and believe the proposed Settlement fairly resolves their respective differences. For all the reasons set forth herein, the Court should grant Final Approval of the Settlement and the Application for Attorneys' Fees, Costs, and Service Awards.

## **I. INTRODUCTION AND PROCEDURAL HISTORY**

The Action concerns a cybersecurity incident involving Defendant, which is a payment card vendor for numerous merchant clients, including Revival Animal Health, Inc. ("Revival"), a pet medication retailer. Specifically, on or about November 24, 2021, Defendant experienced a cyberattack that may have resulted in the compromise of the names, billing addresses, payment card numbers, CVV codes, and payment card expiration dates of customers of Revival, which uses Defendant's e-commerce platform to enable its customers to place online orders. On or about October 19, 2023, Revival began sending victims of the Data Incident, including Plaintiff, written notice of the Data Incident.

As a result, in January of 2024, Plaintiff filed a class action complaint against Defendant asserting various causes of action, including, but not limited, to: (1) negligence; (2) breach of implied contract; (3) unjust enrichment; (4) invasion of privacy; (5) violation of the Florida Deceptive and Unfair Trade Practices Act, and (6) seeking declaratory and injunctive relief, aiming to represent a class of impacted individuals.

After Defendant filed a Motion to Dismiss, but before Plaintiff responded to that Motion to Dismiss, the Parties began discussing settlement and scheduled a mediation with an experienced class action mediator, Bennett G. Picker of Stradley Ronon Stevens & Young, LLP, for November 13, 2024. In advance of the mediation, Plaintiff propounded informal discovery requests on Defendant, to which Defendant responded by providing detailed information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of individuals impacted by the Data Incident, and the specific type of information impacted. The Parties negotiated the final details of the Settlement, and after extensive negotiation, the Parties and their counsel executed the Settlement Agreement on February 14, 2025. In the Settlement, Defendant is taking responsibility for the Data Incident, and releasing its merchant clients including Revival.

Plaintiff filed his Motion for Preliminary Approval of Class Action Settlement on March 19, 2025. Following a hearing, the Court entered its Order Preliminarily Approving Class Action Settlement and Certifying Settlement Class on May 29, 2025.

## **II. SUMMARY OF THE SETTLEMENT**

Plaintiff summarize the relevant terms of the Agreement and the Settlement Class Member Benefits.

### **A. Settlement Class**

The Settlement Class consists of all customers of Revival Animal Health, Inc. in the United States who were sent a Notice Letter that their Personal Information was potentially compromised in the Data Incident. Excluded from the Settlement Class are: the Judge presiding over the Action, Class Counsel, and members of their families; and Defendant and its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents, have a

controlling interest, and its current or former officers and directors. Agreement ¶ 1.

## **B. Settlement Benefits**

If approved, the Settlement provides the following monetary benefits:

### *Compensation for Ordinary Losses*

Settlement Class members who submit a Valid Claim are eligible for reimbursement for documented out-of-pocket, ordinary losses caused by the Data Incident, including (without limitation): (a) bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; (b) fees for credit reports, credit monitoring, or other identity theft insurance product purchased between November 24, 2021, and the date of the Preliminary Approval Order; and (c) attested-to time spent responding to the Data Incident up to four hours at a rate of \$20.00 per hour where at least one full hour was spent dealing with the Data Incident, up to \$500.00 per Settlement Class Member. Agreement ¶ 3(A)(i).

### *Compensation for Extraordinary Losses*

In addition, Settlement Class Members who submit a Valid Claim are eligible for reimbursement for documented extraordinary losses more likely than not caused by the Data Incident, that they incurred between November 24, 2021, and the Claims Deadline (120 days after Preliminary Approval), up to \$5,000.00 per Settlement Class Member. *Id.* ¶ 3(A)(ii). Settlement Class Members seeking Extraordinary Losses must also have made reasonable efforts to avoid, avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. *Id.*

### *Alternative Cash Payment*

As an alternative option, Settlement Class Members who submit a Valid Claim may elect

to receive a \$40.00 payment without the need to document losses or attest to time spent as a result of the Data Incident. *Id.* ¶ 3(B).

### **C. Release**

In exchange for the Settlement benefits, Plaintiff and Settlement Class Members agree to release Defendant and any Released Entity from any claims they may have related to the Data Incident. *See id.* ¶ 11. The Release is narrowly tailored to claims arising out of or relating to the Data Incident. *See id.*

### **D. Notice Program**

On May 29, 2025, the Court granted Preliminary Approval to the Settlement and appointed RG/2 Claims Administration, LLC as the Settlement Administrator. Thereafter, the Settlement Administrator implemented the Notice Program. *See Admin. Dec.* ¶¶ 6-16.

On or about May 15, 2025, the Settlement Administrator received electronic files containing the names and known contact information for the individuals identified as Settlement Class Members. *Id.* ¶ 6. Commencing on June 27, 2025, the Settlement Administrator sent 65,852 Email Notices and 7,998 Postcard Notices via U.S. First Class mail to identified Settlement Class members for whom an associated physical mailing address was available. *Id.* ¶ 7. The Email Notice and Postcard Notice clearly and concisely described the Settlement and the legal rights of the Settlement Class members and directed Settlement Class members to visit the Settlement Website for additional information. *Id.* Postcard Notices returned as undeliverable were re-mailed to any new address available through USPS forwarding address information or to better addresses that were found using a professional service for address tracing. *Id.* ¶ 8. Upon successfully locating better addresses, Postcard Notices were promptly remailed. *Id.* In total, 7,991 Postcard Notices were successfully mailed, and 99.9% of Settlement Class Members were reached via mail or

electronic mail. *Id.*

On November 27, 2024, the Settlement Administrator established a dedicated website for the Settlement ([www.cv3settlement.com](http://www.cv3settlement.com)) for Settlement Class members to obtain detailed information about the Action and review important documents, including the Email Notice, Postcard Notice, Long Form Notice, Claim Form, Preliminary Approval Order, Settlement Agreement, and once available, the Motion for Final Approval and Application for Attorneys' Fees and Costs, Final Approval Order, and other case-related documents. *See id.* ¶ 10. It also includes relevant dates, answers to frequently asked questions, instructions for how Settlement Class members are able to opt-out from or object to the Settlement, contact information for the Settlement Administrator, and how to obtain other case-related information. *See id.* Settlement Class Members are also able to submit a Claim Form on the Settlement Website prior to the Claims Deadline. *Id.* As of August 11, 2025, there have been 1,666 unique visitors to the Settlement Website. *Id.*

Additionally, the Settlement Administrator established a toll-free telephone number (1 (844) 979-7301), which provided the Settlement Website URL address and gave the opportunity to speak with a live customer support specialist during the Settlement Administrator's normal business hours. *Id.* ¶ 11. As of August 11, 2025, there has been 1 call from a Settlement Class Member to the toll-free telephone number. *Id.* The Settlement Administrator also established and monitors a settlement inbox, [CV3Settlement@rg2claims.com](mailto:CV3Settlement@rg2claims.com), where Settlement Class Member can learn more about the settlement, ask questions about the Settlement, request to have a Long Notice and Claim Form mailed directly to them and submit a Claim Form. *Id.* ¶ 13. As of August 11, 2025, RG/2 Claims has received 9 emails regarding the Settlement. *Id.*

### **E. Claim Process**

The timing of the Claim process was structured to ensure that all Settlement Class members had adequate time to review the terms of the Settlement, compile documents supporting their Claim, and decide whether to submit a Claim, opt-out of, or object to the Settlement. *See* Joint Dec. ¶ 25. The Notices provided a detailed summary of the relevant information about the Settlement, including the Settlement Website address and how Settlement Class members could submit a Claim Form online or by mail prior to the Claims Deadline. *Id.* For all methods provided for submitting a Claim Form, Settlement Class Members were given the option of receiving a digital payment or a traditional paper check. *Id.*

The deadline for Settlement Class Members to submit a Claim Form is September 26, 2025. Admin. Dec. ¶ 16. As of August 11, 2025, the Settlement Administrator has received 314 Claim Forms. *Id.* Because the Claims Deadline has not yet passed, these numbers are preliminary. *Id.* Claim Form submissions are still subject to final audits, including the full assessment of each Claim's validity and a review for duplicate submissions. *See id.* Class Counsel will update the Court at the Final Approval Hearing, as requested, concerning the number of Claims.

### **F. Opt-Outs and Objections**

The Opt-Out and Objection Periods end on September 1, 2025. *Id.* ¶ 4. So far, no objections have been received. *Id.* ¶¶ 15. Only one Settlement Class member has requested to opt-out. Joint Dec. ¶ 18.

## **III. THE COURT SHOULD GRANT FINAL APPROVAL OF THE SETTLEMENT**

In 1980, the Florida class action rule was amended to bring it in line with the federal class action rule. *Lance v. Wade*, 457 So.2d 1008, 1009 n.2 (Fla. 1984). “Because Florida’s class action rule is based upon the federal class action rule, Florida Courts may look to federal cases as

persuasive authority in their interpretation of Florida’s class action rule.” *Waste Pro USA v. Vision Construction ENT, Inc.*, 282 So.3d 911 (Fla. 1st DCA 2019).

To finally approve the Settlement on a classwide basis, the Florida Rules of Civil Procedure<sup>2</sup> require notice to the Settlement Class, a final approval hearing, and this Court’s final approval. “Settlement has special importance in class actions with their notable uncertainty, difficulties of proof, and length. Settlements of complex cases contribute greatly to the efficient utilization of scarce judicial resources and achieve the speedy resolution of justice[.]” *Turner v. Gen. Elec. Co.*, No. 2:05-CV-186-FTM-99DNF, 2006 WL 2620275, at \*2 (M.D. Fla. Sept. 13, 2006) (internal quotation omitted). “There is a strong judicial policy favoring the pretrial settlement of class actions.” *Lee v. Ocwen Loan Servicing, LLC*, 2015 WL 5449813, at \*4 (S.D. Fla. Sept. 14, 2015); *see also In re U.S. Oil & Gas Litig.*, 967 2d 489, 493 (11th Cir. 1992) (“Public policy strongly favors the pretrial settlement of class action Actions”); *Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977) (“Particularly in class action suits, there is an overriding public interest in favor of settlement”).

#### **A. The Settlement is Fair, Reasonable, and Adequate.**

The Court previously found the Settlement to be sufficiently fair, reasonable, and adequate to warrant providing Notice to the Settlement Class. Preliminary Approval Order ¶ 16. At the final approval hearing, after notice to the class and time and opportunity for absent class members to object or otherwise be heard, the Court considers whether the settlement “is fair, adequate, and reasonable and is not the product of collusion between the parties.” *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984) (citation omitted); *Nelson v. Wakulla Cnty.*, 985 So. 2d 564, 570

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<sup>2</sup> “Florida’s class action rule, Rule 1.220, is based on Federal Rule of Civil Procedure 23, and this court may look to federal cases as persuasive authority in the interpretation of rule 1.220.” *Bawtinheimer v. D.R. Horton, Inc.*, 161 So. 3d 539, 540 (Fla. 5th DCA 2014).



(Fla. 1st DCA 2008). The court is “not called upon to determine whether the settlement reached by the parties is the best possible deal, nor whether class members will receive as much from a settlement as they might have recovered from victory at trial.” *Roubert v. Capital One Fin. Corp.*, No. 8:21-cv-2852-TPB-TGW, 2023 WL 5916714, at \*5 (M.D. Fla. Jul. 10, 2023) (quotation omitted).

The factors a trial court should consider when determining whether to approve a class action 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 57. The Eleventh Circuit has also identified factors used by Florida courts to evaluate settlements,<sup>3</sup> which again favor the settlement here. *See Leverso v. Southtrust Bank*, 18 F.3d 1527, 1530 n.6 (11th Cir. 1994). Each of these factors favors granting Final Approval here.

### **1. The likelihood of success at trial**

While Plaintiff and Class Counsel firmly believe Plaintiff’s claims would have resulted in class certification and favorable adjudication on the merits, Plaintiff faced significant risks should they have continued to litigate the Action,<sup>4</sup> which include Defendant: (i) successfully moving for

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<sup>3</sup> The factors are: (1) the existence of fraud or collusion behind the settlement; (2) the complexity, expense, and likely duration of the litigation; (3) the stage of the proceedings and the amount of discovery completed; (4) the probability of plaintiffs’ success on the merits; (5) the range of possible recovery; and (6) the opinions of the class counsel, class representatives, and the substance and amount of opposition to the settlement. *See Leverso*, 18 F.3d at 1530 n.6.

<sup>4</sup> “Data breach cases . . . are particularly risky, expensive and complex” due at least in part to the cutting-edge, innovative nature of data breach litigation and the rapidly evolving law. *Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415- CMA-SKC, 2019 WL 6972701, at \*1 (D. Colo. Dec. 16, 2019); *see also In re Wawa, Inc. Data Sec. Litig.*, No. 19-6019, 2024 WL 1557366, at \*20

dismissal of Plaintiff's claims; (ii) successfully opposing class certification; (iii) successfully appealing a class certification order; (iv) successfully prevailing on a post-certification summary judgment motion; (v) prevailing at trial; or (vi) successfully appealing a post-certification summary judgment or trial judgment. Joint Dec. ¶ 10. Moreover, even if the class were certified and prevailed on the merits, it would still take years to litigate the Action through trial and the various appeals (e.g., the class certification order and final judgment). *Id.* ¶ 13. The Settlement eliminates all of those risks and the years of delays by getting the Settlement Class Members their compensation now. *See id.*; *see also id.* ¶ 15.

Thus, the uncertainty of a trial and the expense and delay of prolonged litigation weigh in favor of a finding that the Settlement is fair, reasonable, and adequate. *See In re the Home Depot, Inc., Cust. Data Sec. Breach Litig.*, No. 1:14-md-02583, 2016 WL 6902351, at \*6 (N.D. Ga. Aug. 23, 2016) (“[I]t is unclear whether future recovery at trial could achieve more than the relief made available in the Settlement. The early settlement of this case benefits the Settlement Class and weighs strongly in favor of final approval.”); *Bennett v. Behring Corp.*, 96 F.R.D. 343, 349–50 (S.D. Fla. 1982) (stating that it would have been “unwise [for plaintiffs] to risk the substantial

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(E.D. Pa. April 9, 2024) (“Data breach litigation is inherently complex.”); *In re Equifax Inc. Customer Data Sec. Breach Litig.*, No. 17-MD-2800, 2020 WL 256132, \*15 (N.D. Ga. Mar. 17, 2020) (in data breach “[t]he law . . . remains uncertain and the applicable legal principles have continued to evolve”). For these reasons, data breach cases like this one have been dismissed at the pleading stage and generally face substantial class certification hurdles. *See, e.g., In re Blackbaud, Inc., Customer Data Breach Litigation*, No. 3:20-mn-02972-JFA, 2024 WL 21555221 (D.S.C. May 14, 2024) (denying class certification in a data breach action after concluding proposed class and sub-classes were not ascertainable); *In re TD Ameritrade Account Holder Litig.*, No. C 07-2852 SBA, 2011 WL 4079226, at \*14 (N.D. Cal. Sep. 13, 2011) (“many [data breach class actions] have been dismissed at the pleading stage.”); *In re TJX Cos. Retail Sec. Breach Litig.*, 246 F.R.D. 389 (D. Mass. 2007) (denying class certification in cybersecurity incident class action litigation). Maintaining class certification is often an equally challenging hurdle. *See e.g., Marriott Int’l Inc. Customer Data Sec. Breach Litig.*, 78 F.4th 677 (4th Cir. Aug. 18, 2023) (decertifying classes).

benefits which the settlement confers . . . to the vagaries of a trial”), aff’d, 737 F.2d 982 (11th Cir. 1984).

**2. The range of possible recovery and the point over or below the range of possible recovery at which a settlement is fair, adequate, and reasonable.**

In determining whether a settlement is fair given the potential range of recovery, the Court should be guided by “the fact that a proposed settlement amounts to only a fraction of the potential recovery does not mean the settlement is unfair or inadequate.” *Behrens v. Wometco Enters., Inc.*, 118 F.R.D. 534, 542 (S.D. Fla. 1988), aff’d, 899 F.2d 21 (11th Cir. 1990). Indeed, “[a] settlement can be satisfying even if it amounts to a hundredth or even a thousandth of a single percent of the potential recovery.” *Id.* This is because a settlement must be evaluated “in light of the attendant risks with litigation.” *Thompson v. Metropolitan Life Ins. Co.*, 216 F.R.D. 55, 64 (S.D.N.Y. 2003); *see also Bennett*, 737 F.2d at 986 (“[C]ompromise is the essence of settlement.”).

The risk of establishing damages in this Action was not insignificant. Joint Dec. ¶ 12. Indeed, there was no assurance that a jury or the Court would have found in favor of the Settlement Class and awarded the full amounts claimed as owed. *Id.* *See, e.g., Southern Independent Bank v. Fred’s, Inc.*, No. 2:15-CV-799-WKW, 2019 WL 1179396, at \*8 (M.D. Ala. Mar. 13, 2019) (ruling under *Daubert* that causation not satisfied for class certification purposes in data breach action). Indeed, the damages methodologies, while theoretically sound in Plaintiff’s view, remain untested in a disputed class certification setting and unproven in front of a jury.

Class Counsel vigorously litigated this Action and believe the Settlement is in the best interest of the Settlement Class. Joint Dec. ¶ 16. The Settlement offers substantial Settlement Class Member Benefits that favorably compare with similar data breach class actions. These benefits include reimbursement for Ordinary Losses of up to \$500.00 per Settlement Class Member, reimbursement for Extraordinary Losses of up to \$5,000.00 per Settlement Class Member, or an

alternative cash payment of \$40.00. Agreement ¶ 3. These benefits are similar to those in many data breach class actions. *See, e.g., Baksh v. IvyRehab Network, Inc.*, No. 7:20-cv-01845 (S.D.N.Y.) (reimbursing out-of-pocket expenses up to \$75 and \$20 for lost time, capped at \$75,000 in the aggregate); *Rutledge v. Saint Francis Healthcare Sys.*, No. 1:20-cv-00013-SPC (E.D. Mo.) (reimbursing out-of-pocket expenses and lost time up to \$180); *Chacon v. Nebraska Medicine*, No. 8:21-cv-00070 (D. Neb.) (reimbursing ordinary expenses up to \$300 and extraordinary expenses up to \$3,000).

The Settlement will provide certain, substantial, and immediate relief to the Settlement Class. Joint Dec. ¶ 15. It ensures that Settlement Class Members with Valid Claims will receive guaranteed compensation now, provides Settlement Class Members with access to Settlement benefits that may not have been available at trial. *Id.* Accordingly, the Court should find the Settlement is fair, adequate, and reasonable and within the range of possible recovery.

### **3. The complexity, expense and duration of litigation**

Given the “particularly risky, expensive and complex” nature of data breach cases, *see supra* n.4, litigating these claims further would have undoubtedly proven difficult and consumed even more significant time, money, and judicial resources. Even if Plaintiff ultimately prevailed in the Action, that success would likely benefit the class only after years of trial and appellate proceedings and substantial expense to both sides. Joint Dec. ¶ 24; *Lee*, 2015 WL 5449813, at \*9 (citing *In re Oil Spill by Oil Rig Deepwater Horizon in Gulf of Mex.*, 910 F. Supp. 2d 891, 932 (E.D. La. 2012) (“Even assuming litigation could obtain the results that this Settlement provides, years of litigation would stand between the class and any such recovery. Hence, this...factor weighs strongly in favor of granting final approval to the Settlement Agreement.”)). In contrast, the Settlement saves the Court and the Parties’ resources and provides immediate relief to the

Settlement Class. These benefits come without the expense, uncertainty, and delay of continued and indefinite litigation.

The Court should consider the vagaries of litigation and compare the significance of immediate recovery by way of the compromise to the mere possibility of relief in the future, after protracted and expensive litigation. In this respect, it has been held proper to take the bird in the hand instead of a prospective flock in the bush.

*Lipuma v. Am. Express Co.*, 406 F. Supp. 2d 1298, 1323 (S.D. Fla. 2005); *In re U.S. Oil & Gas Litig.*, 967 F.2d at 493 (complex litigation “can occupy a court’s docket for years on end, depleting the resources of the parties and taxpayers while rendering meaningful relief increasingly elusive”). In light of the costs, uncertainties, and delays of litigating through trial—to say nothing of an appeal—“the benefits to the class of the present settlement become all the more apparent.” *See Ressler v. Jacobson*, 822 F. Supp. 1551, 1555 (M.D. Fla. 1992).

#### **4. The substance and amount of opposition to the Settlement**

The Settlement Class endorses and supports the Settlement. Joint Dec. ¶ 18. Following the successful Notice Program, discussed herein, the Settlement Class had ample opportunity to opt-out or object to the Settlement. As of the date of the filing of this motion, only one Settlement Class member has requested to opt-out, and none have objected. *Id.* The deadline to request exclusion from the Settlement or to object to the Settlement is September 1, 2025. Admin. Dec. ¶ 14. Should any objections be timely filed, Class Counsel will notify the Court before the Final Approval Hearing. The same is true as to any additional opt-outs.

#### **5. The stage of the proceedings at which the Settlement was achieved**

Courts consider “the degree of case development that class counsel have accomplished prior to settlement” to ensure that “counsel had an adequate appreciation of the merits of the case before negotiating.” *In re Gen. Motors Pick-up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 813 (3d Cir. 1995). At the same time, “[t]he law is clear that early settlements are to be encouraged,

and accordingly, only some reasonable amount of discovery should be required to make these determinations.” *Ressler*, 822 F. Supp. at 1555. The Action settled after a thorough exchange of informal discovery. Joint Dec. ¶¶ 5-6. Based upon Class Counsel’s experience, this was an appropriate time to negotiate a classwide settlement. *See id.* ¶¶ 2, 8.

Based on the foregoing, it is Class Counsel’s well-informed opinion that, given the uncertainty and further substantial risk and expense of pursuing the Action through contested dispositive motions, class certification proceedings, trial, and appeal, the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class. *Id.* ¶ 24.

**B. The Notice Program Was the Best Notice Practicable.**

The notice requirements of Rule 1.220(c) are designed to provide sufficient due process to class members by informing them of the pendency of the action and providing an opportunity to be heard or opt-out and must be the “best notice that is practicable under the circumstances.” *Nelson*, 985 So. 2d at 576. To satisfy this requirement, individual notice should be provided to class members who can be identified through reasonable effort. *See Cordell v. World Ins. Co.*, 355 So. 2d 479, 481 (Fla. 1st DCA 1978) (citing *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173-75 (1974)). The best practicable notice is that which “is reasonably calculated, under all of the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950).

Here, the Notice Program was timely commenced in accordance with the Court’s instructions in the Preliminary Approval Order. *See* Preliminary Approval Order ¶ 21; Admin. Dec. ¶¶ 6-13.

#### IV. CLASS ACTION CERTIFICATION SHOULD BE GRANTED.

Plaintiff request entry of a Final Approval Order certifying the Settlement Class pursuant to Fla. R. Civ. P. 1.220(a)(2) and (3). The Court has already preliminarily certified the Settlement Class. Preliminary Approval Order ¶ 16. For the reasons discussed below, Plaintiff and Class Counsel urge the Court to find that the Settlement Class meets the standards for class certification for settlement purposes. Defendant does not oppose certification of the Settlement Class for settlement purposes only.

Class actions in Florida state court are governed by Fla. R. Civ. P. 1.220. The Florida Supreme Court has held that all proponents of class certification must satisfy the four prerequisites detailed in Fla. R. Civ. P. 1.220(a) (i.e., numerosity, commonality, typicality, adequacy) as well as one of the three subdivisions of Rule 1.220(b). *Sosa v. Safeway Premium Fin. Co.*, 73 So. 3d 91, 106-07 (Fla. 2011) (interpreting Rule 1.220(a) and (b)). It also held that “[a] trial court should resolve doubts with regard to certification in favor of certification.” *Id.* at 105. Plaintiff meets each of the class certification requirements and seeks certification under subdivision Rule 1.220(b)(2) and (3).

**Numerosity:** The movant must demonstrate the members of the class are so numerous that separate joinder of each member is impractical. *See* Fla. R. Civ. P. 1.220(a)(1). “No specific number and no precise count are needed to sustain the numerosity requirement. Rather, class certification is proper if the class representative does not base the projected class size on mere speculation.” *Sosa*, 73 So. 3d at 114 (internal citations omitted). Here, numerosity is easily satisfied. There are thousands of Settlement Class, which was the number of customers of Revival Animal Health, Inc. in Florida alone *See* Joint Dec. ¶ 6. It would be impossible and/or impractical to (i) separately join each of the members of the Settlement Class in the Action or (ii) have each

Settlement Class member file suit and move to consolidate their suits into this Action concerning the same legal issues.

**Commonality:** The movant must demonstrate that the representative party's claim(s) raises questions of law or fact common to the questions of law or fact raised by the claim of each member of the class. *See* Fla. R. Civ. P. 1.220(a)(2).

The primary concern in the consideration of commonality is whether the representative's claim arises from the same practice or course of conduct that gave rise to the remaining claims and whether the claims are based on the same legal theory. The threshold of the commonality requirement is not high. A mere factual difference between class members does not necessarily preclude satisfaction of the commonality requirement. Individualized damage inquiries will also not preclude class certification. Rather, the commonality requirement is aimed at determining whether there is a need for, and benefit derived from, class treatment. More specifically, the commonality prong 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. Furthermore, the commonality requirement is satisfied if the common or general interest of the class members is in the object of the action, the result sought, or the general question implicated in the action. This core of the commonality requirement is satisfied if the questions linking the class members are substantially related to the resolution of the litigation, even if the individuals are not identically situated.

*Sosa*, 73 So. 3d at 107-08 (internal citations omitted).

Commonality is easily satisfied for settlement purposes. Plaintiff's claims all turn on whether Defendant's security environment was adequate to protect the Settlement Class's Personal Information, the resolution of which revolves around evidence that does not vary between members, and so can be fairly resolved for all Settlement Class members at once.

**Typicality:** The movant must demonstrate the claim(s) of the representative party is typical of the claim of each member of the class. *See* 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. The test for typicality is not demanding and focuses generally on the similarities between the class representative and the putative class members. Mere factual



differences between the class representative's claims and the claims of the class members will not defeat typicality. Rather, the typicality requirement is satisfied when there is a strong similarity in the legal theories upon which those claims are based and when the claims of the class representative and class members are not antagonistic to one another.

*Sosa*, 73 So. 3d at 114-15 (Fla. 2011) (internal citations omitted). Typicality is satisfied for settlement purposes because there is a nexus between Plaintiff's and other Settlement Class members' claims since they each concern Defendant's alleged failure to protect sensitive Personal Information in connection with the Data Incident, and are thus based on the same legal theories and underlying events. Therefore, Plaintiff possesses similar legal interests and experienced the same legal injury as the Settlement Class members. Plaintiff's claims are not antagonistic in any way to the claims of the Settlement Class members.

**Adequacy:** The movant must demonstrate the representative party can fairly and adequately protect and represent the interests of each member of the class. *See* Fla. R. Civ. P. 1.220(a)(4).

This inquiry serves to uncover conflicts of interest between the presumptive class representative and the class he or she seeks to represent. A trial court's inquiry concerning whether the adequacy requirement is satisfied contains two prongs. The first prong concerns the qualifications, experience, and ability of class counsel to conduct the litigation. The second prong pertains to whether the class representative's interests are antagonistic to the interests of the class members.

*Sosa*, 73 So. 3d at 115 (internal citations omitted). Adequacy is satisfied here because Plaintiff and Class Counsel have zealously litigated Plaintiff's claims, secured substantial relief, and have no interests antagonistic to the Settlement Class. *See* Joint Dec. ¶¶ 20-21. Further, Class Counsel are highly qualified and have a great deal of experience litigating consumer class actions, including in the data breach context. *See id.* ¶ 2 & Exs. 1-2.

**Predominance:** "To meet the requirements of rule 1.220(b)(3), the party moving for class certification must establish that the class members' common questions of law and fact predominate

over individual class member claims.” *Sosa*, 73 So. 3d at 111 (quoting Rule 1.220(b)(3)). “Florida courts have held that common questions of fact predominate when the defendant acts toward the class members in a similar or common way.” *Id.* (internal citations omitted). Here, the questions of law and fact common to all members of the Settlement Class substantially outweigh any possible issues that are individual to each member of the Settlement Class.

**Superiority:** Finally, Rule 1.220(b)(3) superiority requirement is met. “[C]lass representation is superior to other available methods for the fair and efficient adjudication of the controversy.” *Id.* Resolution of thousands of claims in one action is far superior to individual lawsuits because it promotes consistency and efficiency of adjudication. Joint Dec. ¶ 23. Given the small value of their individual claims, and their support for the Settlement, it can be inferred that Settlement Class members are not interested in prosecuting their own claims. *Id.* Class Counsel is unaware of any other litigation against Defendant arising from the Data Incident. *Id.* It is desirable to litigate the claims in this Court given Defendant’s location in Florida, and manageability is no concern in the context of class settlement approval. *Id.*

For these reasons, the Court should finally certify the Settlement Class.

#### **V. APPLICATION FOR ATTORNEYS’ FEES, COSTS, AND SERVICE AWARDS**

Plaintiff and Class Counsel respectfully request a \$2,500.00 Service Award for the Class Representative to compensate him for his work in filing the Action and facing the risks associated with serving as a Class Representative. Joint Dec. ¶¶ 26-27. In prosecuting this action, the Class Representatives expended time and effort and took significant financial and reputational risks for the benefit of the putative class as a whole, thus, imposing a burden on him out of proportion to their individual stakes in the matter. *See id.* ¶ 20.

Class Counsel also respectfully requests the Court award \$325,000.00 in attorneys’ fees

including reimbursement of reasonable costs. *Id.* ¶ 28. Following receipt of Notice, no Settlement Class Member has objected to the amount of attorneys' fees requested. *Id.* ¶ 29. Class Counsel's request is consistent with Florida's standard for awarding attorneys' fees in common fund class action settlements, analyzing Class Counsel's lodestar and applying a contingency risk multiplier. For the reasons set forth below, the requested attorneys' fees are more than reasonable when compared to the time and effort devoted to the prosecution of the Action and the results achieved through the Settlement. Further, Class Counsel seeks reimbursement of \$12,771.95 in litigation costs. *Id.* ¶ 43. These costs were reasonably and necessarily incurred in an effort to effectively litigate Plaintiff's claims and negotiate and execute the Settlement Agreement. *Id.*

**A. A Service Award for the Class Representative.**

The Court should approve a \$2,500.00 Service Award for the Class Representative, as it is just, fair, and reasonable and Defendant does not oppose such an award. Service awards (also known as incentive awards) “are not uncommon in class action litigation where, as here, a common fund has been created for the benefit of the class,” and are designed to “compensate named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation.” *Halpern v. You Fit Health Clubs, Ltd. Liab. Co.*, No. 18-61722-CIV-DIMITROULEAS/S, 2019 WL 13067290, at \*1 (S.D. Fla. Aug. 22, 2019) (the “requested award of \$5,000.00 to the named Plaintiff is 0.0035% of the settlement fund, and the Defendant has acquiesced to this amount. The undersigned finds that it is reasonable and should be awarded.”) (citing *Allapattah Servs., Inc. v. Exxon Corp.*, 454 F. Supp. 2d 1185, 1218 (S.D. Fla. 2006)); see also *Exum v. Nat'l Tire & Battery*, No. 9:19-cv-80121, 2020 WL 5217060, at \*7 (S.D. Fla. Sep. 1, 2020) (approving a service award of \$7,500.00 to each named class representative); *Saccoccio v. JP Morgan Chase Bank, N.A.*, 297 F.R.D. 683, 695 (S.D. Fla. 2014) (lead plaintiff applied for and

was granted a service award of \$5,000.00, to which there were no objections, to compensate plaintiff for aiding in the investigation of the claims, discovery requests, and settlement.); *Holt v. HHH Motors, LLP*, No. 16-2012-CA-010179, 2015 WL 14085461, at \*2 (Fla. 4th Jud. Cir. June 17, 2015) (approving the payment of \$5,000.00 to both of the named plaintiffs as an incentive award for their actions and contributions to the litigation.).

“The factors for determining a service award include: (1) the actions the class representatives took to protect the interests of the class; (2) the degree to which the class benefited from those actions; and (3) the amount of time and effort the class representatives expended in pursuing the litigation.” *In re Checking Account Overdraft Litigation*, No. 1:09-MD-02036-JLK, 2020 WL 4586398, at \*16 (S.D. Fla. 2020).

The Class Representative has actively followed this matter even prior to the complaint being filed in this matter and has made significant efforts on behalf of the Settlement Class, including maintaining contact with Class Counsel, participating in client interviews, providing relevant documents, assisting in the investigation of the Litigation, remaining available for consultation throughout settlement negotiations, reviewing relevant pleadings and the Agreement, and answering Class Counsel’s many questions. Joint Dec. ¶ 27. The requested Service Award is justified in light of the Class Representative’s willingness to devote his time and energy to prosecuting the Litigation and is reasonable in consideration of the overall benefit conferred on the Settlement Class and should be approved.

#### **B. The Court Should Award the Requested Attorneys’ Fees.**

The award of attorneys’ fees in Florida is controlled by *Kuhnlein v. Dep’t of Revenue*, 662 So. 2d 309 (Fla. 1995), and *Standard Guar. Ins. Co. v. Quanstrom*, 555 So. 2d 828 (Fla. 1990). “[U]nder the ‘common fund doctrine’ lawyers who recover a common fund for the benefit of others

are entitled to reasonably attorney fees from the fund.” *Kuhnlein*, 662 So. 2d at 314. To calculate the fee award, the Court should examine Class Counsel’s lodestar (the hours reasonably expended at appropriate hourly rates), enhanced by a contingency risk and/or results achieved multiplier. In *Kuhnlein*, the Court identified the various factors for determining the reasonableness of the attorneys’ fees:

1. the time and labor required, the novelty, complexity, and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
2. the likelihood that the acceptance of the particular employment will preclude other employment by the lawyer;
3. the fee, or rate of fee, customarily charged in the locality for legal services of a comparable or similar nature;
4. the significance of, or amount involved in, the subject matter of the representation, the responsibility involved in the representation, and the results obtained;
5. the time limitations imposed by the client or by the circumstances and, as between attorney and client, any additional or special time demands or requests of the attorney by the client;
6. the nature and length of the professional relationship with the client;
7. the experience, reputation, diligence, and ability of the lawyer or lawyers performing the service and the skill, expertise, or efficiency of effort reflected in the actual providing of such services; and
8. whether the fee is fixed or contingent, and, if fixed as to the amount or rate, then whether the client’s ability to pay rested to any significant degree on the outcome of the representation.

*Id.* at 323 n.5; *see also Nelson*, 985 So. 2d at 573. As discussed below, these factors support the \$325,000.00 requested in the Litigation, and to apply a contingency risk multiplier of approximately 2.06, which the Florida Supreme Court recognized in *Kuhnlein* should be applied “in recognition of the substantial benefit class counsel conferred upon the class members.” 662 So.

2d at 315. A maximum multiplier of 5 has been approved in common fund cases, with the *Kuhnlein* court reasoning that an “increased maximum multiplier . . . is appropriate in common-fund cases . . . to place greater emphasis on the monetary results achieved. Furthermore, a multiplier which increases fees to five times the accepted hourly rate is sufficient to alleviate the contingency risk factor involved and attract high level counsel to common fund cases while producing a fee which remains within the bounds of reasonableness.” *Id.*

**1. The time and labor required, the novelty, complexity, and difficulty of the questions involved, and the skill requisite to perform the legal service properly.**

Prosecuting and settling the Litigation demanded considerable time, labor, and skill. Class Counsel’s work on this matter includes: investigating the cause and effects of alleged unlawful sharing of Plaintiff’s and Settlement Class Members’ information, interviewing potential clients; evaluating the potential class representatives; contributing to the evaluation of the merits of the Litigation before filing the Complaint; conducting legal research; drafting the Complaint, the settlement term sheet, the Settlement Agreement, the relevant notices of settlement, the Motion for Preliminary Approval of Class Action Settlement, and this Motion for Final Approval of Class Action Settlement and Application for Attorneys’ Fees and Costs; communicating with defense counsel; preparing document and information requests for Defendant as part of informal discovery; engaging in extensive settlement negotiations with Defendant; and providing updates to and handling questions from our Class Representative. Joint Dec. ¶ 32. Class Counsel were mindful to avoid duplicative efforts among themselves. *Id.*

Further, the Litigation presented complex questions of law and fact. As a result, the Settlement Class may never have secured relief, financial or otherwise, absent this Settlement. Without reaching a swift settlement, Plaintiff would have otherwise endured lengthy, expensive, and arduous litigation, during which they would still be exposed to the risk of identity theft.

Accordingly, the requested attorneys' fee award considers the novel, complex, and difficult nature of data breach class action cases, and appropriately compensates Class Counsel's ability to resolve this matter efficiently while recovering the maximum amount available to the Settlement Class in a timely manner.

Indeed, Class Counsel's skill and experience in complex class action litigation weigh in favor of the requested attorneys' fee award. Class Counsel's background and the background of the supporting attorneys and staff demonstrate that Class Counsel is experienced in the highly specialized field of class action litigation—particularly data breach class action litigation—and are well-credentialed and equal to the difficult and novel tasks at hand. Joint Dec. ¶ 2 & Exs. 1-2 thereto (listing qualifications of Class Counsel). Class Counsel's attorneys' fee request is commensurate with that experience, which was leveraged here to procure the Settlement via early resolution of the Litigation.

**2. The likelihood that the acceptance of the particular employment will preclude other employment by the lawyer.**

The Litigation has required substantial time and labor from the attorneys. *See id.* ¶¶ 38-39. Accepting a putative class action of this difficulty and magnitude with thousands of putative class members, and the inherent and substantial risk involved, substantially impeded Class Counsel's ability to work on other fee-generating and/or lower risk cases from the time the Litigation was being investigated throughout the litigation. *Id.* ¶¶ 30-31.

**3. The fee, or rate of fee, customarily charged in the locality for legal services of a comparable or similar nature.**

Class Counsel have significant and unique legal experience in consumer class action litigation, and data breach litigation specifically. *Id.* ¶ 2 & Exs. 1-2. The hourly rates charged by Class Counsel range from \$815.00 to \$1,450.00 per hour for attorneys and \$200.00 to \$375.00 for

paralegals. *See id.* ¶ 41. These hourly rates are within the range of hourly rates that have been approved by Florida courts and elsewhere in the United States for legal services in class actions of a similar nature, considering the type of matter, level of experience, training, and education. *Id.* ¶ 42. *See, e.g., Sos v. State Farm Mut. Auto. Ins. Co.*, No. 6:17-cv-890-PGB-LRH, 2021 WL 1186811, at \*4 (M.D. Fla. Mar. 19, 2021) (approving rate of \$800 for partners and \$458 for associates and paralegal rates of \$150 and \$195 in recognition that “[c]ommercial class action law is sufficiently specialized that it should be considered a national market”); *Jackson v. Wendy’s Int’l LLC*, Case No. 6:16-cv-210-Orl-40DAB, Dkt. Nos. 153 and 157 (M.D. Fla. 2019) (approving application for attorneys’ fees utilizing lodestar crosscheck with rates of up to \$950.00 for partners and \$575.00 for associates); *Preman v. Pollo Operations, Inc.*, Case No. 6:16-cv-443-ORL-41-GJK, Dkt. No. 69 (M.D. Fla. 2018) (approving partner rates of \$950.00 and \$717.00 for associate); *Ioime v. Blanchard, Merriam, Adel & Kirkland, P.A.*, No. 5:15-cv-130-OC-30-PRL, 2016 U.S. Dist. LEXIS 195926, at \*6 (M.D. Fla. May 16, 2016) (awarding fees based on hourly rates of \$350 to \$650, requested in Memo. of Law in Support of Final Approval of Class Action Settlement, ECF No. 46-2). Given the experience, reputation and skills of Class Counsel, these hourly rates are reasonable and are well within those customarily charged in this locale for services of a similar nature. Courts around the country have approved these rates. Joint Dec. ¶ 42.

Class Counsel’s lodestar (hours \* hourly rates) through August 12, 2025, was \$157,617.50. *Id.* ¶ 33.<sup>5</sup> Class Counsel will spend more time following Final Approval assisting the Settlement Administrator with distribution of the Cash Payments and attending to other Settlement

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<sup>5</sup> This amount does not include an estimated 18 hours that Class Counsel will spend finalizing the instant motion, preparing for and attending the Final Approval Hearing, and assisting the Settlement Administrator following Final Approval. This additional time will result in an even lower multiplier. *See* Joint Dec. ¶ 36.



administration matters.

As noted above, it would not be unreasonable for Class Counsel to seek a multiplier up to 5 times the lodestar amount. *See Kuhnlein*, 662 So. 2d at 313-15. Here, Class Counsel request a 2.06 multiplier, which is justified in light of the fact that Class Counsel rendered service without compensation, achieved an excellent result, and offered extremely reasonable billing rates given their experience. *See Joint Dec.* ¶¶ 17, 34-35. The requested fee is fair in view of the complicated nature of the Litigation, and the time, effort, and skill required. *Id.* ¶ 35. The financial risks borne by Class Counsel fully support the fee requested. *Id.* Other courts have awarded fees in data breach cases relying on risk multipliers in the range Class Counsel request here. *E.g., In re Equifax Inc. Customer Data Sec. Breach Litig.*, No. 1:17-md-2800-TWT, 2020 WL 256132, at 39-40 (N.D. Ga. Mar. 17, 2020) (finding multiplier of 2.62 reasonable and within the typical range). *See also Martin v. Lake Cty.*, No. 2009-CA5295, 2016 Fla. Cir. LEXIS 2272, \*24 (quoting *Pinto v. Princess Cruise Lines, Ltd.*, 513 F. Supp. 2d 1334, 1344 (S.D. Fla 2007)) (“Florida’s lodestar analysis is patterned after, ‘lodestar multipliers in larger and complicated class actions range from 2.26 to 4.5, while three appears to be the average.’”); *Roberts v. Capital One, N.A.*, No. 16 Civ. 4841 (LGS), (S.D.N.Y. Dec. 20, 2020) (awarding \$5,100,000 resulting in a 2.22 multiplier).

**4. The significance of, or amount involved in the subject matter of the representation, the responsibility involved in the representation, and the results obtained.**

The Litigation raised issues of genuine importance to more than 83,000 customers of Defendant who were affected by the Data Incident. Because of the significant risks associated with

the Litigation and potential barriers faced by the Plaintiff, Class Counsel achieved an excellent recovery for the Settlement Class that includes significant monetary relief. Joint Dec. ¶ 6.

Indeed, the result here demonstrates why the requested fee award is reasonable. The result achieved is a major factor to consider in making a fee award. *Kuhnlein*, 662 So. 2d at 315. *See also Hensley v. Eckerhart*, 461 U.S. 424, 436, (1983) (“critical factor is the degree of success obtained”); *Pinto v. Princess Cruise Lines*, 513 F. Supp. 2d 1334, 1342 (S.D. Fla. 2007); *Behrens*, 118 F.R.D. at 547-48 (“The quality of work performed in a case that settles before trial is best measured by the benefit obtained.”).

In considering the results, courts examine the value of both monetary and non-monetary relief. *See Marty v. Anheuser-Busch Cos., LLC*, No. 13-cv-23656-JJO, 2015 WL 6391185, at \*2 (S.D. Fla. Oct. 22, 2015) (“[the] trial court properly concluded that ‘class received substantial benefit’ from label change that removed allegedly misleading statement . . . and non-monetary relief was properly considered in evaluating attorneys’ fees”); *Perez v. Asurion Corp.*, 501 F. Supp. 2d 1360 (S.D. Fla. 2007). The results achieved here demonstrate that the results achieved through the Settlement are excellent.

**5. The time limitations imposed by the client or by the circumstances and, as between attorney and client, any additional or special time demands or requests of the attorney by the client.**

Class Counsel incorporate by reference the previous discussion regarding their inability to work on other cases because of the time burdens of the Litigation and its importance. *See* Joint Dec. ¶¶ 38-39. With respect to demands imposed by the client, the representation of the Settlement Class does not end with Final Approval of the Settlement. *See id.* ¶ 37. Ultimately, Class Counsel are responsible for seeing that the terms of the Settlement are followed, which will involve a substantial time commitment. *See id.*

**6. The nature and length of the professional relationship with the client.**

Class Counsel and the Plaintiff have had a relationship since before filing the complaints in the actions and will continue to work with one another for a few more months, including time after Final Approval. *Id.* ¶ 37. The investigation, prosecution, and settlement of the Litigation has required a substantial amount of Class Counsel's time and effort. *Id.* Class Counsel spent significant time working with the Plaintiff—investigating the Litigation and keeping them informed of the progress of the Litigation. *Id.*

**7. The experience, reputation, diligence and ability of the lawyer or lawyers performing the service and the skill, expertise or efficiency of effort reflected in the actual providing of such services.**

Class Counsel have demonstrated their skills, experience, and reputation. Class Counsel have extensive experience in the litigation, certification, trial, and settlement of consumer class action litigation, and specifically in data breach litigation. *Id.* ¶ 2 & Exs. 1-2. There are few, if any, firms in the nation with the expertise of Class Counsel in these types of cases. *Id.* ¶ 2. Class Counsel has recovered millions of dollars for the classes they represented in dozens of cases. *Id.* In negotiating this Settlement, Class Counsel had the benefit of years of experience and a familiarity with the facts of the Litigation as well as with other data breach cases. *Id.*

Class Counsel's reputation, diligence, expertise, and skills are reflected in the work they performed and the results they achieved. The fact that Class Counsel were able to successfully resolve the Litigation through recovery of up to \$5,000.00 per person for document extraordinary losses and up to \$500.00 per person for document ordinary losses is a testament to their skill, expertise, and efficiency of effort despite the potential hurdles presented.

**8. Whether the fee is fixed or contingent, and if fixed as to the amount or rate, then whether the client's ability to pay rested to any significant degree on the outcome of the representation.**

The fee arrangement in this matter was fully contingent, meaning that Class Counsel have not received any compensation for their services in the Litigation after rendering the described above. *Id.* ¶ 30. The fully contingent nature of this representation further supports the requested fee award, applying the requested multiplier.

Indeed, “[a] contingency fee arrangement often justifies an increase in the award of attorney’s fees.” *Behrens*, 118 F.R.D. at 548; *see also In re Continental Ill. Sec. Litig.*, 962 F.2d 566 (7th Cir. 1992) (holding that when a common fund case has been prosecuted on a contingent basis, plaintiffs’ counsel must be compensated adequately for the risk of non-payment); *Ressler*, 149 F.R.D. at 656 (“Numerous cases recognize that the attorney’s contingent fee risk is an important factor in determining the fee award”); *Walters v. Atlanta*, 652 F. Supp. 755, 759 (N.D. Ga. 1985), *modified*, 803 F.2d 1135 (11th Cir. 1986); *York v. Ala. Senate Bd. of Ed.*, 631 F. Supp. 78, 86 (M.D. Ala. 1986). As the *Behrens* court observed:

Generally, the contingency retainment must be promoted to assure representation when a person could not otherwise afford the services of a lawyer... A contingency fee arrangement often justifies an increase in the award of attorney’s fees. This rule helps assure that the contingency fee arrangement endures. If this “bonus” methodology did not exist, very few lawyers could take on the representation of a class client given the investment of substantial time, effort, and money, especially in light of the risks of recovering nothing.

*Behrens*, 118 F.R.D. at 548.

That multiplier specifically addresses the contingent nature of Class Counsel’s representation of Plaintiff, the putative class, and now the Settlement Class and the results Class Counsel obtained for them. *Kuhnlein*, 662 So. 2d at 315. Class Counsel received no compensation during the course of the Litigation and have incurred expenses litigating on behalf of the Settlement

Class before this Court, which they risked losing had Defendant prevailed at the motion to dismiss, summary judgment, class certification, trial, or appellate stages. From the time Class Counsel filed the Litigation, there existed a real possibility they would achieve no recovery and, hence, no compensation.

### **C. Class Counsel's Costs**

Further, Class Counsel have also incurred reasonable and necessary costs to pursue the claims in the Litigation. Joint Dec. ¶ 43; *see Mills v. Electric Auto-Lite Co.*, 396 U.S. 375, 391-92 (1970). To date, those costs are \$12,771.95, and consist of court filing fees, service of process fees, and mediation fees. Joint Dec. ¶ 43. Reimbursement of these costs is included in the same \$325,000.00 fees and costs award.

**WHEREFORE**, Plaintiff and Class Counsel respectfully request the Court enter a Final Approval Order, *inter alia*: (a) granting Final Approval to the Settlement as fair, adequate and reasonable, finding that the Notice Program was carried out in accordance with the Preliminary Approval Order; (b) certifying the Settlement Class pursuant to Florida Rule of Civil Procedure 1.220(b)(2) and (3); (c) reaffirming the appointment of Class Counsel Jeff Ostrow of Kopelowitz Ostrow P.A. and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC; (d); reaffirming Plaintiff as Class Representatives to represent the Settlement Class; (e) approving an award to Class Counsel of attorneys' fees and reimbursement of reasonable costs in the amount of \$325,000.00; (f) granting a \$2,500.00 Service Award for the Class Representative; and (g) awarding such other and further relief as the Court deems just and proper.

A proposed Final Approval Order is attached hereto as ***Exhibit D***.

Dated: August 15, 2025.

Respectfully submitted,

By: Jeff Ostrow

Jeff Ostrow FBN 121452

**KOPELOWITZ OSTROW P.A.**

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*Attorneys for Plaintiff and the Settlement  
Class*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on August 15, 2025, I electronically filed the foregoing with the Clerk of the Court which will send notice of electronic filing to all counsel of record.

/s/ Jeff Ostrow

Jeff Ostrow

# EXHIBIT A

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT  
IN AND FOR LAKE COUNTY, FLORIDA

ROBERT MORRIS, individually,  
and on behalf of all others similarly situated,

Plaintiff,

vs.

Case No.: 2024-CA-41

COMMERCE V3, INC.,

Defendant.

\_\_\_\_\_ /

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Settlement” or “Settlement Agreement” or “Agreement”) is entered into on this 14<sup>th</sup> day of February, 2025, by and between (1) Plaintiff Robert Morris (“Plaintiff”), on behalf of himself and all others similarly situated, and (2) Defendant Commerce V3, Inc. (“Defendant”). Plaintiff and Defendant are individually referred to as “Party” or collectively referred to herein as the “Parties.”

**RECITALS**

**WHEREAS**, Plaintiff is a customer of Revival Animal Health, Inc. (“Revival”), a merchant that uses Defendant’s e-commerce platform to enable its customers to place online orders for pet medication;

**WHEREAS**, Plaintiff alleges that on or about October 19, 2023, he received written notice (“Notice of Breach”) from Revival that Defendant had been the target of a cybersecurity incident (“Data Incident”), which may have resulted in the compromise of his name, billing address, payment card number, CVV code, and payment card expiration date (“Personal Information”);

**WHEREAS**, on January 8, 2024, Plaintiff filed a putative class action (“Complaint”) in the Circuit Court of the Fifth Judicial Circuit in and for Lake County, Florida, alleging that



Defendant failed to adequately safeguard the Personal Information of Plaintiff and other customers utilizing Defendant's e-commerce platform ("Action"). Plaintiff and the putative class sought monetary, declaratory, and equitable relief in the Action;

**WHEREAS**, Defendant denies any wrongdoing and liability in connection with the Data Incident, maintains that it complied with all applicable law, and filed a motion to dismiss. After the filing of the motion to dismiss, the Parties agreed to discuss a potential resolution of the matter;

**WHEREAS**, the Parties engaged the services of Bennett G. Picker of Stradley Ronon Stevens & Young, LLP—an experienced mediator with knowledge of relevant laws implicated in a data-privacy class action. After a productive mediation on November 13, 2024, the Parties agreed to the terms of a settlement, desiring to resolve any claims related to the Data Incident rather than continue litigating the matter;

**WHEREAS**, Plaintiff and his counsel believe strongly in the merits of their claims and ability to move forward in this Action; however, in consideration of all the circumstances, including the significant risks and costs associated with protracted litigation, they concluded that the proposed Settlement is fair, reasonable, and adequate, and is in the best interests of all members of the Settlement Class (as defined in Paragraph 1 below);

**WHEREAS**, Defendant indicated its intent to contest every claim in the Action and maintains that it has consistently acted in accordance with governing laws, but considering the expenses that would be necessary to defend the litigation and the benefits of final resolution, concluded that its interests are best served by settling the Lawsuit on the terms and conditions in the Agreement;

**WHEREAS**, the Parties and their respective counsel have engaged in arm's-length settlement negotiations and mutually desire to settle the Action fully, finally, and forever on behalf

of all Settlement Class Members (defined in paragraph 1) and for the Released Claims (defined in Paragraph 11 below) in accordance with the terms and conditions of the Agreement, which the Parties believe constitute a fair and reasonable compromise of the claims and defenses asserted in the Action and upon final approval of the Court;

**WHEREAS**, based on their evaluation of the facts and the law, Plaintiff and his counsel (hereinafter “Class Counsel”) have agreed to settle the Action after considering such factors as: (1) the benefits to the Settlement Class; (2) the risk, uncertainty, cost, and delay of continued litigation; and (3) the desirability of obtaining relief for Plaintiff and the Settlement Class now rather than later (or not at all);

**WHEREAS**, Plaintiff and Class Counsel have determined that the Settlement provides substantial benefits to the Settlement Class and represents a fair, reasonable, and adequate settlement of the claims that are or could have been alleged in the Action;

**WHEREAS**, Defendant and its counsel have made similar determinations, and, while denying wrongdoing, Defendant enters into the Settlement to avoid the expense, inconvenience, and inherent risk of litigation, as well as the disruption of its business operations.

#### **MISCELLANEOUS DEFINITIONS**

- A. “Claim” means the timely submission of a Claim Form by a Claimant.
- B. “Claim Form” means the form attached hereto as **Exhibit 1**, as approved by the Court. The Claim Form must be submitted physically (via U.S. Mail) or electronically (via the Settlement Website) by Settlement Class Members who wish to file a claim for Settlement Class Member Benefits (as defined in paragraph 3 below) pursuant to the terms and conditions of this Agreement. The Claim Form shall be available for download from the Settlement Website. The

Settlement Administrator shall mail a Claim Form, in hardcopy form, to any Settlement Class Member who so requests.

C. “Final Approval” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order (as defined in paragraph 18), substantially in the form attached to the Motion for Final Approval (as defined in paragraph 17).

D. “Valid Claim” means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally; (d) returned via mail and postmarked by the Claims Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claims Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator’s Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

### **CERTIFICATION OF SETTLEMENT CLASSES**

#### **1. The Settlement Class:**

The “Settlement Class” is defined as follows:

All customers of Revival Animal Health, Inc. in the United States who were sent a Notice Letter that their Personal Information was potentially compromised in the Data Incident.

Excluded from the Settlement Class are: (a) Defendant’s officers and directors; (b) any entity in which Defendant has a controlling interest; and (c) the affiliates, legal representatives,

attorneys, successors, heirs, and assigns of Defendant. Also excluded from the Settlement Classes are members of the judiciary to whom this case is assigned, their families and members of their staff. Defendant estimates that the Settlement Class may include 82,893 individuals (each, a “Settlement Class Member”). “Settlement Class Members,” as used herein, are those members of the Settlement Class who do not file a timely and valid opt-out by the Opt-Out Deadline (defined in paragraph 14).

**2. Certification of Settlement Class:** Promptly after execution of the Agreement, Class Counsel will file a Motion for Preliminary Approval (defined in paragraph 12 below) requesting the Court issue an order certifying the Settlement Class for Settlement purposes only. Defendant agrees not to object to this request without waiver of its right to contest certification or the merits of the Action if the Settlement does not receive Final Approval or the Effective Date (defined in Paragraph 19) does not occur.

### **RELIEF TO THE SETTLEMENT CLASS**

**3. Settlement Consideration:** Defendant will provide the following “Settlement Class Member Benefits”

A. **Compensation for Out-of-Pocket Losses and Lost Time:** Defendant will agree to make available the following compensation available to Settlement Class Members (each, a “Claimant”) who submit a Valid Claim.

- i. *Compensation for Ordinary Losses:* Defendant will provide compensation for unreimbursed, documented losses, up to a total of \$500 per Settlement Class Member, upon submission of a Claim and supporting documentation, such as the following losses:

- (a) *Out-of-pocket expenses incurred* as a result of the Data Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel;
  - (b) *Fees for credit reports, credit monitoring, or other identity theft insurance product* purchased between November 24, 2021, and the date of the order granting Preliminary Approval of the Settlement;
  - (c) *Up to 4 hours of lost time* spent dealing with the Data Incident, reimbursed at the rate of \$20/hour, if at least one full hour was spent dealing with the Data Incident.<sup>1</sup> Claimants must attest to the accuracy of any request for compensation for lost time.
- ii. *Compensation for Extraordinary Losses*: Defendant will provide up to \$5,000 in compensation to each Claimant for proven monetary loss if:
  - (a) The loss is an actual, documented, and unreimbursed monetary loss;
  - (b) The loss was more likely than not caused by the Data Incident;
  - (c) The loss occurred between November 24, 2021, and the Claims Deadline (as defined below in paragraph 5); and
  - (d) The loss is not already covered by one or more of the normal reimbursement categories; and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

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<sup>1</sup> Claims for lost time are included within the \$500 cap on ordinary losses.

B. Alternative Cash Payment. In lieu of claiming compensation under Paragraph 3(A), Settlement Class Members who submit a Valid Claim may elect to receive a \$40 payment without the need to document losses or attest to time spent as a result of the Data Incident.

**4. Claim Requirements and Limitations:**

A. Claims for monetary losses will be subject to review for completeness, plausibility, and reasonable traceability to the Data Incident by the Settlement Administrator (defined in paragraph 9). Settlement Class Members will have the opportunity to seek review by a third-party claims referee at Defendant's expense if they dispute the Settlement Administrator's initial determination (as described in Paragraph 9(D)).

B. Compensation for the losses described in Paragraph 3(A)—except lost time under Paragraph 3(A)(i)(c)—shall be paid only if:

- i. the loss is an actual, documented, and unreimbursed monetary loss;
- ii. it is determined by the Settlement Administrator, or in the course of the appeals process, that the loss was more likely than not caused by the Data Incident;
- iii. the loss occurred between November 24, 2021 and the Claims Deadline;
- iv. the Claimant made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance; and
- v. documentation of the claimed losses is not “self-prepared.” Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement. Claimants must submit reasonable documentation in support of their claim for out-of-pocket losses, to be evaluated by the Claims Administrator.

C. Each Settlement Class Member may submit only one Claim Form.

D. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages.

5. **Claims Period**: Settlement Class members shall have 90 days from the date that the Notice (as defined and described in Paragraph 13) is first issued to the Settlement Class to submit a Valid Claim (the “Claims Deadline”).

6. **Proof of Class Membership**: As proof of Settlement Class membership, any Settlement Class members filing a Claim must submit the unique identifier provided by the Settlement Administrator, attest that they received either the Notice of Data Incident or Notice of this Settlement, and provide the name and address to which either notice was sent.

7. **Settlement Class Member Payments**:

A. **Settlement Class Member Payments**. Any payments will either be mailed to Settlement Class Members at the address to which Notice was provided, to an address provided by the Settlement Class Member at the time of their Claim submission, or transmitted through an electronic payment method selected by the Settlement Class Member. Settlement Class Member Payments will be sent within 30 days following the Effective Date and after Defendant’s or the Settlement Administrator’s confirmation through review of Defendant’s records that the particular Claimant is entitled to relief, or the Settlement Administrator’s confirmation through review of the Claimant’s submission of sufficient documentation demonstrating an entitlement to relief under the Settlement whichever is later.

B. **Returned Checks**. If a check is returned as undeliverable, the Settlement Administrator will re-mail the check if a forwarding address is provided. If a forwarding address is not provided, or if the check is re-mailed and returned, the check will be cancelled, and Defendant will have no further obligation to attempt to make a payment to that Settlement Class

Member and that Settlement Class Member would have release all claims in the Action without receiving a Settlement Class Member Payment.

C. Uncashed/Cancelled Checks. Checks shall be valid for at least 90 days from the date of issue. Upon request, Defendant or the Settlement Administrator will provide Class Counsel with a report on uncashed or cancelled checks.

D. Residual funds. All residual funds remaining in any account maintained by the Settlement Administrator for purposes of administering this Settlement shall revert back to, and be the property of, Defendant and/or its insurer at the conclusion of Settlement Administration. Such funds shall be transferred back to Defendant or its insurers within 10 business days of the close of Settlement Administration pursuant to wire instructions to be provided by counsel for Defendant.

**8. Attorneys' Fees, Costs, and Service Award:**

A. Attorneys' Fees and Costs.

Defendant agrees not to object to Plaintiff's request for attorneys' fees and reimbursement of reasonable costs ("Application for Attorneys' Fees and Costs") associated with the Action to Class Counsel in a total amount not to exceed a total of \$325,000.00.<sup>2</sup> Class Counsel and Plaintiff agree not to seek or accept an attorneys' fee greater than \$325,000.00. Class Counsel will file their Motion for Final Approval (defined in paragraph 17), which shall include the Application for Attorneys' Fees and Costs, no later than 45 days before the Final Approval Hearing (defined in paragraph 16). Provided there are no objections to the Settlement, Defendant will pay, or cause to

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<sup>2</sup> Class Counsel in this matter are Jeff Ostrow of Kopelowitz Ostrow P.A. and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC.



be paid, the amount approved by the Court that does not exceed \$325,000.00, to Class Counsel within 10 days of the Effective Date.

The Court's consideration of Class Counsel's requested attorneys' fees and costs shall be separate from its consideration of the Settlement, and the Court's approval of the Settlement shall not be contingent upon an attorneys' fees or cost award at all or in any particular amount. If the Court reduces or disapproves Class Counsel's request for an award of attorneys' fees or costs, that will not be grounds to terminate the Settlement.

The Court-approved attorneys' fees and costs will not affect any benefits provided to Settlement Class Members or Plaintiff and will be paid separate and apart from any other sums agreed to under this Settlement. Defendant's obligations with respect to the Court-approved attorneys' fees and costs shall be fully satisfied upon provision of the funds to Class Counsel. Class Counsel will be responsible for any loss that may occur after receipt of the funds and for allocating the attorneys' fees and costs among Class Counsel or others. Defendant will have no responsibility or liability in connection with the allocation of the attorneys' fees or costs, or for any tax obligations or payments associated therewith. Class Counsel will bear all liability, and Defendant will bear no liability (beyond the Court-approved Class Counsel Payment itself), in connection with any claim for payment made by any attorney or service provider who claims to have rendered services to, for, or on behalf of Plaintiff, any Settlement Class Member, or Class Counsel in connection with the Action and this Settlement.

Except for the Court-approved attorneys' fees and costs, the Parties will be responsible for their respective fees, costs, and expenses incurred in connection with the Action. No interest will accrue with respect to any Court-approved attorneys' fees and costs.

B. Service Award. Defendant agrees not to object to Plaintiff's request for a service award in an amount not to exceed \$2,500 for Plaintiff for the time and effort expended on behalf of the Settlement Class "Service Award"). Class Counsel and Plaintiff agree not to seek or accept a Service Award greater than \$2,500. Class Counsel will petition for approval of the Service Award in the Motion for Final Approval. Defendant will pay, or cause to be paid, the amount approved by the Court that does not exceed \$2,500 total. The Court-approved Service Award will not affect any benefit provided to Settlement Class Members, including Plaintiff. Defendant will pay, or cause to be paid, the Court-approved Service Award within 30 days of the Effective Date according to wire instructions to be provided by Class Counsel. Defendant's obligation for payment of any Court-approved Service Award will be fully satisfied upon provision of the funds to Class Counsel. Plaintiff will bear all liability (beyond the Court-approved Service Award payment itself), and Defendant will bear no liability, for payment of taxes due, if any, on the Court-approved Service Award. No interest will accrue with respect to the Court-approved Service Award if paid in accordance with the Settlement.

### **SETTLEMENT ADMINISTRATION**

#### **9. Claims and Settlement Administration:**

A. Settlement Administrator. The Parties have selected RG/2 Claims Administration, LLC as the third-party claims administrator ("Settlement Administrator") to provide Notice of the Settlement to the Settlement Class and otherwise administer the Settlement, subject to the approval of the Court. The Settlement Administrator will administer the Settlement, including: (1) providing notification of the proposed Settlement to the Settlement Class in a manner mutually agreeable to the Parties, which may include email or direct mail notification; (2) creating and hosting a website (the "Website"), publicly accessible through the end of the Claims Period, dedicated to providing

information related to this Action and access to relevant publicly available court documents relating to this Action, the Settlement, and the Settlement Agreement, including the “Email Notice,” (Exhibit 2) “Postcard Notice,” (Exhibit 3) and “Long Form Notice” (Exhibit 4) of the Settlement, and offering Settlement Class Members the ability to submit Claims and supporting documentation for relief; (3) maintaining a toll-free telephone number and P.O. Box by which Settlement Class members can seek additional information regarding the Settlement; (4) processing Claims and supporting documentation submissions, and the provision of approved payments to Settlement Class Members; (5) processing requests to opt out of the Settlement from Settlement Class Members; and (6) any other provision of the Agreement that relates to the Settlement and Settlement Administration. Upon reasonable notice, the Settlement Administrator will make available for inspection by Class Counsel such information as is reasonably necessary for Class Counsel to confirm compliance with the Settlement administration aspects of the Settlement. Postcard Notices must contain a QR code that will direct the recipient to the Settlement Website’s home page, [<https://www.PLACEHOLDER.com>]. Email Notices must contain a direct link to the Settlement Website’s home page.

B. Review and Assistance. Class Counsel will be permitted to audit and review actual (or summary reports on) claims made, Claim Forms approved or denied, checks issued, calculation of benefits under the Settlement, returned checks and uncashed checks to assist with (1) the effectuation of the Settlement, and (2) the Parties’ respective desire to reasonably ensure that the benefits are administered in a manner to attempt to reach each Settlement Class Member.

C. Cost of Settlement Administration. Defendant will be responsible for the cost of Settlement administration, including the payment of the Settlement Administrator. The cost of Settlement administration will not affect any benefit provided to Settlement Class Members,

including Plaintiff. Except for the Court-approved attorneys' fees, costs, and Service Award, Defendant will not be responsible for, and will not pay, any additional costs or fees incurred by Plaintiff or Class Counsel with respect to the negotiation, implementation, or Settlement administration, or any costs incurred by any Settlement Class member in connection with participating in, opting-out of, or objecting to the Settlement.

D. Dispute Resolution.

- i. The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the Claimant is a Settlement Class member; (2) the Claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the losses and/or reimbursements described in Paragraph 3; and (3) the information submitted could lead a reasonable person to conclude that more likely than not that the Claimant has suffered the claimed losses as a result of the Data Incident. The Settlement Administrator may, within 60 days of the Claims Deadline, request from the Claimant, in writing, additional information as the Settlement Administrator may reasonably require in order to evaluate the claim, documentation requested on the Claim Form, and required documentation regarding the claimed losses. The Settlement Administrator's initial review will be limited to a determination of whether the Claim is complete and plausible. For any Claims that the Settlement Administrator determines to be implausible, the Settlement Administrator will deem those claims invalid.
- ii. Upon receipt of an incomplete or unsigned Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the

Settlement Administrator shall request via email or U.S. Mail additional information (“Claim Supplementation”) and give the Claimant 21 days from the date the request is sent to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within 30 days of receipt of such Claim Form or 30 days from the Claims Deadline, whichever comes later. If the defect is not timely cured, then the Claim Form will be deemed invalid and there shall be no obligation to pay the claim.

- iii. Following receipt of additional information requested by the Settlement Administrator, the Settlement Administrator shall have 10 days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the Claimant, the Settlement Administrator determines that such a Claim is facially valid, then the Claim shall be paid. If the Settlement Administrator determines that such a claim is not facially valid because the Claimant has not provided all information needed to complete the Claim Form and enable the Settlement Administrator to evaluate the Claim, then the Settlement Administrator may reject the claim without any further action. If the Claim is rejected in whole or in part for other reasons, then the Claim may be referred to the claims referee, who shall be selected by mutual agreement of the Parties should the need arise for said selection.
- iv. Claimants shall have 30 days from receipt of any offer of payment from the Settlement Administrator to accept or reject the offer. If a Claimant rejects an offer from the Settlement Administrator, the Settlement Claims Administrator shall have 15 days to reconsider its offered amount and make a final determination. If the

Claimant approves the final determination, then the approved amount shall be the amount to be paid. If the Claimant does not approve the final determination within 30 days of it being made, then the dispute may be submitted to the claims referee within 10 days from the date by which the Claimant was required to approve the final determination.

- v. If any dispute is submitted to the claims referee, the claims referee may approve the Settlement Administrator's determination by making a ruling within 15 days of the claims referee's receipt of the submitted dispute. The claims referee may make any other final determination of the dispute or request further supplementation of a Claim within 30 days of the claims referee's receipt of the submitted dispute. The claims referee's determination shall be based on whether the claims referee is persuaded that the claimed amounts are reasonably supported in fact and were more likely than not caused by the Data Incident. The claims referee shall have the power to approve a Claim in full or in part. The claims referee's decision will be final and non-appealable. Any Claimant referred to the claims referee shall reasonably cooperate with the claims referee, including by either providing supplemental information as requested or, alternatively, signing an authorization allowing the claims referee to verify the Claim through third party sources, and failure to cooperate shall be grounds for denial of the claim in full. The claims referee shall make a final decision within 30 days of the latter of the following events: its receipt of the submitted dispute or its receipt of all supplemental information requested.

**10. No Other Financial Obligations on Defendant:** Defendant will not be obligated to pay any fees, expenses, or costs in connection with the Action or the Settlement other than the amounts and categories specifically provided for in the Settlement.

**RELEASE**

**11. Release:**

A. As of the Effective Date, Plaintiff and every Settlement Class Member (except those who timely and validly opt-out), for themselves, their attorneys, spouses, beneficiaries, executors, representatives, heirs, successors, and assigns, in consideration of the relief set forth in the Agreement, fully and finally release Defendant, its parents, subsidiaries, predecessors, shareholders, members, merchants, vendors, and affiliates, and all of their present and former officers, directors, employees, agents, consultants, advisors, attorneys, representatives, insurers, and legal representatives from any and all claims or causes of action, whether known or unknown, that concern, or relate to (a) the Data Incident; and (b) all other claims arising out of the Data Incident that were asserted, or that could have been asserted, in the Action. The claims released in this Paragraph are referred to as the “Released Claims,” and the parties released are referred to as the “Released Parties.”

B. Plaintiff and the Settlement Class Members waive any principles of law similar to and including Section 1542 of the California Civil Code, 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.

Plaintiff and the Settlement Class Members agree that Section 1542 and all similar federal or state laws, rules, or legal principles of any other jurisdiction are knowingly and voluntarily waived in

connection with the claims released in the Settlement Agreement and agree that this is an essential term of the Settlement Agreement. Plaintiff and the Settlement Class Members acknowledge that they may later discover claims presently unknown or suspected, or facts in addition to or different from those which they now believe to be true with respect to the matters released in the Settlement Agreement. Nevertheless, Plaintiff and the Settlement Class Members fully, finally, and forever settle and release the Released Claims against the Released Parties.

### **SETTLEMENT APPROVAL PROCESS**

**12. Preliminary Approval Order:** As soon as practicable after the execution of the Agreement, Plaintiff will file a Motion for Preliminary Approval of the Settlement, requesting entry of a Preliminary Approval Order, which:

- A. Preliminarily approves the Settlement;
- B. Certifies the Settlement Class for Settlement purposes only pursuant to Paragraph 2;
- C. Finds that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing Notice to the Settlement Class;
- D. Appoints the Settlement Administrator in accordance with Paragraph 9(A);
- E. Approves the Notice Program (as described in Paragraphs 9(A), 13, 14, and 15) and directs the Settlement Administrator and Defendant to provide notice to Settlement Class in accordance with said Notice Program;
- F. Approves the forms of the Notices;
- G. Approves the Settlement Class Claim Form and directs the Settlement Administrator to conduct Settlement administration in accordance with the provisions of the Settlement;



H. Approves the exclusion, *e.g.*, opt-out, and objection procedures outlined in the Settlement;

I. Schedules a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the proposed Settlement and whether it should be finally approved by the Court;

J. Appoints Plaintiff as representative on behalf of the Settlement Class (“Class Representative”);

K. Appoints Jeff Ostrow of Kopelowitz Ostrow P.A. and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC, as Class Counsel; and

L. Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of the Settlement.

A copy of the proposed Preliminary Approval Order is attached as **Exhibit 5**. Should the Court decline to grant Preliminary Approval with respect to any aspect of the Settlement Agreement, the Settlement will be null and void, the Parties will have no further obligations under it, and the Parties will revert to their prior positions in the Action as if the Settlement had not occurred.

**13. Settlement Class Notice:** By no later than 10 days following entry of the Preliminary Approval Order, Defendant will provide the Settlement Administrator with a list of all Settlement Class Members and their full names, known mailing addresses and/or email addresses. By no later than 30 days following entry of the Preliminary Approval Order (“Notice Completion Deadline”), the Settlement Administrator will notify Settlement Class members of the Settlement with the Email Notice or Postcard Notice sent by email address or postal address. The Notice of the proposed Settlement (“Notice” or “Notice Date”) will advise that Settlement Class members have 90 days from the date that Notice is first sent to submit a Claim (“Claims Deadline”). Before

mailing the Notice, the Settlement Administrator will update the Settlement Class member's address through a reliable service of the Settlement Administrator's choosing that is consistent with its customary business practices. If a Notice is returned to the Settlement Administrator as undelivered and a forwarding address is provided, the Settlement Administrator will re-mail one additional time to the new address. For those Notices returned to the Settlement Administrator as undeliverable with no forwarding address, the Settlement Administrator will perform a skip trace search and/or make other reasonable efforts to locate an updated address and, where such an address is found, will re-mail the notice to the updated address.

**14. Right to Opt Out:** Settlement Class Members who submit a timely, written request to opt out from the Settlement Class will be excluded from the Settlement Class. A request to opt out must be in writing and signed by the Settlement Class member, and the written request must state the name, address, and phone number of the person seeking to opt out. The written request also must clearly manifest a person's intent to be excluded from the Settlement Class. The request must be mailed to the Settlement Administrator at the address provided in the Notice no later than 30 days before the initial scheduled Final Approval Hearing ("Opt-Out Deadline"). A request to opt out that does not include all the foregoing information, or that is sent to an address other than the one designated in the Notice, or that is not mailed by the deadline will be invalid, and the person submitting the request will remain a Settlement Class Member. A Settlement Class Member who submits a valid Settlement Class Claim Form is not eligible for exclusion, and any subsequent request for to opt out will be invalid. All Settlement Class members who submit valid, timely notices of their intent to opt out of the Settlement Class shall not receive any benefits of and/or be bound by the terms of the Settlement. All persons falling within the definition of the Settlement Class who do not request to opt out of the Settlement Class in the manner described in this

paragraph shall be bound by the terms of the Settlement. A list of those who have opted out of the Settlement will be attached to the Final Approval Order.

**15. Right to Object:** Any Settlement Class Member who objects to the Settlement may appear in person or through counsel, at his or her own expense, at the Final Approval Hearing to present any relevant evidence or argument. No Settlement Class Member will be heard and no papers submitted by any Settlement Class Member will be considered unless, no later than 30 days before the initial scheduled Final Approval Hearing (“Objection Deadline”), the Settlement Class Member files with the Court and mails to Class Counsel and Defendant’s counsel written objections that include: (a) the title of the case; (b) the objector’s full name, current address, telephone number, and email address; (c) the Settlement Class Member’s original signature; (d) all legal and factual bases for any objection; (e) copies of any documents that the objector wants the Court to consider; (e) all counsel representing the Settlement Class Member, if any; (f) the signature of the Settlement Class Member’s duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation; and (g) a list, including 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 in the past five years. Should the objector wish to appear at the Final Approval Hearing, he or she must so state, and must identify any documents or witnesses the Settlement Class Member intends to call on his or her behalf, and the attorney(s) representing the objecting Settlement Class Member who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, email address, state bar(s) to which counsel is admitted, as well as associated bar numbers. Any Settlement Class Member who fails to object in this manner will be deemed to have waived and forfeited any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement,

and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in this Lawsuit. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this Paragraph. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Judgment and Order approving this Settlement Agreement, or the judgment to be entered upon final approval shall be pursuant to appeal under the Florida Rules of Appellate Procedure and not through a collateral attack.

16. **Final Approval Hearing**: At the time of the submission of the Motion for Preliminary Approval, the Parties shall request that the Court hold a Final Approval Hearing approximately 120 days after the Preliminary Approval Order.

17. **Motion for Final Approval**: At least 45 days prior to the original date set for the Final Approval Hearing, Plaintiff will file the Motion for Final Approval.

18. **Final Judgment and Order**: At the Final Approval Hearing, the Parties will ask the Court to enter Final Approval of the Settlement and final judgment in a single order (collectively “Final Approval Order”). A copy of the proposed Final Approval Order is attached as **Exhibit 6**.

19. **Finality of Judgment**: The Final Approval Order will be deemed final, and the “Effective Date” will occur: (a) 35 days after the Final Judgment and Order is entered if no notice of appeal or motion tolling the time for appeal is filed; or (b) if any such document is filed, 14 days after all appellate proceedings (including proceedings in this Court in the event of a remand) have been finally terminated and the Settlement has been finally approved in all material respects.

#### **MISCELLANEOUS PROVISIONS**

20. **Right to Terminate Settlement**: If more than 100 of the Settlement Class opt out of the Settlement Class, Defendant shall have the right, but not the obligation, to terminate the

Agreement. If Defendant opts to terminate the Agreement, the Parties shall return to their respective positions immediately prior to entering into the Agreement and the Parties' Settlement negotiations shall not be admissible in any legal proceeding or construed as an admission of liability by Defendant or a concession by Plaintiff in any manner.

**21. Construction:** The Agreement has been drafted by both Parties and shall not be construed for or against any of the Parties.

**22. Integration of Exhibits:** The exhibits to the Agreement are incorporated by reference and are an integral part of the Agreement.

**23. Advice of Counsel:** The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this Agreement, including its exhibits, and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

**24. No Evidence, No Admission:** In no event shall the Agreement, any of its provisions, or any negotiations, statements, or proceedings relating to it be offered or received as evidence in the Action or in any other proceeding, except in a proceeding to enforce the Settlement (including its release). Without limiting the foregoing, neither the Agreement nor any related negotiations will be offered or received as evidence, or as an admission or concession, by any person of any matter, including, but not limited to, any alleged wrongdoing on the part of Defendant or the appropriateness of certification of any class.

**25. Tax Consequences:** Defendant gives no opinion as to the tax consequences of the Settlement to Settlement Class Members or anyone else. Each Settlement Class Member's or other person's tax obligations, if any, and the determination of any obligations, are the sole responsibility

of the Settlement Class Member or other person. Defendant and Class Counsel will act as they determine are required by the Internal Revenue Code in reporting any Settlement benefit provided or attorneys' fees or costs received pursuant to the Settlement.

**26. Cooperation in Effecting Settlement:** The Parties, their successors and assigns, and their attorneys will implement the Settlement in good faith, use good faith in resolving any disputes that may arise in the implementation of the Settlement, cooperate with one another in seeking Court approval of the Settlement, and use their best efforts to affect the prompt consummation of the Settlement.

**27. Publicity:** The Parties will cooperate with each other regarding public statements about the Settlement and may issue a joint statement/press release if they mutually agree to do so. The Parties reserve their right to rebut, in a matter that such Party determines to be appropriate, any contention made in any public forum that the Action was brought or defended in bad faith or without a reasonable basis. Defendant may, at its sole discretion, make a public statement about its operating procedures, or changes to these procedures, relating to cybersecurity. Nothing in this provision shall be construed to prevent Class Counsel from listing the existence of this Settlement on its website, including the value and benefits made available. Nevertheless, the remaining terms of the Settlement and the Agreement itself shall remain confidential.

**28. Authority to Execute Agreement:** Each person executing the Agreement represents that he or she is authorized to execute it.

**29. No Assignment:** The Parties represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other person or party.

**30. Successors and Assigns:** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

**31. Jurisdiction:** The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement and the Parties hereby submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Settlement Agreement. The Parties agree and stipulate that, for the purposes of this Settlement Agreement, the conduct giving rise to Plaintiff's claims occurred in or emanated from Florida.

**32. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the state of Florida, without regard for its choice-of-law rules.

**33. Counterparts:** The Agreement may be executed in counterparts, each of which will be considered an original. Executed signature pages are valid and enforceable whether they are originals or copies, and whether transmitted by facsimile, email, or any other means.

**[SIGNATURES ON NEXT PAGE]**

Whereupon, the foregoing Settlement Agreement and Release was executed by:

**ROBERT MORRIS**

DocuSigned by:



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2/14/2025 | 1:57 PM PST

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

**COMMERCE V3, INC.**

\_\_\_\_\_  
Signature

BY: \_\_\_\_\_

Name and Title

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

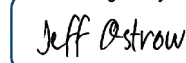
**Approved as to form:**

**KOPELOWITZ OSTROW, P.A.**

Class Counsel for Plaintiff and the Settlement

Class

DocuSigned by:



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JEFF OSTROW

2/14/2025 | 1:39 PM PST

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

**Approved as to form:**

**MCDONALD HOPKINS LLC**

Attorney for CommerceV3, Inc.

\_\_\_\_\_  
Jeffrey S. Haut

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

**STRANCH, JENNINGS & GARVEY, PLLC**

Class Counsel for Plaintiff and the Settlement Class

Signed by:



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J. Gerard Stranch, 1 ✓

2/14/2025 | 3:42 PM CST

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



Whereupon, the foregoing Settlement Agreement and Release was executed by:

**ROBERT MORRIS**

\_\_\_\_\_

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

**COMMERCE V3, INC.**

\_\_\_\_\_

Signature

BY: Nathan Focht, Founding Partner

Name and Title

Date: 02/18/2025

**Approved as to form:**

**KOPELOWITZ OSTROW, P.A.**

Class Counsel for Plaintiff and the Settlement  
Class

\_\_\_\_\_  
Jeff Ostrow

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

**Approved as to form:**

**MCDONALD HOPKINS LLC**

Attorney for CommerceV3, Inc.

\_\_\_\_\_

Jeffrey S. Haut

Date: 02/18/2025

**STRANCH, JENNINGS & GARVEY, PLLC**

Class Counsel for Plaintiff and the Settlement Class

\_\_\_\_\_  
J. Gerard Stranch, IV

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

# **EXHIBIT 1**

Your claim must be  
submitted online or  
postmarked by:  
**MONTH DD, 2025**

**CLAIM FORM FOR COMMERCE V3, INC.  
DATA SECURITY SETTLEMENT**

*Robert Morris v. Commerce V3, Inc.*  
Lake County, Florida Circuit Court  
Case No. 2024-CA-41

**COMMERCE  
V3, INC.**

**USE THIS FORM ONLY IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS  
TO MAKE A CLAIM FOR IDENTITY THEFT PROTECTION AND CREDIT MONITORING  
SERVICES AND/OR COMPENSATION FOR UNREIMBURSED LOSSES**

**GENERAL INSTRUCTIONS**

If you were a customer of Revival Animal Health, Inc. (“Revival”), a merchant that uses Commerce V3, Inc.’s (“CV3”) e-commerce platform to enable its customers to place online orders for pet medication, and you were notified by Revival that your name, billing address, payment card number, CVV code, and payment card expiration date (“Personal Information”) were potentially compromised in a cyberattack against CV3 (the “Data Incident”), you are a member of the Settlement Class and eligible to complete this Claim Form to request two years of identity protection and credit monitoring service free of charge and **either**: compensation for documented unreimbursed out-of-pocket expenses up to a total of \$500 (“Ordinary Losses”), monetary losses up to a total of \$5,000 (“Extraordinarily Losses”), and up to 4 hours of lost time at \$20 per hour; **or** an alternative cash payment of \$40 without the need to prove any loss.

**Ordinary Losses** include the following:

1. Out-of-pocket expenses incurred as a result of the Data Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; and
2. Fees for credit reports, credit monitoring, or other identity theft insurance product purchased on or after November 24, 2021 through **{the preliminary approval date}**.

**Extraordinary Losses** include compensation for proven monetary loss, professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services incurred as a result of the Data Incident.

**Lost Time** spent dealing with the Data Incident will be compensated at a rate of \$20 per hour for up to four hours, if at least one full hour was spent dealing with the Data Incident. Claims for lost time are included within the \$500 cap on Ordinary Losses. Claimants must attest to the accuracy of any request for compensation for lost time.

Compensation for the above losses (except lost time) will only be paid if:

- The loss is an actual, documented, and unreimbursed monetary loss;
- The loss was more likely than not caused by the Data Incident;
- The loss occurred between November 24, 2021 and **{the Claims Deadline}**;
- You made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance; and
- Documentation of the claimed losses is not “self-prepared.” Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement.

No payment shall be made for emotional distress, personal/bodily injury, or punitive damages.

Your claim must be submitted online or postmarked by: **MONTH DD, 2025**

CLAIM FORM FOR COMMERCE V3, INC.  
DATA SECURITY SETTLEMENT

Robert Morris v. Commerce V3, Inc.  
Lake County, Florida Circuit Court  
Case No. 2024-CA-41

COMMERCE  
V3, INC.

In lieu of claiming compensation for Ordinary or Extraordinary Losses and Lost Time, members of the Settlement Class may elect to receive a one-time payment of up to \$40 as a result of the Data Incident.

Please read the claim form carefully and answer all questions. Failure to provide required information could result in a denial of your claim.

This Claim Form may be submitted electronically via the Settlement Website at **URL** or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

RG/2 Claims Administration, LLC  
**Administrator mailing address**

I. 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

Street Address

City

State

Zip Code

Email Address

Telephone Number

II. PROOF OF CLASS MEMBERSHIP

☐ Check this box to certify that you were a customer of Revival Animal Health, Inc. in the United States who received a Notice Letter that your Personal Information was potentially compromised in the Data Incident.

Enter the Claim ID Number provided on your Notice:

Claim ID Number

Your claim must be submitted online or postmarked by: **MONTH DD, 2025**

CLAIM FORM FOR COMMERCE V3, INC.  
DATA SECURITY SETTLEMENT

Robert Morris v. Commerce V3, Inc.  
Lake County, Florida Circuit Court  
Case No. 2024-CA-41

COMMERCE  
V3, INC.

III. COMPENSATION FOR ORDINARY LOSSES

Members of the Settlement Class who submit a Valid Claim using this Claim Form are eligible for reimbursement of the following documented out-of-pocket expenses, not to exceed \$500, as a result of the Data Incident:

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss
<input type="radio"/> Out-of-pocket expenses incurred as a result of the Data Incident, including bank fees, long distance phone charges, cell phone charges (if charged by the minute), data charges (if charged based on the amount of data used), postage, or gasoline for local travel.	<div><div></div><div></div><div>/</div><div></div><div></div><div>/</div><div></div><div></div></div> <div>(mm/dd/yy)</div>	<div>\$</div> <div></div> <div></div> <div></div> <div></div> <div></div> <div>.</div> <div></div> <div></div>

IV. COMPENSATION FOR EXTRAORDINARY LOSSES

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss
<input type="radio"/> Other monetary losses relating to fraud or identity theft, professional fees including attorneys' fees, accountants' fees, and fees for credit repair services, incurred as a result of the Data Incident.	<div><div></div><div></div><div>/</div><div></div><div></div><div>/</div><div></div><div></div></div> <div>(mm/dd/yy)</div>	<div>\$</div> <div></div> <div></div> <div></div> <div></div> <div></div> <div>.</div> <div></div> <div></div>

Your claim must be submitted online or postmarked by: **MONTH DD, 2025**

CLAIM FORM FOR COMMERCE V3, INC.  
DATA SECURITY SETTLEMENT

Robert Morris v. Commerce V3, Inc.  
Lake County, Florida Circuit Court  
Case No. 2024-CA-41

COMMERCE  
V3, INC.

V. COMPENSATION FOR LOST TIME

All Settlement Class Members who have spent time dealing with the Data Incident may claim up to four (4) hours for lost time at a rate of \$20 per hour.

Hours claimed (up to 4):

- ☐ 1 Hour (\$20)      ☐ 2 Hours (\$40)      ☐ 3 Hours (\$60)      ☐ 4 Hours (\$80)

Attestation (You must check the box on the next page to obtain compensation for lost time)

☐ I attest and affirm, under penalty of perjury, that any claimed lost time was spent related to the Data Incident between November 24, 2021, and the {the preliminary approval date}.

VI. ALTERNATIVE CASH PAYMENT

As an alternative to claiming compensation for Ordinary Losses, Extraordinary Losses, and Lost Time above, members of the Settlement Class who submit a valid and timely claim may elect to receive a one-time \$40 payment without the need to document losses or attest to time spent as a result of the Data Incident. To claim this alternative cash payment, please check the box below.

NOTE: The alternative cash payment cannot be combined with claims for reimbursement of Ordinary Losses, Extraordinary Losses, and Lost Time, and by checking the box below, you will forfeit any other claim for compensation (except Credit Monitoring) included in this Claim Form.

☐ Check this box if you wish to receive an alternative cash payment of \$40.

VII. PAYMENT SELECTION

Please select one of the following payment options, which will be used should you be eligible to receive a settlement payment:

☐ **PayPal** - Enter your PayPal email address: \_\_\_\_\_

☐ **Venmo** - Enter the mobile number associated with your Venmo account: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

☐ **Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ or Email Address: \_\_\_\_\_

☐ **Virtual Prepaid Card** - Enter your email address: \_\_\_\_\_

☐ **Physical Check** - Payment will be mailed to the address provided above.

Your claim must be  
submitted online or  
postmarked by:  
MONTH DD, 2025

CLAIM FORM FOR COMMERCE V3, INC.  
DATA SECURITY SETTLEMENT

Robert Morris v. Commerce V3, Inc.  
Lake County, Florida Circuit Court  
Case No. 2024-CA-41

COMMERCE  
V3, INC.

VIII. ATTESTATION & SIGNATURE

I swear and affirm under penalty of perjury that the information I have supplied in this Claim Form is true and correct, and that this form was executed on the date set forth below.

Signature

Printed Name

Date

# **EXHIBIT 2**



## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Robert Morris v. Commerce V3, Inc.* - Case No. 2024-CA-41  
Lake County, Florida Circuit Court

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER.

**A court has authorized this notice. This is not a solicitation from a lawyer.**

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### **If You Received a Notice Letter from Revival Animal Health, Inc. Concerning a Cyberattack Against Commerce V3, Inc. that May Have Involved Your Personal Information, You Could be Eligible for Benefits from a Class Action Settlement**

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- You may be eligible to receive benefits from a class action settlement if you submit a timely and valid Claim Form.
- You received this notice because you may be a member of the Settlement Class eligible to receive benefits from a proposed settlement of the class action lawsuit styled *Robert Morris v. Commerce V3, Inc.*, Case No. 2024-CA-41, in Lake County, Florida Circuit Court (“Action”). The Court overseeing the Action authorized this Notice to advise Settlement Class Members about the proposed Settlement that will affect their legal rights. The Defendant in the Action, Commerce V3, Inc. (“CV3”), denies any wrongdoing and denies that it has any liability but have agreed to settle the lawsuit on a class-wide basis.
- To be eligible to make a claim, you must be a customer of Revival Animal Health, Inc. (“Revival”), a merchant that uses CV3’s e-commerce platform to enable its customers to place online orders for pet medication, who was previously notified by Revival that your name, billing address, payment card number, CVV code, and payment card expiration date (“Personal Information”) were potentially compromised in a cyberattack against CV3 (the “Data Incident”).
- Settlement Class Members who submit a valid Claim Form are entitled to receive the following benefits. Settlement Class Members who, on or after November 24, 2021, incurred as a result of the Data Incident: (1) documented, unreimbursed out-of-pocket losses up to \$500; (2) extraordinary, documented, and proven monetary losses up to \$5,000; and/or (3) lost time are eligible to receive compensation for up to 4 hours of time at \$20/hour. As an alternative to seeking reimbursement for out-of-pocket expenses, monetary losses, and lost time, Settlement Class Members who submit a Valid Claim are eligible to receive a cash payment of \$40.

**Please read this notice carefully. Your legal rights will be affected, and you have a choice to make at this time.**

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

The Settlement Class includes all customers of Revival in the United States who were sent a Notice Letter that their Personal Information was potentially compromised in the Data Incident (the “Settlement Class”).

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

Under the Settlement, Class Members may submit a Claim Form for the following benefits:

**Ordinary Losses** up to \$500, which includes the following:

1. Out-of-pocket expenses incurred as a result of the Data Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; and
2. Fees for credit reports, credit monitoring, or other identity theft insurance product purchased on or after November 24, 2021 through **{the preliminary approval date}**.

**Extraordinary Losses** up to \$5,000, which includes compensation for proven monetary loss, professional fees including attorneys' fees, accountants' fees, and fees for credit repair services incurred as a result of the Data Incident.

**Lost Time** spent dealing with the Data Incident will be compensated at a rate of \$20 per hour for up to four hours, if at least one full hour was spent dealing with the Data Incident. Claims for lost time are included within the \$500 cap on Ordinary Losses. Claimants must attest to the accuracy of any request for compensation for lost time.

Compensation for the above losses (except lost time) will only be paid if:

- The loss is an actual, documented, and unreimbursed monetary loss;
- The loss was more likely than not caused by the Data Incident;
- The loss occurred between November 24, 2021 and **{the Claims Deadline}**;
- You made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance; and
- Documentation of the claimed losses is not "self-prepared." Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement.

No payment shall be made for emotional distress, personal/bodily injury, or punitive damages.

### **Alternative Cash Payment**

As an alternative to claiming compensation for ordinary expenses, extraordinary losses, and lost time as described above, Settlement Class Members who submit a timely Valid Claim may elect to receive a one-time payment of \$40 without the need to document losses or attest to time spent as a result of the Data Incident.

- For more information or to submit a claim visit **www.-----.com** or call **1-###-###-####** Monday through Saturday, between **8:30 a.m. and 5:00 p.m. E.T.**

More information about the types of Claims and how to file them is available on the Settlement Website.

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

**Submit a Claim Form.** To qualify for a cash payment, you must timely mail a Claim Form that is attached to this notice or timely complete and submit a Claim Form online at [www.-----.com](http://www.-----.com) (“Settlement Website”). Your Claim Form must be postmarked or submitted online no later than \_\_\_\_\_, **2025**. RG/2 Claims Administration, LLC is the Settlement Administrator.

**Opt Out.** You may exclude yourself from the Settlement and retain your ability to sue CV3 on your own by mailing a written request for exclusion to the Settlement Administrator that is postmarked no later than \_\_\_\_\_, **2025**. If you do not exclude yourself, you will be bound by the Settlement and give up your right to sue regarding the released claims.

**Object.** If you do not exclude yourself, you have the right to object to the Settlement. Written objections must be signed, postmarked no later than \_\_\_\_\_, **2025**, and provide the reasons for the objection. Please visit the Settlement Website for more details.

**Do Nothing.** If you do nothing, you will not receive a Settlement payment and will lose the right to sue regarding the released claims. You will be bound by the Court’s decision because this is a conditionally certified class action.

**Attend the Final Approval Hearing.** The Court will hold a **Final Approval Hearing on \_\_\_\_\_, 2025 at [time]**. All persons who timely object to the Settlement by \_\_\_\_\_, 2025 may appear at the Final Approval Hearing.

## **Who are the attorneys for the Plaintiff and the proposed Class?**

Class Counsel in this matter are Jeff Ostrow of Kopelowitz Ostrow P.A. and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC.

## **Do I need to pay attorneys’ fees or expenses?**

Definitely not. The attorneys’ fees and expenses will be paid by CV3 as awarded and approved by the Court. The attorneys’ fees will be in an amount not to exceed \$325,000. The motion for attorneys’ fees and expenses will be posted on the Settlement Website after it is filed with the Court.

## **When is the Final Approval Hearing?**

The Final Approval Hearing, at which the Court will determine if the Settlement is fair, reasonable, and adequate, will be conducted on \_\_\_\_\_ **2025** at [time].

## **Where may I locate a copy of the Settlement Agreement, learn more about the case, or learn more about submitting a Claim Form?** [www.-----.com](http://www.-----.com).

**This Notice is a summary of the proposed Settlement. A longer version of the Notice may be accessed from the Settlement Website.**

# **EXHIBIT 3**

CLAIM ID [REDACTED]

**Why am I receiving this Notice?** A class action settlement in the case styled *Robert Morris v. Commerce V3, Inc.*, Lake County, Florida Circuit Court Case No. 2024-CA-41 has been reached. You are receiving this Notice because you were a customer of Revival Animal Health, Inc. (“Revival”), a merchant that uses Commerce V3, Inc.’s (“CV3”) e-commerce platform to enable its customers to place online orders for pet medication, and you previously received a Notice Letter from Revival that your name, billing address, payment card number, CVV code, and payment card expiration date (“Personal Information”) were potentially compromised in cyberattack against CV3 (the “Data Incident”).

**Who’s Included in the Settlement Class?** The Settlement Class includes all customers of Revival in the United States who were sent a Notice Letter stating their Personal Information was potentially compromised in the Data Incident.

**What are the Settlement terms?** Settlement Class Members who submit a valid Claim Form are entitled to receive the following benefits: for Settlement Class Members who, on or after November 24, 2021, incurred as a result of the Data Incident: (1) compensation for documented, unreimbursed out-of-pocket losses up to \$500; (2) compensation for extraordinary, documented, and proven monetary losses up to \$5,000; and (3) compensation for lost time for up to 4 hours of time at \$20/hour. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages. As an alternative to seeking reimbursement for out-of-pocket expenses, monetary losses, and lost time, Settlement Class Members who submit a valid claim are eligible to receive a cash payment of \$40. Please visit [URL](#) for a full description of Settlement benefits and more information on how to submit a Claim Form. The deadline to submit a Claim Form is **Month DD, 2025**.

**What are my other options?** If you **stay** in the Settlement Class, you will be legally bound by the Settlement’s terms and you will release your claims against the Released Parties, regardless of whether you file a claim. If you do not want to be legally bound by the Settlement, you must **Opt Out** of the Settlement by **Month DD, 2025**. If you Opt Out, you will not be entitled to any relief, but you will retain the ability to file your own claim against the Released Parties. If you do not Opt Out, you may **Object** to the Settlement by **Month DD, 2025**. The Long Form Notice available on the Settlement Website explains how to Opt Out or Object.

**The Court’s Fairness Hearing.** The Court will hold a Final Approval Hearing on **Month DD, 2025**, to consider whether to approve the Settlement and a request for attorneys’ fees and expenses for plaintiff’s counsel. You may appear at the hearing, either yourself or through an attorney hired by you, but you don’t have to. For more information, visit the website.

**Do I have a lawyer in the case?** The Court appointed the following Class Counsel to represent the Settlement Class in this Lawsuit: **NAME / ADDRESS**.

For more information, please visit [URL](#), call toll-free **XXX-XXX-XXXX**, or scan the QR code below:  
[QR CODE]

# **EXHIBIT 4**

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER.

PLEASE READ THIS NOTICE CAREFULLY

**To:** All customers of Revival Animal Health, Inc. (“Revival”), a merchant that uses Commerce V3, Inc.’s (“CV3”) e-commerce platform to enable its customers to place online orders for pet medication, who were notified by Revival that their name, billing address, payment card number, CVV code, and payment card expiration date (“Personal Information”) were potentially compromised in a cyberattack against CV3 (the “Data Incident”)

A proposed Settlement has been reached in the class-action lawsuit styled *Robert Morris v. Commerce V3, Inc.*, Case No. 2024-CA-41, in Lake County, Florida Circuit Court (“Action”). The Plaintiff in the Action asserted claims against CV3 arising out of the Data Incident.

If you are a member of the Settlement Class, you have the following options:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>SUBMIT A CLAIM BY</b> [REDACTED], 2025	You must submit a valid claim form to receive credit-monitoring services from the Settlement and reimbursement for unreimbursed expenses and losses.
<b>DO NOTHING</b>	You will receive no benefits from the Settlement and will no longer be able to sue the Released Parties, <sup>1</sup> over the claims resolved in the Settlement.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT BY</b> [REDACTED], 2025	You will receive no benefits from the Settlement, but you will retain your legal claims against the Released Parties.
<b>OBJECT BY</b> [REDACTED], 2025	Write to the Court about why you do not like the Settlement. You must remain in the Settlement Class or Settlement Subclass to object to the Settlement.

<sup>1</sup> The “Released Parties,” are CommerceV3, Inc., and its parents, subsidiaries, predecessors, shareholders, members, merchants, vendors, and affiliates, and all of their present and former officers, directors, employees, agents, consultants, advisors, attorneys, representatives, insurers, and legal representatives.

No payments or other settlement benefits will be issued until after the Court gives final approval to the Settlement and any appeals are resolved.

**Please review this notice carefully.** You can learn more about the Settlement by visiting [URL](#) or by calling [1-XXX-XXX-XXXX](#).

### **Further Information about this Notice and the Action**

#### **1. Why was this Notice issued?**

You received this notice because you may be a member of the Settlement Class eligible to receive benefits from a proposed settlement in the Action. The Court overseeing the Action authorized this Notice to advise Settlement Class Members about the proposed Settlement that will affect their legal rights. The Notice explains certain legal rights and options you have in connection with that Settlement.

#### **2. What is the Action about?**

The Action is a proposed class-action lawsuit against CV3 brought on behalf of all persons whom were sent written notice by Revival that their Personal Information was potentially compromised as a result of the Data Incident.

#### **3. Why is the Action a class action?**

In a class action, one or more representative plaintiffs bring a lawsuit for others who are alleged to have similar claims. Together, these people are the “class” and each individually is a “class member.” There is one Plaintiff (or Representative Plaintiff) in this case: Robert Morris.

#### **4. Why is there a Settlement?**

The Plaintiff in the Action, through his attorneys (“Class Counsel”), investigated the facts and law relating to the issues in the Action. The Plaintiff and Class Counsel believe that the settlement is fair, reasonable, and adequate and will provide substantial benefits to the Settlement Class. The Court has not decided whether the Plaintiff’s claims or CV3’s defenses have any merit, and it will not do so if the proposed Settlement is approved. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will receive benefits from the Settlement. The Settlement does not mean that CV3 did anything wrong, or that the Plaintiff and/or the Settlement Class would, or would not, win the case if it were to go to trial.



## **Terms of the Proposed Settlement**

### **5. Who is in the Settlement Class?**

The Settlement Class is defined as all individuals who were customers of Revival in the United States and were sent a Notice Letter that their Personal Information was potentially compromised in the Data Incident.

Excluded from the Settlement Class are: (a) CV3 officers and directors; (b) any entity in which CV3 has a controlling interest; and (c) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of CV3. Also excluded from the Settlement Classes are members of the judiciary to whom this case is assigned, their families and members of their staff.

### **6. What are the Settlement Benefits?**

Settlement Class Members who submit a valid Claim Form may be entitled to receive the following benefits:

**Ordinary Losses** up to \$500, which includes the following:

1. Out-of-pocket expenses incurred as a result of the Data Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; and
2. Fees for credit reports, credit monitoring, or other identity theft insurance product purchased on or after November 24, 2021 through **{the preliminary approval date}**.

**Extraordinary Losses** up to \$5,000, which includes compensation for proven monetary loss, professional fees including attorneys' fees, accountants' fees, and fees for credit repair services incurred as a result of the Data Incident.

**Lost Time** spent dealing with the Data Incident will be compensated at a rate of \$20 per hour for up to four hours, if at least one full hour was spent dealing with the Data Incident. Claims for lost time are included within the \$500 cap on Ordinary Losses. Claimants must attest to the accuracy of any request for compensation for lost time.

Compensation for the above losses (except lost time) will only be paid if:

- The loss is an actual, documented, and unreimbursed monetary loss;
- The loss was more likely than not caused by the Data Incident;
- The loss occurred between November 24, 2021 and **{the close of the claims period}**;
- You made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance;
- Documentation of the claimed losses is not "self-prepared." Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement.

No payment shall be made for emotional distress, personal/bodily injury, or punitive damages.

### **Alternative Cash Payment**

As an alternative to claiming compensation for ordinary expenses, extraordinary losses, and lost time as described above, Settlement Class Members who submit a valid and timely claim may elect to receive a one-time payment of \$40 without the need to document losses or attest to time spent as a result of the Data Incident.

#### **7. What claims are Settlement Class Members giving up under the Settlement?**

Settlement Class Members who do not validly exclude themselves from the Settlement will be bound by the Settlement Agreement and Release (“Settlement Agreement”), and any final judgment entered by the Court, and will give up their right to sue the Released Parties for the claims being resolved by the Settlement.

The claims that are being released and the persons and entities being released from those claims are described in the Settlement Agreement. To view the Settlement Agreement, please visit [URL](#).

### **Your Options as a Settlement Class Member**

#### **8. If I am a Settlement Class Member, what options do I have?**

If you are a Settlement Class Member, you do not have to do anything to remain in the Settlement. However, if you want to request compensation for unreimbursed expenses and losses or the alternative cash payment, you **must** complete and submit a Claim Form postmarked or submitted online by **Month DD, 2025**. You may download or submit a Claim Form online at [URL](#).

If you do not want to give up your right to sue the Released Parties about the Data Incident or the issues raised in this case, you must exclude yourself (or “opt out”) from the Settlement Class. See Question 12 below for instructions on how to exclude yourself.

If you object to the settlement, you must remain a Settlement Class (*i.e.*, you may not also exclude yourself from the Settlement Class/Subclass by opting out) and file a written objection in this case with the Court. (*See* Question 15 below.) If you object, you must still submit a claim if you want compensation for unreimbursed losses or identity theft protection and credit monitoring services.

#### **9. What happens if I do nothing?**

If you do nothing, you will get no benefit from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will be bound by the judgment and you will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Released Parties related to the claims released by the Settlement.

#### **10. How do I submit a claim?**

You may complete the Claim Form online at **URL**. You may also obtain a paper Claim Form by downloading it at **URL** or by calling the claims administrator at **1-XXX-XXX-XXXX**. If you choose to complete a paper Claim Form, you may either submit the completed and signed Claim Form and any supporting materials electronically at **URL** or mail them to:

Commerce V3, Inc. Claims Administrator

**{Administrator Mailing Address}**

**{Administrator City/State/Zip}**

**11. Who decides my Settlement claim and how do they do it?**

The Claims Administrator will initially decide whether a Claim Form is complete and valid and includes all required documentation. The Claims Administrator may require additional information from any claimant. Failure to timely provide all required information will invalidate a claim and it will not be paid.

**12. How do I exclude myself from the Settlement?**

You must make a signed written request that (i) clearly states that you wish to exclude yourself from the Settlement Class in the Action, and (ii) include your name, address and phone number. You must send your request by **Month DD, 2025** to this address:

Commerce V3, Inc. Claims Administrator

Attn: Exclusions

**{Administrator Mailing Address}**

**{Administrator City/State/Zip}**

**13. If I exclude myself, can I receive a benefit from this Settlement?**

No. If you exclude yourself, you will not be entitled to any Settlement benefits. However, you will also not be bound by any judgment in the Action.

**14. If I do not exclude myself, can I sue the Released Parties for the Data Incident later?**

No. Unless you exclude yourself, you give up any right to sue the Released Parties for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form requesting a benefit from this Settlement.

**15. How do I object to the settlement?**

All Settlement Class Members who do not request exclusion from the Settlement Class have the right to object to the Settlement or any part of it. You can ask the Court to deny approval of the Settlement by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement benefits will be sent out and the lawsuit will continue.

Any objection to the proposed Settlement must be in writing and it and any supporting papers must be filed with the Court and mailed to Class Counsel and CV3's Counsel.

<b>Court</b>	<b>Class Counsel</b>	<b>CV3's Counsel</b>
<b>Insert Address</b>	Jeff Ostrow of Kopelowitz Ostrow P.A. and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC <b>Insert Address</b>	Christopher G. Dean <b>MCDONALD HOPKINS LLC</b> 600 Superior Avenue, Ste., 2100 Cleveland, OH 44114

Objections must be filed or postmarked no later than **Month DD, 2025**.

No Settlement Class Member will be heard and no papers submitted by any Settlement Class Member will be considered unless, no later than 30 days before the initial scheduled Final Approval Hearing ("Objection Deadline"), the Settlement Class Member files with the Court and mails to Class Counsel and Defendant's counsel written objections that include: (a) the title of the case; (b) the objector's full name, current address, telephone number, and email address; (c) the Settlement Class Member's original signature; (d) all legal and factual bases for any objection; (e) copies of any documents that the objector wants the Court to consider; (e) all counsel representing the Settlement Class Member, if any; (f) the signature of the Settlement Class Member's duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation; and (g) a list, including 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 in the past five years.

Should the objector wish to appear at the Final Approval Hearing, he or she must so state, and must identify any documents or witnesses the Settlement Class Member intends to call on his or her behalf, and the attorney(s) representing the objecting Settlement Class Member who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, email address, state bar(s) to which counsel is admitted, as well as associated bar number

If you fail to object in this manner, you will be deemed to have waived and forfeited any and all rights you may have to appear separately and/or to object to the Settlement Agreement, and you shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this paragraph. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Judgment and Order approving this Settlement Agreement, or the judgment to be entered upon final approval shall be pursuant to appeal under the Florida Rules of Appellate Procedure and not through a collateral attack.

### **Court Approval of the Settlement**

16. How, when and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. That hearing is scheduled for **Month DD, 2025**, at **XX:XX A.M./P.M.**, at **Court Address**. At the Final

Approval Hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have properly requested to speak at the hearing. The Court may also consider Plaintiff's request for attorneys' fees and costs, and Plaintiff's request for a service award for the Representative Plaintiff. During or after the hearing, the Court will decide whether to approve the Settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check **URL** to confirm the schedule if you wish to attend.

**17. Do I have to attend the hearing?**

No. You do not need to attend the hearing unless you object to the Settlement and wish to appear in person. It is not necessary to appear in person to make an objection; the Court will consider any written objections properly submitted according to the instructions in Question 15. You or your own lawyer are welcome to attend the hearing at your expense, but are not required to do so.

**18. What happens if the Court approves the Settlement?**

If the Court approves the Settlement, the Settlement will become effective, and distributions for valid and approved claims will begin 30 days after the Effective Date. In the event there are objections to the Settlement or an appeal, it is possible the Settlement could be disapproved. We do not know how long this process may take.

**19. What happens if the Court does not approve the Settlement?**

If the Court does not approve the Settlement, there will be no Settlement benefits available to Settlement Class Members, Class Counsel, or the Plaintiffs, and the case will proceed as if no Settlement had been attempted.

### **Lawyers for the Settlement Class**

**20. Who represents the Settlement Class?**

The Court has appointed the following Class Counsel to represent the Settlement Class Members in the Action:

**Insert Address**

Settlement Class Members will not be charged for the services of Class Counsel; Class Counsel will be paid by CV3, subject to Court approval. However, you may hire your own attorney at your own expense to advise you in this matter or represent you in making an objection or appearing at the final settlement approval hearing.

**21. How will the lawyers for the Settlement Class be paid?**

Plaintiff will seek an order from the Court requesting that attorneys' fees be awarded to Class Counsel in the amount of up to \$325,000 inclusive of any costs and expenses of the Action (the "Class Counsel Payment").

Plaintiff will also seek an order from the Court requesting that a Service Award in the amount of up to \$2,500 be awarded to him for his time and effort expended on behalf of the Settlement Class in the Action.

If the Court awards the Class Counsel Payment or the Service Award described above, the Court's award(s) will not affect any benefits provided to Settlement Class Members, or Plaintiff.

**22. Who represents CV3 in the Action?**

CV3 is represented by the following lawyer:

Christopher G. Dean  
**MCDONALD HOPKINS LLC**  
600 Superior Avenue  
Suite 2100  
Cleveland, OH 44114

**For Further Information**

**23. What if I want further information or have questions?**

For additional information, please visit **URL**. You may also contact the Claims Administrator by mail, email or phone:

Mail:  
Commerce V3, Inc. Claims Administrator

**{Administrator Mailing Address}**

**{Administrator City/State/Zip}**

Email:

**EMAIL ADDRESS**

Phone:

**XXX-XXX-XXXX**

**PLEASE DO NOT CONTACT THE COURT OR CV3'S COUNSEL FOR  
INFORMATION REGARDING THIS SETTLEMENT.**

# **EXHIBIT 5**

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT  
IN AND FOR LAKE COUNTY, FLORIDA

ROBERT MORRIS, individually,  
and on behalf of all others similarly situated,

Plaintiff,

vs.

Case No.: 2024-CA-41

COMMERCE V3, INC.,

Defendant.

**[PROPOSED] ORDER GRANTING PLAINTIFF'S  
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Plaintiff Robert Morris ("Plaintiff"), individually and on behalf of all others similarly situated ("Settlement Class"), and Defendant, Commerce V3, Inc. ("Defendant", together with Plaintiff, "Parties") have entered into a Class Action Settlement Agreement and Release ("Settlement Agreement") resolving the above-captioned Action,<sup>1</sup> subject to this Court's approval, and having reviewed the Plaintiff's Motion for Preliminary Approval, the record in this case, and the Settlement Agreement, it is hereby

**ADJUDGED** and **ADJUDICATED** as follows:

1. Plaintiff is a customer of Revival Animal Health, Inc. ("Revival"), a merchant that uses Defendant's e-commerce platform to enable its customers to place online orders for pet medication.
2. Plaintiff alleges that on or about October 19, 2023, he received written notice ("Notice of Breach") from Revival that Defendant had been the target of a cybersecurity incident

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<sup>1</sup> The capitalized terms used in this Preliminary Approval Order shall have the same meaning as defined in the Settlement Agreement, except as may otherwise be indicated.



(“Data Incident”), which may have resulted in the compromise of his name, billing address, payment card number, CVV code, and payment card expiration date (“Personal Information”).

3. On January 8, 2024, Plaintiff filed a putative class action (“Complaint”) in the Circuit Court of the Fifth Judicial Circuit in and for Lake County, Florida, alleging that Defendant failed to adequately safeguard his and other customers’ Personal Information. Plaintiff sought monetary, declaratory, and equitable relief in the Action.

4. Defendant denies any wrongdoing and liability in connection with the Data Incident, maintains that it complied with all applicable law, and filed a motion to dismiss. After the filing of the motion to dismiss, the Parties agreed to discuss a potential resolution of the matter.

5. The Parties engaged the services of Bennett G. Picker of Stradley Ronon Stevens & Young, LLP—an experienced mediator with knowledge of relevant laws implicated in a data-privacy class action. After a productive mediation on November 13, 2024, the Parties agreed to the terms of the Settlement, desiring to resolve any claims related to the Data Incident rather than continue litigating the matter.

6. Plaintiff and his counsel (hereinafter, “Class Counsel”) believe strongly in the merits of Plaintiff’s claims and ability to move forward in this Action; however, in consideration of all the circumstances, including the significant risks and costs associated with protracted litigation, they concluded that the proposed Settlement is fair, reasonable, and adequate, and is in the best interests of all members of the Settlement Class.

7. Defendant indicated its intent to contest every claim in the Action and maintains that it has consistently acted in accordance with governing laws, but considering the expenses that would be necessary to defend the litigation and the benefits of final resolution, concluded that its

interests are best served by settling the Action on the terms and conditions in the Settlement Agreement.

8. The Parties and their respective counsel have engaged in arm's-length settlement negotiations and mutually desire to settle the Action fully, finally, and forever on behalf of all Settlement Class Members and for the Released Claims in accordance with the terms and conditions of the Settlement Agreement, which the Parties believe constitute a fair and reasonable compromise of the claims and defenses asserted in the Action and upon Final Approval of the Court.

9. The Court having considered the Settlement, together with all exhibits thereto, the records in this case, and the arguments of counsel and for good cause appearing, hereby **ORDERS** as follows:

**I. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS**

Plaintiff's Motion for Preliminary Approval of Class Action Settlement is **GRANTED**.

10. The terms defined in the Class Settlement Agreement shall have the same meaning in this Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order").

11. Having made the findings set forth below, the Court conditionally certifies the following class for Settlement purposes only under Florida Rule of Civil Procedure 1.220 and Fla. Stat. § 768.734(b)(2):

All customers of Revival Animal Health, Inc. in the United States who were sent a Notice Letter that their Personal Information was potentially compromised in the Data Incident.

The Settlement Class is estimated to contain as many as 82,893 members. Excluded from the Settlement Class are: (1) the Judge presiding over the Action, Class Counsel, and members of their families; (2) Defendant and its subsidiaries, parent companies, successors, predecessors, and any

entity in which Defendant or its parents, have a controlling interest, and its current or former officers and directors; (3) Persons who properly execute and submit an Opt-Out Request prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded Persons.

12. For Settlement purposes only, with respect to the Settlement Class, the Court preliminary finds the prerequisites for a class action pursuant to Rule 1.220 have been met, in that: (a) the Settlement Class is so numerous that joinder of all individual Settlement Class Members in a single proceeding is impracticable; (b) questions of law and fact common to all Settlement Class Members predominate over any potential individual questions; (c) the claims of the Plaintiff are typical of the claims of the Settlement Class; (d) Plaintiff and Class Counsel will fairly and adequately represent the interests of each Settlement Class Member; and (e) a class action is the superior method to fairly and efficiently adjudicate this controversy.

13. The Court further finds that the conduct giving rise to Plaintiff's claim occurred in or emanated from this state. *See* Fla. Stat. § 768.734(b)(2).

14. The Court hereby appoints Plaintiff Robert Morris as Class Representative.

15. The Court hereby appoints Jeff Ostrow of Kopelowitz Ostrow P.A. and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC as Class Counsel.

## **II. PRELIMINARY APPROVAL**

16. The terms of the Settlement, including its proposed release, are preliminarily approved as within the range of fair, reasonable, and adequate terms of settlement, and are sufficient to warrant providing notice of the Settlement to the Settlement Class in accordance with the Settlement Administration and are subject to further and final consideration at the Final Approval Hearing provided for below.

17. In making this determination, the Court considered the fact that the Settlement is the product of arm's-length, good faith negotiations facilitated by a neutral mediator and conducted by experienced and knowledgeable counsel, the current posture of the Action, the benefits of the Settlement to the Settlement Class, and the risk and benefits of continuing litigation to the Parties and the Settlement Class.

18. As provided for in the Settlement, if the Court does not grant Final Approval of the Settlement or if the Settlement is terminated or cancelled in accordance with its terms, then the Settlement, and the conditional certification of the Settlement Class for Settlement purposes only provided for herein, will be vacated and the Action shall proceed as though the Settlement Class had never been conditionally certified for Settlement purposes only, with no admission of liability or merit as to any issue, and no prejudice or impact as to any of the Parties' positions on the issue of class certification or any other issue in the case.

### **III. NOTICE OF THE SETTLEMENT TO THE SETTLEMENT CLASS**

19. The Court appoints RG/2 Claims Administration, LLC as the Settlement Administrator. The responsibilities of the Settlement Administrator are set forth in the Class Settlement Agreement.

20. The Court has considered the notice provisions of the Settlement, the Notice Program set forth in Paragraphs 9(A), 13, 14, and 15 of the Class Settlement Agreement, and the "Email Notice," (attached as Exhibit 2) "Postcard Notice," (attached as Exhibit 3) and "Long Form Notice" (attached as Exhibit 4). The Court finds that providing notification via email or direct mail notification in manner set forth in the Notice Program is the best notice practicable under the circumstances, constitutes due and sufficient notice of the Settlement and this Preliminary Approval Order to all persons entitled thereto, and is in full compliance with applicable law and due process. The Court approves the form and content of the Email Notice, Postcard Notice, and

Long Form Notice in the forms attached as **Exhibits 2, 3, and 4**, respectively, to Settlement Agreement.

21. The Settling Parties are ordered to give notice to all Settlement Class Members. The Court orders the Settlement Administrator to commence the Notice Program following entry of this Preliminary Approval Order in accordance with the terms of the Settlement.

#### **IV. OPTING OUT FROM THE SETTLEMENT CLASS**

22. Each person wishing to exclude themselves from the Settlement Class must individually sign and timely mail a written opt-out request to the address designated by the Settlement Administrator.

23. A request to opt out must be in writing and signed by the Settlement Class member, and the written request must state the name, address, and phone number of the person seeking to opt-out. The written request also must clearly manifest a person's intent to be excluded from the Settlement Class. The request must be mailed to the Settlement Administrator at the address provided in the Notice no later than 30 days before the initial scheduled Final Approval Hearing ("Opt-Out Deadline").

24. A request to opt out that does not include all the foregoing information, or that is sent to an address other than the one designated in the Notice, or that is not mailed by the deadline will be invalid, and the person submitting the request will remain a Settlement Class Member.

25. A Settlement Class Member who submits a valid Claim Form is not eligible for exclusion, and any subsequent request for to opt-out will be invalid.

26. All members of the Settlement Class who submit valid, timely notices of their intent to opt out of the Settlement Class shall not receive any benefits of and/or be bound by the terms of the Settlement.

27. All persons falling within the definition of the Settlement Class who do not request to opt out of the Settlement Class in the manner described in this paragraph shall be bound by the terms of the Settlement and by all proceedings, orders, and judgments in the Action.

## **V. OBJECTIONS**

28. Each Settlement Class Member who does not timely request to be excluded from the Settlement Class may appear in person or through counsel, at his or her own expense, at the Final Approval Hearing to present any relevant evidence or argument.

29. No Settlement Class Member will be heard and no papers submitted by any Settlement Class Member will be considered unless, no later than 30 days before the initial scheduled Final Approval Hearing, the Settlement Class Member files with the Court and mails to Class Counsel and Defendant's counsel written objections that include: (a) the title of the case; (b) the objector's full name, current address, telephone number, and email address; (c) the Settlement Class Member's original signature; (d) all legal and factual bases for any objection; (e) copies of any documents that the objector wants the Court to consider; (e) all counsel representing the Settlement Class Member, if any; (f) the signature of the Settlement Class Member's duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation; and (g) a list, including 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 in the past five years.

30. Should the objector wish to appear at the Final Approval Hearing, he or she must so state, and must identify any documents or witnesses the Settlement Class Member intends to call on his or her behalf, and the attorney(s) representing the objecting Settlement Class Member who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, email address, state bar(s) to which counsel is admitted, as well as associated bar numbers.

31. Any Settlement Class Member who fails to object in this manner will be deemed to have waived and forfeited any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action.

32. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this Section V. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Judgment and Order approving this Settlement Agreement, or the judgment to be entered upon Final Approval shall be pursuant to appeal under the Florida Rules of Appellate Procedure and not through a collateral attack.

## **VI. THE FINAL APPROVAL HEARING**

33. The Court will hold a Final Approval Hearing on \_\_\_\_\_ at \_\_\_\_ [a.m./p.m.], in the Lake County, Florida Courthouse, located at \_\_\_\_\_, to consider: (a) whether certification of the Settlement Class for Settlement purposes only should be confirmed; (b) whether the Settlement should be approved as fair, reasonable, adequate and in the best interests of the Settlement Class; (c) the application by Class Counsel for an Attorneys' Fees and Costs Award; (d) the application for Class Representative's Service Award should be approved; (e) whether the Release of Released Claims as set forth in the Settlement should be provided; (f) whether the Court should enter the [Proposed] Final Order and Judgment Granting Final Approval of Class Action Settlement ("Final Order and Judgment"); and (g) ruling upon such other matters as the Court may deem just and appropriate. The Final Approval Hearing may, from time to time and without further notice to Settlement Class Members, be continued or adjourned by order of the Court.

34. Plaintiff and Class Counsel will file the Motion for Final Approval, which shall include the Application for Attorneys' Fees, Costs, and Service Award no later than 45 days before the Final Approval Hearing.

35. At the time of the submission of the Motion for Preliminary Approval, the Parties shall request that the Court hold a Final Approval Hearing approximately 120 days after the Preliminary Approval Order.

36. At least 45 days prior to the original date set for the Final Approval Hearing, Plaintiff will file the Motion for Final Approval.

37. The related time periods for events preceding the Final Approval Hearing are:

<b><u>Event</u></b>	<b><u>Timing</u></b>
<b>Class List Date (Defendant to send to Settlement Administrator)</b>	_____, 2025 (10 days after Preliminary Approval)
<b>Notice Date</b>	_____, 2025 (30 days after Preliminary Approval)
<b>Motion for Final Approval (including Application for Attorneys' Fees, Costs, and Service Award)</b>	_____, 2025 (45 days before Final Approval Hearing)
<b>Objection Deadline</b>	_____, 2025 (30 days before Final Approval Hearing)
<b>Opt-Out Deadline</b>	_____, 2025 (30 days before Final Approval Hearing)
<b>Claims Period/Claims Deadline</b>	_____, 2025 (120 days after Preliminary Approval)
<b>Final Approval Hearing</b>	_____, 2025, at __:__ a.m./p.m. (At least 120 days after Preliminary Approval)

38. All proceedings in the Action other than those related to approval of the Class Settlement Agreement are stayed pending entry of the Final Order and Judgment.

39. Any actions brought by Settlement Class Members concerning the Released Claims are stayed and/or enjoyed, pending the Court's entry of the Final Order and Judgment.



**IT IS SO ORDERED**, in Chambers, in Lake County, Florida.

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

\_\_\_\_\_  
Michael Takac  
Circuit Judge

# **EXHIBIT 6**

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT  
IN AND FOR LAKE COUNTY, FLORIDA

ROBERT MORRIS, individually,  
and on behalf of all others similarly situated,

Plaintiff,

vs.

Case No.: 2024-CA-41

COMMERCE V3, INC.,

Defendant.

\_\_\_\_\_ /

**[PROPOSED] FINAL APPROVAL ORDER**

This matter came before the Court for a duly noticed hearing on [insert] (“Final Approval Hearing”), upon Plaintiff’s Motion for Final Approval of the Class Action Settlement with Defendant, Commerce V3, Inc. (“Defendant”, together with Plaintiff, “Parties”), which was consented to by Defendant, and on Plaintiff’s and Class Counsel’s Application for Attorneys’ Fees, Costs, and Service Award. Due and adequate notice of the Settlement Agreement dated \_\_\_\_\_ (“Settlement Agreement”) having been given to Settlement Class Members, the Final Approval Hearing having been held and the Court having considered all papers filed and proceedings had herein, and otherwise being fully informed in the premises and good cause appearing therefore:

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

1. This Final Approval Order hereby incorporates by reference the definitions in the Settlement Agreement and all terms used herein, except as otherwise expressly defined herein, shall have the same meanings as set forth in the Settlement Agreement.

2. For purposes only of the settlement of the Released Claims as to the Released Parties set forth in the Settlement Agreement (“Settlement”), the Court hereby finally certifies the

Settlement Class, as defined in the Court's Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order").

3. Based on the record, the Court reconfirms that the applicable provisions of under Florida Rule of Civil Procedure 1.220 and Fla. Stat. § 768.734(b)(2) have been satisfied for purposes only of the Settlement.

4. In so holding, the Court finds that, solely for purposes of settlement, the Settlement Class meets all of the applicable requirements of Florida Rule of Civil Procedure 1.220. The Court hereby finds, in the specific context of this Settlement, that: (i) the Settlement Class is so numerous that joinder of all Settlement Class Members is impracticable, Fla. R. Civ. P. 1.220(a)(1); (ii) common questions of law and fact exist with regard to the Settlement Class, Fla. R. Civ. P. 1.220(a)(2); (iii) Plaintiff's claims in this litigation are typical of those of Settlement Class Members, Fla. R. Civ. P. 1.220(a)(3); and (iv) Plaintiff's interests do not conflict with, and are co-extensive with, those of absent Settlement Class Members, all of whose claims arise from the identical factual predicate, and Plaintiff and Class Counsel have adequately represented the interests of all Settlement Class Members, Fla. R. Civ. P. 1.220(a)(4). The Court also finds that common issues of fact and law predominate over any questions affecting only individual members and that a class action is superior to other available methods for fairly and efficiently adjudicating this controversy. Fla. R. Civ. P. 1.220(b)(3).

5. This Court has personal jurisdiction over Plaintiff, and Defendant (in this Action only and for purposes of this Settlement), and subject matter jurisdiction over the Action to approve the Settlement Agreement and all exhibits attached thereto under Fla. Stat. § 768.734(b)(2), because the conduct giving rise to Plaintiff's claims occurred in or emanated from this state.

6. The Court finds that the Class Notice, website, and Class Notice plan implemented pursuant to the Settlement Agreement and the Court's Preliminary Approval Order: (a) constituted the best practicable notice; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of this Action, of their right to exclude themselves from or object to the proposed Settlement, of their right to appear at the Final Approval Hearing, and of Class Counsel's Application for Attorneys' Fees and Costs and Service Award sought in Plaintiff's Motion for Final Approval; (c) provided a full and fair opportunity to all Settlement Class Members to be heard with respect to the foregoing matters; and (d) met all applicable requirements of Rule 1.220, due process, and any other applicable rules or law.

7. The Court finds that XX Settlement Class Members have validly requested to be excluded from the Settlement Class as it relates to the Settlement. The excluded Settlement Class Members are identified in *Exhibit A* hereto. The excluded Settlement Class Members shall have no rights with respect to the Settlement Agreement, shall receive no payment from the sums provided for in the Settlement Agreement, and shall be deemed to have excluded themselves from the Action as against Defendant.

8. The Court finds that XX timely objections to the proposed Settlement have been submitted. The Court has considered these objections, finds them without merit, and overrules them. Notwithstanding these timely and overruled objections, the Court has independently reviewed and considered all relevant factors and has conducted an independent examination into the propriety of the proposed Settlement.

9. Pursuant to Florida Rule of Civil Procedure 1.220, this Court hereby finally approves the Settlement, as set forth in the Settlement Agreement. This Court finds that the

Settlement meets all requirements of Florida Rule of Civil Procedure 1.220(e) and is, in all respects, fair, reasonable and adequate, and in the best interests of the Settlement Class, including Plaintiff. This Court further finds that the Settlement set forth in the Settlement Agreement is the result of arm's-length negotiations between experienced counsel representing the interests of the Parties, that Class Counsel and Plaintiff adequately represented the Settlement Class for the purpose of entering into and implementing the Settlement Agreement, that the relief provided for the Settlement Class is adequate, and that the Settlement Agreement treats Settlement Class Members equitably relative to each other. Accordingly, the Settlement embodied in the Settlement Agreement is hereby approved in all respects. The Parties are hereby directed to carry out the Settlement Agreement in accordance with all of its terms and provisions, including the termination provisions.

10. If the Effective Date does not occur for any reason, the Action will revert to the status that existed before the Settlement Agreement's execution date, and the Parties shall be restored to their respective positions in the Action as if the Settlement Agreement had never been entered into. No term or draft of the Settlement Agreement, or any part of the Parties' Settlement discussions, negotiations, or documentation, will have any effect or be admissible in evidence for any purpose in the Action.

11. Plaintiff, Defendant, and all Settlement Class Members (except those referenced in paragraph 7 above) are bound by the Settlement Agreement and this Final Approval Order.

12. As of the Effective Date, the claims of each Settlement Class Member (except those referenced in paragraph 7 above) shall be released pursuant to Paragraph 11 of the Settlement Agreement, regardless of whether the Settlement Class Member submit a claim for benefits.

13. As of the Effective Date, the Settlement Agreement and the Final Approval Order shall be binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings against the Released Parties involving Released Claims(s).

14. As of the Effective Date, the Court permanently bars and enjoins Plaintiff and all Settlement Class Members except those referenced in paragraph 7 above from: (a) filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction against Defendant or any of the Released Parties based on the Released Claims; (b) filing, commencing, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any Settlement Class Members (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), against Defendant or any of the Released Parties based on the Released Claims; or (c) organizing Settlement Class Members into a separate group, class, or subclass for purposes of pursuing as a purported class action any lawsuit or administrative, regulatory, arbitration, or other proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) against Defendant or any of the Released Parties based on the Released Claims.

15. In no event shall the Settlement Agreement, any of its provisions, or any negotiations, statements, or proceedings relating to it be offered or received as evidence in this action or in any other proceeding, except in a proceeding to enforce the Settlement Agreement (including its Release).

16. The Court hereby confirms the appointment of \_\_\_\_\_ as Settlement Administrator.

17. Any data or other information provided by Settlement Class Members in connection with the submission of claims shall be held in strict confidence, available only to the Settlement Administrator, Class Counsel, and experts or consultants acting on behalf of the Settlement Class. In no event shall a Settlement Class Member's data or personal information be made publicly available, except as provided herein or upon Court Order for good cause shown.

18. Class Counsel is awarded attorneys' fees in the amount of \$\_\_\_\_\_, plus reimbursement of out-of-pocket costs and expenses in the amount of \$\_\_\_\_\_, such amounts to be paid in accordance with the Agreement's terms.

19. Class Representative is awarded a Service Award of \$2,500.00, such amount to be paid in accordance with the Agreement's terms.

20. The matter is hereby dismissed with prejudice and without costs except that the Court reserves jurisdiction over the consummation and enforcement of the settlement.

21. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and the Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

22. In accordance with Florida Rules of Civil Procedure 1.220(d) and (e), this Final Judgment and Order resolves all claims against all parties in this action and is a final order. There is no just reason to delay entry of final judgment in this matter, and the Clerk is directed to file this Final Judgment and Order in this matter.

**IT IS SO ORDERED**, in Chambers, in Lake County, Florida.

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

\_\_\_\_\_  
Michael Takac  
Circuit Judge



## **EXHIBIT A**

### **Opt-Out List**

1. To be Completed at Time of Final Approval Hearing

# EXHIBIT B

**IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT IN AND FOR  
LAKE COUNTY, FLORIDA**

ROBERT MORRIS, individually, and on  
behalf of all others similarly situated,

Plaintiff,

vs.

Case No.: 2024-CA-41

COMMERCE V3, INC.,

Defendant.

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**DECLARATION OF JEFF OSTROW AND J. GERARD STRANCH, IV IN SUPPORT  
OF PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT AND APPLICATION FOR ATTORNEYS' FEES AND COSTS**

Jeff Ostrow and J. Gerard Stranch, IV hereby declare as follows:

1. We are counsel of record for Plaintiff<sup>1</sup> and Class Counsel for the Settlement Class in the above-captioned matter. We submit this declaration in support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement. Unless otherwise noted, we have personal knowledge of the facts set forth in this declaration and could and would testify competently to them if called upon to do so. Firm resumes of Kopelowitz Ostrow P.A. ("KO") and Stranch, Jennings & Garvey, PLLC ("SJG") (together, "Firm Resumes") are attached hereto as *Exhibits 1-2*.

2. As can be seen from the Firm Resumes, Class Counsel have extensive experience in the litigation, certification, trial, and settlement of consumer class-action litigation, and specifically in data breach litigation. There are few, if any, firms in the nation with the expertise

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<sup>1</sup> All capitalized terms herein have the same meanings as those in the Settlement Agreement, attached as Exhibit A to the Unopposed Motion for Preliminary Approval of Class Action Settlement.

of Class Counsel in these types of cases. Class Counsel has recovered millions of dollars for the classes they represented in dozens of cases. In negotiating this Settlement, Class Counsel had the benefit of years of experience and a familiarity with the facts of the Action as well as with other data breach cases. We are informed and believe Defendant's counsel is also highly experienced in this type of litigation.

3. Counsel for each side have fully evaluated the strengths, weaknesses, and equities of the Parties' respective positions and Class Counsel believe that the proposed Settlement fairly resolves the Action.

4. The Action concerns a data security incident involving Defendant. On or about November 24, 2021, Defendant experienced a cyberattack that may have resulted in the compromise of the names, billing addresses, payment card numbers, CVV codes, and payment card expiration dates of customers of Revival Animal Health, Inc., a merchant that uses Defendant's e-commerce platform to enable its customers to place online orders for pet medication.

5. The Parties conducted arm's-length negotiations over several months, including a full-day mediation. In advance of the mediation, Plaintiff propounded informal discovery requests on Defendant, to which Defendant responded by providing detailed information. After a productive day of mediation, the Parties were ultimately able to reach an agreement on the material terms of the Settlement on November 13, 2024. The Parties then negotiated the final details of the Settlement, which, after extensive negotiation, the Parties and their counsel executed on February 14, 2025.

6. Discovery confirmed there are well over 83,000 members of the Settlement Class, which was the number of customers of Revival Animal Health, Inc. in Florida alone.

7. After negotiating the details of the Settlement Agreement, Plaintiff filed their Motion for Preliminary Approval of Class Action Settlement on March 19, 2025. On May 29, 2025, the Court entered its Order Granting Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement.

8. The Parties' negotiations were principled and based on the Parties' respective assessments of the strengths and weaknesses of their positions, and interpretations of the law relative to those positions.

9. Class Counsel believe the Settlement benefits (which include reimbursement for Ordinary Losses of up to \$500.00 per Settlement Class Member, reimbursement for Extraordinary Losses of up to \$5,000.00 per Settlement Class Member, as well as non-monetary relief) adequately compensate Class Members for the harm they suffered, and in light of the risks of litigation, represents an excellent result for Class Members.

10. While Plaintiff and Class Counsel firmly believe Plaintiff's claims would have resulted in class certification and favorable adjudication on the merits, Plaintiff faced significant risks should they have continued to litigate the Action, which include Defendant: (i) successfully moving for dismissal of Plaintiff's claims; (ii) successfully opposing class certification; (iii) successfully appealing a class certification order; (iv) successfully prevailing on a post-certification summary judgment motion; (v) prevailing at trial; or (vi) successfully appealing a post-certification summary judgment or trial judgment.

11. While Plaintiff dispute Defendant's arguments, it was unclear how the arguments would be resolved. Thus, there was a substantial risk that Settlement Class members could receive nothing at all.

12. The risk of establishing damages in this Action was not insignificant. Indeed, there

was no assurance that a jury or the Court would have found in favor of the Settlement Class and awarded the full amounts claimed as owed.

13. Moreover, even if the class were certified and Plaintiff prevailed on the merits, it would still take years to litigate the Action through trial and the various appeals (e.g., the class certification order and final judgment).

14. The Settlement offers Settlement benefits that favorably compare with similar data breach class actions.

15. The Settlement will provide certain, substantial, and immediate relief to the Settlement Class. It ensures that Settlement Class Members with Valid Claims will receive guaranteed compensation now, provides Settlement Class Members with access to Settlement benefits that may not have been available at trial.

16. Class Counsel vigorously litigated this Action and, on the basis of our investigation into this Action and experience with and knowledge of the law and procedure governing the claims of Plaintiff and the Settlement Class, it is our belief that the Settlement is in the Settlement Class's best interests.

17. Indeed, the Settlement is an excellent result, given the complexity of the Action and the significant barriers that would loom in the absence of settlement.

18. The Settlement Class as a whole endorses and supports the Settlement. Following the successful Notice Program, the Settlement Class had ample opportunity to opt-out or object to the Settlement. As of the date of the filing of the Motion for Final Approval, only one Settlement Class member has requested to opt-out, and none have objected.

19. In sum, the Settlement benefits are fair, reasonable, and adequate in light of Defendant's defenses, and the challenging and unpredictable path of litigation Plaintiff would have

faced absent a settlement.

20. The Class Representative has expended time and effort and taken on significant risks for the benefit of the putative class as a whole, imposing a burden on himself out of proportion to his individual stake in the matter. He has zealously litigated his claims, secured substantial relief, and has no interests antagonistic to the Settlement Class.

21. Class Counsel have rigorously litigated Plaintiff's claims, secured substantial relief, and have no interests antagonistic to the Settlement Class.

22. Continuing through today, Class Counsel has continued to work with Defendant and the Settlement Administrator regarding Claims administration and processing as well as answering questions from Settlement Class members about the Settlement and the process.

23. Resolution of thousands of claims in one action is far superior to individual lawsuits because it promotes consistency and efficiency of adjudication. Given the small value of their individual claims, and their support for the Settlement, it can be inferred that Settlement Class members are not interested in prosecuting their own claims. Class Counsel is unaware of any other litigation against Defendant arising from the Data Incident. It is desirable to litigate the claims in Escambia County Circuit Court given Defendant's location, and manageability is not a concern.

24. Class Counsel believe the Settlement is favorable for the Settlement Class. It is our well-informed opinion that, given the uncertainty and further substantial risk and expense of pursuing the Action through contested dispositive motions, class certification proceedings, trial, and appeal, the proposed Settlement is fair, reasonable, and adequate.

25. The timing of the Claim submission process was structured to ensure Settlement Class members received due process, *i.e.*, that all Settlement Class members had adequate time to review the terms of the Settlement, compile documents supporting their Claim, and decide whether

to submit a Claim, opt-out of, take no action, or object to the Settlement. The Notices provided a detailed summary of the relevant information about the Settlement, including the Settlement Website address and how Settlement Class members could submit a Claim Form online or by mail prior to the Claims Deadline. For all methods of submitting a Claim Form, Settlement Class Members were given the option of receiving a digital payment or a traditional paper check.

26. The Settlement Agreement provides for a reasonable Service Award to the Class Representative in the amount of \$2,500.00, subject to approval by the Court.

27. The Service Award is meant to compensate the Class Representative for his efforts on behalf of the Settlement Class, which includes maintaining contact with Class Counsel, participating in client interviews, providing relevant documents, assisting in the investigation of the Litigation, remaining available for consultation throughout settlement negotiations, reviewing relevant pleadings and the Agreement, and answering Class Counsel's many questions.

28. The Settlement Agreement also provides for an award of attorneys' fees up to \$325,000.00, which includes reimbursement of costs. These terms were negotiated only after the substantive terms of the Settlement had been agreed upon and are subject to approval by the Court. The Parties considered the range of fee awards from other data breach cases that were considered comparable cases in negotiating the fee.

29. To date, Class Counsel have received no objections to the proposed attorneys' fees, costs, or Service Award (the amounts of which were made known to the Settlement Class via the Court-approved Notice Program) in particular.

30. Class Counsel prosecuted the Litigation on a purely contingent basis. As such, Class Counsel have not received any compensation for their extensive efforts or been reimbursed for litigation costs incurred, and have assumed a significant risk of nonpayment or underpayment.



The nature of contingency fees is that they are inherently uncertain and require counsel to assume more risk than in cases where compensation is based on billable hours.

31. This matter has required Class Counsel to spend considerable time on the Litigation that could have been spent on other matters. At various times during the litigation of the Litigation, this lawsuit has consumed significant amounts of Class Counsel's time.

32. Class Counsel's work on this matter includes: investigating the cause and effects of alleged unlawful sharing of Plaintiff's and Settlement Class Members' Personal Information, interviewing potential clients, evaluating the potential class representatives, contributing to the evaluation of the merits of the Litigation before filing the Complaint; conducting legal research; drafting the Complaint, the settlement term sheet, the Agreement, the Notice, the Motion for Preliminary Approval of Class Action Settlement, and the Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees and Costs; communicating with Defendant's Counsel, preparing document and information requests for Defendant as part of informal discovery; engaging in extensive settlement negotiations with Defendant; and providing updates to and handling questions from our Class Representative. Class Counsel were mindful to avoid duplicative efforts among themselves.

33. The total lodestar of all the law firms that worked on the Litigation, through August 12, 2025, is \$157,617.50.

34. Class Counsel's request for \$325,000.00 in attorneys' fees results in a multiplier of approximately 2.06.

35. The requested fee is fair in view of the complicated nature of the Litigation, and the time, effort, and skill required. The financial risks borne by Class Counsel fully support the fee requested.

36. In total, Class Counsel spent 166.6 hours on the Litigation, as further delineated below. The total hours do not include an estimated 18 hours that Class Counsel has spent since August 1, 2025, and will spend in drafting this Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees and Costs, preparing for and attending the Final Approval Hearing, and assisting the Settlement Administrator following Final Approval. These additional hours will result in an even lower multiplier.

37. Class Counsel and the Plaintiff have had a relationship since before filing the complaints in the actions and will continue to work with one another for a few more months, including time after Final Approval. The investigation, prosecution, and settlement of the Litigation has required a substantial amount of Class Counsel's time and effort. Class Counsel spent significant time working with the Plaintiff—investigating the Litigation and keeping them informed of the progress of the Litigation.

38. The time spent on the Litigation could otherwise have been spent on other fee-generating work. Because Class Counsel undertook representation of this matter on a contingency-fee basis, we shouldered the risk of expending substantial costs and time in litigating the action without any monetary gain in the event of an adverse judgment.

39. If not devoted to litigating the Litigation, from which any remuneration is wholly contingent on a successful outcome, the time our firms spent working on the Litigation could and would have been spent pursuing other fee-generating and/or lower risk cases from the time the Litigation was being investigated throughout the litigation.

40. Litigation is inherently unpredictable and therefore risky. Here, that risk was very real, due to the rapidly evolving nature of case law pertaining to data privacy matters, and the state of data privacy law. Therefore, despite Class Counsel's devotion to the Litigation and our

confidence in the claims alleged against Defendant, there have been many factors beyond our control that posed significant risks.

41. The hourly rates for the attorneys and support staff who worked on the Litigation are as follows, and the background and class action experience of the attorneys who performed the work in the Litigation are detailed in the Firm Resumes:

- a. J. Gerard Stranch, IV (Managing Member) - \$1,450.00
- b. Jeff Ostrow (Managing Partner) - \$950.00
- c. Grayson Wells (Member) - \$900.00
- d. Steven Sukert (Partner) - \$815.00
- e. Jennifer Roy (Paralegal) - \$375.00
- f. Todd M. Becker (Paralegal) – \$200.00
- g. Molly Wollman (Law Clerk) – \$150.00

42. These hourly rates are within the range of hourly rates that have been approved by Florida courts and elsewhere in the United States for legal services in class actions of a similar nature, considering the type of matter, level of experience, training, and education. Courts around the country have approved these rates.

43. Additionally, we have incurred the following costs, which were reasonably and necessarily incurred for the prosecution of the Litigation, totaling \$12,771.95.

- a. \$424.35 - Filing Fees
- b. \$347.60 - Service of Process Fees
- c. \$12,000.00 - Mediation Fees

Cost receipts will be submitted to the Court should it likewise so require.

\* \* \* \* \*

I declare under penalty of perjury of the laws of the state of Florida and the United States that the foregoing is true and correct, and that this declaration was executed in Fort Lauderdale, Florida on this 14th day of August, 2025.

/s/ Jeff Ostrow\_\_\_\_\_  
Jeff Ostrow

I declare under penalty of perjury of the laws of the state of Tennessee and the United States that the foregoing is true and correct, and that this declaration was executed in Nashville, Tennessee on this 14th day of August, 2025.

/s/ J. Gerard Stranch, IV\_\_\_\_\_  
J. Gerard Stranch, IV

# EXHIBIT C

**IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT IN AND FOR  
LAKE COUNTY, FLORIDA**

ROBERT MORRIS, individually, and on  
behalf of all others similarly situated,

Plaintiff,

vs.

Case No.: 2024-CA-41

COMMERCE V3, INC.,

Defendant.

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**DECLARATION OF STEPHANIE M. VALERIO**

1. My name is Stephanie M. Valerio, and I am over eighteen years of age. I make this declaration under the penalty of perjury, free and voluntarily, under no coercion, threat, or intimidation, and without promise of benefit or reward, based on my own personal knowledge. If called to testify, I could and would testify consistently with the matters stated herein.

2. I am an Assistant Project Manager for RG/2 Claims Administration LLC (“RG/2 Claims”), whose address is 30 South 17<sup>th</sup> Street, Philadelphia, PA 19103, the independent third-party settlement administrator retained as Claims Administrator to handle various settlement administration activities in the above-referenced matter, including, but not limited to, mailing and electronic mailing of settlement notification packages to Class Members, Claim Form collection and review, claimant correspondence, and distribution.

3. RG/2 Claims is a full-service class action settlement administrator offering notice, claims processing, allocation, distribution, tax reporting, and class action settlement consulting services. RG/2 Claims’ experience includes the provision of notice and administration services for settlements arising from antitrust, data security breach, consumer, civil rights, employment,

negligent disclosure, and securities fraud allegations. Since 2000, RG/2 Claims has administered and distributed in excess of \$2 billion in class action settlement proceeds.

4. I have been actively involved and responsible for handling the administration of the settlement of the above-referenced matter.

5. RG/2 Claims was retained to, among other tasks, a) electronically mail and mail Notices to Settlement Class Members; b) create and maintain the Settlement website; c) maintain a toll-free help line; d) prepare weekly activity reports; e) handle inquiries from and correspondence to Settlement Class Members; f) re-mail Notices; g) skip-trace undeliverable addresses; h) receive and process Claim Forms; i) receive and track Opt-Outs and Objections; j) review reasonable documentation; k) calculate and issue Settlement payments to valid Claimants; and l) conduct such other tasks as the Parties mutually agree or the Court orders RG/2 Claims to perform.

6. On or about May 15, 2025, RG/2 Claims received from Defendants' counsel an electronic file containing the names and known contact information for the individuals identified as Settlement Class Members. The electronic file contained names of 82,893 Settlement Class Members. RG/2 Claims reviewed the electronic file and after deduplicating the data, determined there were 62,852 unique Settlement Class Members.

7. On June 27, 2025, RG/2 Claims caused to be served by electronic mail, the Email Notice to 62,852 Settlement Class Members. A true and correct copy of the Email Notice is attached hereto as "**Exhibit A**". Of the 62,852 Email Notices, 54,854 were delivered successfully. RG/2 Claims caused to be served via mail, the Postcard Notice, to 7,998 Settlement Class Members for whom emails were either invalid, unsuccessful or not provided. A true and correct copy of the Postcard Notice is attached hereto as "**Exhibit B**". The Email Notice and Postcard

Notice clearly and concisely described the Settlement and the legal rights of the Settlement Class members and directed Settlement Class members to visit the Settlement Website for additional information.

8. As of the date of this Declaration, the USPS returned 15 Postcard Notices as undeliverable. RG/2 Claims performed extensive skip-trace procedures and was able to locate updated addresses for 8 Class Members. A total of 7 remain undeliverable. Of the 62,852 Settlement Class Members, it is assumed that as of the date of this Declaration, the Notice successfully reached 99.9% of the Settlement Class Members via mail or electronic mail.

9. Prior to electronically mailing and mailing the Notices, and in order to provide the best notice practicable and locate the most recent addresses for Settlement Class Members, RG/2 Claims processed the Settlement Class List for whom valid addresses were available, through the United States Postal Service's ("USPS") National Change of Address database ("NCOA") and updated the data with corrected information.

10. On or about June 27, 2025, RG/2 Claims made available the Settlement Website at [www.CV3Settlement.com](http://www.CV3Settlement.com). As of the date of this Declaration, the website has 1,666 unique visitors. The website includes the following:

- a. The "Homepage" contains a brief summary of the Settlement and advises the Class of their rights under the Settlement, including relevant dates answers to frequently asked questions, instructions for how Settlement Class members are able to opt out from or object to the Settlement, contact information for the Settlement Administrator, and how to obtain other case-related information. A copy of the Homepage is attached hereto as "**Exhibit C.**"
- b. The "Court Documents" page contains pdf copies of the Settlement Agreement



and Preliminary Approval Order, and once available, will contain the Motion for Final Approval and Application for Attorneys' Fees and Costs.

- c. The "Notice and Claim Form" page contains pdf copies of the Long Form Notice, Email Notice and Claim Form.
- d. The "File a Claim" page includes a link to a secure portal where Settlement Class Members can log in using the login and password from the Notice to submit the claim form electronically.
- e. The "Contact Us" page contains the contact information of the Settlement Administrator and Class Counsel.

11. On June 27, 2025, RG/2 Claims also made available the toll-free number 1 (844) 979-7301, which provided the Settlement Website URL address and gave the opportunity to speak with a live customer support specialist during the Settlement Administrator's normal business hours. As of the date of this Declaration, RG/2 Claims has received 1 call from a Settlement Class Member.

12. RG/2 Claims also made available Post Office Box 59479 in Philadelphia, PA 19102-9479 to receive and process returned Notices, Claim Forms, Opt Outs, and Objections.

13. RG/2 Claims established and monitors a settlement inbox, CV3Settlement@rg2claims.com, where Settlement Class Member can learn more about the settlement, ask questions about the Settlement, request to have a Long Form Notice and Claim Form mailed directly to them and submit a Claim Form. As of August 7, 2025, RG/2 Claims has received 9 emails regarding the Settlement.

14. The Notice informed Settlement Class Members of, among other things, their right to opt-out and not participate in the Settlement, provided the request is postmarked by 30 days

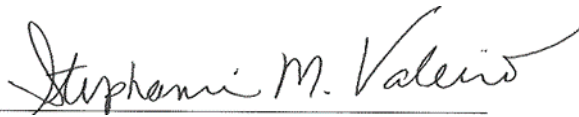
before the Final Approval Hearing, or by September 1, 2025. As of the date of this Declaration, RG/2 Claims has not received any Opt-Out requests.

15. The Notice also informed Class Members of their right to object to the Settlement provided the request is postmarked by 30 days before the Final Approval Hearing, or by September 1, 2025. To date, RG/2 Claims has not received or been advised of any objections to the Settlement.

16. The Notice informed Settlement Class Members of their right to file a claim by selecting either to receive reimbursement for documented Ordinary Losses, documented Extraordinary Losses, Lost Time as a result of the Data Incident or to receive the Alternative Cash Payment of \$40.00. The deadline to submit a Claim Form to receive Settlement Benefits is September 26, 2025. As of the date of this Declaration, RG/2 Claims has received 314 Claim Forms. Of the 314 Claim Forms submitted, 250 selected the Alternative Cash Payment, 44 selected Extraordinary Losses or Ordinary Losses and Lost Time, and 20 made no selection. The Claims received are in the review process and do not reflect approved Claims. As the Claims Period is open for Valid Claims postmarked by September 26, 2025, it is expected that we will continue to receive, review, and decision claims for the next several weeks. A supplemental declaration containing the final Claims numbers, including a description of the amount Settlement Class Members will recover on average can be provided at the conclusion of the review.

I, Stephanie M. Valerio, declare under penalty of perjury that the foregoing is true and correct.

Executed this day of August 11, 2025, at Philadelphia, Pennsylvania.

By: \_\_\_\_\_

Stephanie M. Valerio, Declarant

**EXHIBIT**

**A**

Name  
Claim ID:  
Pin:

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Robert Morris v. CommerceV3, Inc.* - Case No. 2024-CA-41  
Lake County, Florida Circuit Court

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER.

**A court has authorized this notice. This is not a solicitation from a lawyer.**

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**If You Received a Notice Letter from Revival Animal Health, Inc. Concerning a Cyberattack Against CommerceV3, Inc. that May Have Involved Your Personal Information, You Could be Eligible for Benefits from a Class Action Settlement**

**Revival Animal Health is not a party to the lawsuit or accused of any wrongdoing.**

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- You may be eligible to receive benefits from a class action settlement if you submit a timely and valid Claim Form.
- You received this notice because you may be a member of the Settlement Class eligible to receive benefits from a proposed settlement of the class action lawsuit styled *Robert Morris v. CommerceV3, Inc.*, Case No. 2024-CA-41, in Lake County, Florida Circuit Court (“Action”). The Court overseeing the Action authorized this Notice to advise Settlement Class Members about the proposed Settlement that will affect their legal rights. The Defendant in the Action, CommerceV3, Inc. (“CV3”), denies any wrongdoing and denies that it has any liability but have agreed to settle the lawsuit on a class-wide basis.
- To be eligible to make a claim, you must be a customer of Revival Animal Health, Inc. (“Revival”), a merchant that uses CV3’s e-commerce platform to enable its customers to place online orders for pet medication, who was previously notified by Revival that your name, billing address, payment card number, CVV code, and payment card expiration date (“Personal Information”) were potentially compromised in a cyberattack against CV3 (the “Data Incident”).
- Settlement Class Members who submit a valid Claim Form are entitled to receive the following benefits. Settlement Class Members who, on or after November 24, 2021, incurred lost expenses, money, or time as a result of the Data Incident are eligible to receive: (1) up to \$500 for documented, unreimbursed out-of-pocket losses; (2) up to \$5,000 for extraordinary, documented, and proven monetary losses; and/or (3) compensation for lost time of up to 4 hours at \$20/hour. As an alternative to seeking reimbursement for out-of-pocket expenses, monetary losses, and lost time, Settlement Class Members who submit a Valid Claim are eligible to receive a cash payment of \$40.

**Please read this notice carefully. Your legal rights will be affected, and you have a choice to**

**make at this time.**

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

The Settlement Class includes all customers of Revival in the United States who were sent a Notice Letter that their Personal Information was potentially compromised in the Data Incident (the “Settlement Class”).

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

Under the Settlement, Class Members may submit a Claim Form for the following benefits:

**Ordinary Losses** up to \$500, which includes the following:

1. Out-of-pocket expenses incurred as a result of the Data Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; and
2. Fees for credit reports, credit monitoring, or other identity theft insurance product purchased on or after November 24, 2021 through May 29, 2025.

**Extraordinary Losses** up to \$5,000, which includes compensation for proven monetary loss, professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services incurred as a result of the Data Incident.

**Lost Time** spent dealing with the Data Incident compensated at a rate of \$20 per hour for up to four hours, if at least one full hour was spent dealing with the Data Incident. Claims for lost time are included within the \$500 cap on Ordinary Losses. Claimants must attest to the accuracy of any request for compensation for lost time.

Compensation for the above losses (except lost time) will only be paid if:

- The loss is an actual, documented, and unreimbursed monetary loss;
- The loss was more likely than not caused by the Data Incident;
- The loss occurred between November 24, 2021 and September 26, 2025;
- You made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance; and
- Documentation of the claimed losses is not “self-prepared.” Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement.

No payment shall be made for emotional distress, personal/bodily injury, or punitive damages.

### **Alternative Cash Payment**

As an alternative to claiming compensation for ordinary expenses, extraordinary losses, and lost time as described above, Settlement Class Members who submit a timely Valid Claim may elect to receive a one-time payment of \$40 without the need to document losses or attest to time spent as a result of the Data Incident.

- **For more information or to submit a claim visit [www.CV3Settlement.com](http://www.CV3Settlement.com) or call 1-844-979-7301.**

More information about the types of Claims and how to file them is available on the Settlement Website.

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

**Submit a Claim Form.** To qualify for a cash payment, you must timely mail a Claim Form that is attached to this notice or timely complete and submit a Claim Form online at [www.CV3Settlement.com](http://www.CV3Settlement.com) (“Settlement Website”) using the Claim ID and Pin at the top of this Notice. Your Claim Form must be postmarked or submitted online no later than **September 26, 2025**. RG/2 Claims Administration, LLC is the Settlement Administrator.

**Opt Out.** You may exclude yourself from the Settlement and retain your ability to sue CV3 on your own by mailing a written request for exclusion to the Settlement Administrator that is postmarked no later than **September 1, 2025**. If you do not exclude yourself, you will be bound by the Settlement and give up your right to sue regarding the released claims.

**Object.** If you do not exclude yourself, you have the right to object to the Settlement. Written objections must be signed, postmarked no later than **September 1, 2025**, and provide the reasons for the objection. Please visit the Settlement Website for more details.

**Do Nothing.** If you do nothing, you will not receive a Settlement payment and will lose the right to sue regarding the released claims. You will be bound by the Court’s decision because this is a conditionally certified class action.

**Attend the Final Approval Hearing.** The Court will hold a **Final Approval Hearing on October 1, 2025 at 9:30 A.M. via Zoom. The Zoom link for the Final Approval Hearing will be made available by the Court one week prior to the hearing, at which time the Parties will publish the Zoom link on the Settlement Website.** All persons who timely object to the Settlement by **September 1, 2025** may appear at the Final Approval Hearing.

### **Who are the attorneys for the Plaintiff and the proposed Class?**

Class Counsel in this matter are Jeff Ostrow of Kopelowitz Ostrow P.A. and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC.

### **Do I need to pay attorneys’ fees or expenses?**

Definitely not. The attorneys’ fees and expenses will be paid by CV3 as awarded and approved by the Court. The attorneys’ fees will be in an amount not to exceed \$325,000. The motion for attorneys’ fees and expenses will be posted on the Settlement Website after it is filed with the Court.

### **When is the Final Approval Hearing?**

The Final Approval Hearing, at which the Court will determine if the Settlement is fair, reasonable, and adequate, will be conducted on **October 1, 2025 at 9:30 A.m. via Zoom. The Zoom link for**

**the Final Approval Hearing will be made available by the Court one week prior to the hearing, at which time the Parties will publish the Zoom link on the Settlement Website.**

**Where may I locate a copy of the Settlement Agreement, learn more about the case, or learn more about submitting a Claim Form?** [www.CV3Settlement.com](http://www.CV3Settlement.com)

**This Notice is a summary of the proposed Settlement. A longer version of the Notice may be accessed from the Settlement Website.**

**For more information or to submit a claim visit [www.CV3Settlement.com](http://www.CV3Settlement.com) or call 1-844-979-7301**

# **EXHIBIT B**



**A proposed Settlement has been reached in the class-action lawsuit styled *Robert Morris v. CommerceV3, Inc.*, Case No. 2024-CA-41, in Lake County, Florida Circuit Court (“Action”). The Plaintiff in the Action asserted claims against CV3 arising out of the Data Incident.**

**Revival Animal Health is not a party to the lawsuit or accused of any wrongdoing.**

CommerceV3, Inc. Settlement  
c/o RG/2 Claims Administration LLC  
P.O. Box 59479  
Philadelphia, PA 19102-9479

PRESORTED  
FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
MAG



NUMERIC EQUIVALENT

Postal Service: Please do not mark barcode

Claim ID: <<Claim ID>>  
PIN: <<PIN>>  
<<FirstName>><<LastName>>  
<<Address1>>  
<<Address2>>  
<<City>>, <<State>> <<Zip>>  
<<Country>>

**Why am I receiving this Notice?** A class action settlement in the case styled *Robert Morris v. CommerceV3, Inc.*, Lake County, Florida Circuit Court Case No. 2024-CA-41 has been reached. You are receiving this Notice because you were a customer of Revival Animal Health, Inc. (“Revival”), a merchant that uses CommerceV3, Inc.’s (“CV3”) e-commerce platform to enable its customers to place online orders for pet medication, and you previously received a Notice Letter from Revival that your name, billing address, payment card number, CVV code, and payment card expiration date (“Personal Information”) were potentially compromised in cyberattack against CV3 (the “Data Incident”).

**Who’s Included in the Settlement Class?** The Settlement Class includes all customers of Revival in the United States who were sent a Notice Letter stating their Personal Information was potentially compromised in the Data Incident.

**What are the Settlement terms?** Settlement Class Members who, on or after November 24, 2021, incurred lost expenses, money, or time as a result of the Data Incident are eligible to receive: (1) up to \$500 for documented, unreimbursed out-of-pocket losses; (2) up to \$5,000 for extraordinary, documented, and proven monetary losses; and/or (3) compensation for lost time of up to 4 hours at \$20/hour. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages. As an alternative to seeking reimbursement for out-of-pocket expenses, monetary losses, and lost time, Settlement Class Members who submit a valid claim are eligible to receive a cash payment of \$40. Please visit [www.CV3Settlement.com](http://www.CV3Settlement.com) for a full description of Settlement benefits and more information on how to submit a Claim Form. The deadline to submit a Claim Form is **September 26, 2025**. **You may submit a Claim Form online at [www.CV3Settlement.com](http://www.CV3Settlement.com) (“Settlement Website”) using the Claim ID and Pin on the front of your postcard.**

**What are my other options?** If you stay in the Settlement Class, you will be legally bound by the Settlement’s terms and you will release your claims against the Released Parties, regardless of whether you file a claim. If you do not want to be legally bound by the Settlement, you must **Opt Out** of the Settlement by **September 1, 2025**. If you Opt Out, you will not be entitled to any relief, but you will retain the ability to file your own claim against the Released Parties. If you do not Opt Out, you may **Object** to the Settlement by **September 1, 2025**. The Long Form Notice available on the Settlement Website explains how to Opt Out or Object.

**The Court’s Fairness Hearing.** The Court will hold a Final Approval Hearing on **October 1, 2025, at 9:30 a.m. via Zoom**, to consider whether to approve the Settlement and a request for attorneys’ fees and expenses for plaintiff’s counsel. The Zoom link for the Final Approval Hearing will be made available by the Court one week prior to the hearing, at which time the Parties will publish the Zoom link on the Settlement Website. You may appear at the hearing, either yourself or through an attorney hired by you, but you don’t have to. For more information, visit the website.

**Do I have a lawyer in the case?** The Court appointed the following Class Counsel to represent the Settlement Class in this Lawsuit: Jeff Ostrow of Kopelowitz Ostrow P.A., 1 West Las Olas Blvd, 5th Floor, Ft. Lauderdale, FL 33301 and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC, 223 Rosa L Parks Ave, Suite 200, Nashville, TN 37203.



For more information, please visit [www.CV3Settlement.com](http://www.CV3Settlement.com), email [CV3Settlement@rg2claims.com](mailto:CV3Settlement@rg2claims.com), call toll-free 1-844-979-7301, or scan the QR code shown.

# EXHIBIT C

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER.

**All customers of Revival Animal Health, Inc. ("Revival"), a merchant that uses CommerceV3, Inc.'s ("CV3") e-commerce platform to enable its customers to place online orders for pet medication, who were notified by Revival that their name, billing address, payment card number, CVV code, and payment card expiration date ("Personal Information") were potentially compromised in a cyberattack against CV3 (the "Data Incident")**

A proposed Settlement has been reached in the class-action lawsuit styled *Robert Morris v. CommerceV3, Inc.*, Case No. 2024-CA-41, in Lake County, Florida Circuit Court ("Action"). The Plaintiff in the Action asserted claims against CV3 arising out of the Data Incident.

**Revival Animal Health is not a party to the lawsuit or accused of any wrongdoing.**

If you are a member of the Settlement Class, you have the following options:

### **YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

#### **SUBMIT A CLAIM BY SEPTEMBER 26, 2025**

You must submit a valid claim form to receive reimbursement for unreimbursed expenses and losses.

#### **DO NOTHING**

You will receive no benefits and will no longer be able to sue the Released Parties, CommerceV3, Inc., and its parents, subsidiaries, predecessors, shareholders, members, merchants, vendors, and affiliates, and all of their present and former

officers, directors, employees, agents, consultants, advisors, attorneys, representatives, insurers, and legal representatives over the claims resolved in the settlement.

### **EXCLUDE YOURSELF FROM THE SETTLEMENT BY SEPTEMBER 1, 2025**

You will receive no benefits from the Settlement, but you will retain your legal claims against the Released Parties.

### **OBJECT BY SEPTEMBER 1, 2025**

Write to the Court about why you do not like the Settlement. You must remain in the Settlement Class or Settlement Subclass to object to the Settlement.

**Please review the Notice (pdf/CV3\_Long\_Form\_Notice.pdf) for all details regarding your options above or call 1-844-979-7301.**

## **WHAT IS THIS LAWSUIT ABOUT?**

The Action is a proposed class-action lawsuit against CV3 brought on behalf of all persons whom were sent written notice by Revival that their Personal Information was potentially compromised as a result of the Data Incident.

## **WHY IS THERE A SETTLEMENT?**

The Plaintiff in the Action, through his attorneys ("Class Counsel"), investigated the facts and law relating to the issues in the Action. The Plaintiff and Class Counsel believe that the settlement is fair, reasonable, and adequate and will provide substantial benefits to the Settlement Class. The Court has not decided whether the Plaintiff's claims or CV3's defenses have any merit, and it will not do so if the proposed Settlement is approved. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will receive benefits from the

Settlement. The Settlement does not mean that CV3 did anything wrong, or that the Plaintiff and/or the Settlement Class would, or would not, win the case if it were to go to trial.

## WHO IS IN THE SETTLEMENT CLASS?

The Plaintiff in the Action, through his attorneys ("Class Counsel"), investigated the facts and law relating to the issues in the Action. The Plaintiff and Class Counsel believe that the settlement is fair, reasonable, and adequate and will provide substantial benefits to the Settlement Class. The Court has not decided whether the Plaintiff's claims or CV3's defenses have any merit, and it will not do so if the proposed Settlement is approved. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will receive benefits from the Settlement. The Settlement does not mean that CV3 did anything wrong, or that the Plaintiff and/or the Settlement Class would, or would not, win the case if it were to go to trial.

## WHAT ARE THE SETTLEMENT BENEFITS?

Settlement Class Members who submit a valid Claim Form may be entitled to receive the following benefits:

**Ordinary Losses** up to \$500, which includes the following:

1. Out-of-pocket expenses incurred as a result of the Data Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; and
2. Fees for credit reports, credit monitoring, or other identity theft insurance product purchased on or after November 24, 2021 through May 29, 2025.

**Extraordinary Losses** up to \$5,000, which includes compensation for proven monetary loss, professional fees including attorneys' fees, accountants' fees, and fees for credit repair services incurred as a result of the Data Incident.

**Lost Time** spent dealing with the Data Incident compensated at a rate of \$20 per hour for up to four hours, if at least one full hour was spent dealing with the Data Incident. Claims for lost time are included within the \$500 cap on Ordinary Losses. Claimants must attest to the accuracy of any request for compensation for lost time.

No payment shall be made for emotional distress, personal/bodily injury, or punitive damages.

### **Alternative Cash Payment**

As an alternative to claiming compensation for ordinary expenses, extraordinary losses, and lost time as described above, Settlement Class Members who submit a valid and timely claim may elect to receive a one-time payment of \$40 without the need to document losses or attest to time spent as a result of the Data Incident.

## **HOW DO I SUBMIT A CLAIM?**

**You may complete the Claim Form (pdf/CV3\_Claim\_Form.pdf) on the website under the File a Claim (claims\_filing.html) tab by using the Claim ID and PIN provided on your Notice.** You may also obtain a paper **Claim Form** (pdf/CV3\_Claim\_Form.pdf) by downloading it on this website under the **Notice & Claim Form** (notice.html) tab. You may also request a claim form be mailed to you by calling the claims administrator at **1-844-979-7301**. If you choose to complete a paper Claim Form, you may either submit the completed and signed Claim Form and any supporting materials electronically or mail them to:

**You can also download a Claim Form (pdf/CV3\_Claim\_Form.pdf) on this website under the File A Claim (claims\_filing.html) tab using the Claim ID and PIN provided on your Notice.** You may also obtain a paper **Claim Form** (pdf/CV3\_Claim\_Form.pdf) by downloading it on this website under the **Notice & Claim Form** (claims\_filing.html) tab.

**CommerceV3, Inc. Claims Administrator**  
**c/o RG/2 Claims Administration LLC**  
**P.O. Box 59479**  
**Philadelphia, PA 19102-9479**

### **HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?**

You must make a signed written request that (i) clearly states that you wish to exclude yourself from the Settlement Class in the Action, and (ii) include your name, address and phone number. You must send your request by September 1, 2025, to this address:

**CommerceV3, Inc. Claims Administrator**  
**Attn: Exclusions**  
**c/o RG/2 Claims Administration LLC**  
**P.O. Box 59479**  
**Philadelphia, PA 19102-9479**

### **HOW DO I OBJECT TO THE SETTLEMENT?**

All Settlement Class Members who do not request exclusion from the Settlement Class have the right to object to the Settlement or any part of it. You can ask the Court to deny approval of the Settlement by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement benefits will be sent out and the lawsuit will continue.

Any objection to the proposed Settlement must be in writing and it and any supporting papers must be filed with the Court and mailed to Class Counsel and CV3's Counsel.

<b>Court</b>	<b>Class Counsel</b>	<b>CV3's Counsel</b>
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Lake County Courthouse 550 W. Main St., 1st Floor Tavares, FL 32778	Jeff Ostrow of Kopelowitz Ostrow P.A. 1 W. Las Olas Blvd, 5th Floor Fort Lauderdale, FL 33301  J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC 223 Rosa L Parks Ave Suite 200 Nashville, TN 37203	Christopher G. Dean <b>MCDONALD HOPKINS LLC</b> <b>Ostrow P.A.</b> 600 Superior Avenue, Ste., 2100 Cleveland, OH 44114
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Objections must be filed or postmarked no later than September 1, 2025.

### **HOW, WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. That hearing is scheduled for **October 1, 2025, at 9:30 A.M. via Zoom**. The Zoom link for the Final Approval Hearing will be made available by the Court one week prior to the hearing, at which time the Parties will publish the Zoom link on the Settlement Website.

At the Final Approval Hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have properly requested to speak at the hearing. The Court may also consider Plaintiff's request for attorneys' fees and costs, and Plaintiff's request for a service award for the Representative Plaintiff. During or after the hearing, the Court will decide whether to approve the Settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check this website to confirm the schedule if you wish to attend.

## **DO I HAVE TO ATTEND THE HEARING?**

No. You do not need to attend the hearing unless you object to the Settlement and wish to appear in person. It is not necessary to appear in person to make an objection; the Court will consider any written objections properly submitted according to the instructions in Question 15. You or your own lawyer are welcome to attend the hearing at your expense, but are not required to do so.

## **WHAT HAPPENS IF THE COURT APPROVES THE SETTLEMENT?**

If the Court approves the Settlement, the Settlement will become effective, and distributions for valid and approved claims will begin 30 days after the Effective Date. In the event there are objections to the Settlement or an appeal, it is possible the Settlement could be disapproved. We do not know how long this process may take.

## **WHO REPRESENTS THE SETTLEMENT CLASS?**

The Court has appointed the following Class Counsel to represent the Settlement Class Members in the Action: Jeff Ostrow of Kopelowitz Ostrow P.A., 1 West Las Olas Blvd, 5th Floor, Ft. Lauderdale, FL 33301 and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC, 223 Rosa L Parks Ave Suite 200, Nashville, TN 37203.

Settlement Class Members will not be charged for the services of Class Counsel; Class Counsel will be paid by CV3, subject to Court approval. However, you may hire your own attorney at your own expense to advise you in this matter or represent you in making an objection or appearing at the final settlement approval hearing.

**If you would like additional information or have questions, please click on the Contact tab to contact the Claims Administrator by mail, email or phone**

© 2025

# EXHIBIT D

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT  
IN AND FOR LAKE COUNTY, FLORIDA

ROBERT MORRIS, individually,  
and on behalf of all others similarly situated,

Plaintiff,

vs.

Case No.: 2024-CA-41

COMMERCE V3, INC.,

Defendant.

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**[PROPOSED] FINAL APPROVAL ORDER**

This matter came before the Court for a duly noticed hearing on October 1, 2025, upon Plaintiff's Motion for Final Approval of the Class Action Settlement with Defendant, Commerce V3, Inc. ("Defendant", together with Plaintiff, "Parties"), which was consented to by Defendant, and on Plaintiff's and Class Counsel's Application for Attorneys' Fees, Costs, and Service Award. Due and adequate notice of the Settlement Agreement fully executed on February 18, 2025 ("Settlement Agreement") having been given to Settlement Class Members, the Final Approval Hearing having been held and the Court having considered all papers filed and proceedings had herein, and otherwise being fully informed in the premises and good cause appearing therefore:

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

1. This Final Approval Order hereby incorporates by reference the definitions in the Settlement Agreement and all terms used herein, except as otherwise expressly defined herein, shall have the same meanings as set forth in the Settlement Agreement.

2. For purposes only of the settlement of the Released Claims as to the Released Parties set forth in the Settlement Agreement ("Settlement"), the Court hereby finally certifies the

Settlement Class, as defined in the Court's Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order").

3. Based on the record, the Court reconfirms that the applicable provisions of under Florida Rule of Civil Procedure 1.220 and Fla. Stat. § 768.734(b)(2) have been satisfied for purposes only of the Settlement.

4. In so holding, the Court finds that, solely for purposes of settlement, the Settlement Class meets all of the applicable requirements of Florida Rule of Civil Procedure 1.220. The Court hereby finds, in the specific context of this Settlement, that: (i) the Settlement Class is so numerous that joinder of all Settlement Class Members is impracticable, Fla. R. Civ. P. 1.220(a)(1); (ii) common questions of law and fact exist with regard to the Settlement Class, Fla. R. Civ. P. 1.220(a)(2); (iii) Plaintiff's claims in this litigation are typical of those of Settlement Class Members, Fla. R. Civ. P. 1.220(a)(3); and (iv) Plaintiff's interests do not conflict with, and are co-extensive with, those of absent Settlement Class Members, all of whose claims arise from the identical factual predicate, and Plaintiff and Class Counsel have adequately represented the interests of all Settlement Class Members, Fla. R. Civ. P. 1.220(a)(4). The Court also finds that common issues of fact and law predominate over any questions affecting only individual members and that a class action is superior to other available methods for fairly and efficiently adjudicating this controversy. Fla. R. Civ. P. 1.220(b)(3).

5. This Court has personal jurisdiction over Plaintiff, and Defendant (in this Action only and for purposes of this Settlement), and subject matter jurisdiction over the Action to approve the Settlement Agreement and all exhibits attached thereto under Fla. Stat. § 768.734(b)(2), because the conduct giving rise to Plaintiff's claims occurred in or emanated from this state.

6. The Court finds that the Class Notice, website, and Class Notice plan implemented pursuant to the Settlement Agreement and the Court's Preliminary Approval Order: (a) constituted the best practicable notice; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of this Action, of their right to exclude themselves from or object to the proposed Settlement, of their right to appear at the Final Approval Hearing, and of Class Counsel's Application for Attorneys' Fees and Costs and Service Award sought in Plaintiff's Motion for Final Approval; (c) provided a full and fair opportunity to all Settlement Class Members to be heard with respect to the foregoing matters; and (d) met all applicable requirements of Rule 1.220, due process, and any other applicable rules or law.

7. The Court finds that \_\_\_ Settlement Class Members have validly requested to be excluded from the Settlement Class as it relates to the Settlement. The excluded Settlement Class Members are identified in *Exhibit A* hereto. The excluded Settlement Class Members shall have no rights with respect to the Settlement Agreement, shall receive no payment from the sums provided for in the Settlement Agreement, and shall be deemed to have excluded themselves from the Action as against Defendant.

8. The Court finds that \_\_\_ timely objections to the proposed Settlement have been submitted. The Court has considered these objections, finds them without merit, and overrules them. Notwithstanding these timely and overruled objections, the Court has independently reviewed and considered all relevant factors and has conducted an independent examination into the propriety of the proposed Settlement.

9. Pursuant to Florida Rule of Civil Procedure 1.220, this Court hereby finally approves the Settlement, as set forth in the Settlement Agreement. This Court finds that the

Settlement meets all requirements of Florida Rule of Civil Procedure 1.220(e) and is, in all respects, fair, reasonable and adequate, and in the best interests of the Settlement Class, including Plaintiff. This Court further finds that the Settlement set forth in the Settlement Agreement is the result of arm's-length negotiations between experienced counsel representing the interests of the Parties, that Class Counsel and Plaintiff adequately represented the Settlement Class for the purpose of entering into and implementing the Settlement Agreement, that the relief provided for the Settlement Class is adequate, and that the Settlement Agreement treats Settlement Class Members equitably relative to each other. Accordingly, the Settlement embodied in the Settlement Agreement is hereby approved in all respects. The Parties are hereby directed to carry out the Settlement Agreement in accordance with all of its terms and provisions, including the termination provisions.

10. If the Effective Date does not occur for any reason, the Action will revert to the status that existed before the Settlement Agreement's execution date, and the Parties shall be restored to their respective positions in the Action as if the Settlement Agreement had never been entered into. No term or draft of the Settlement Agreement, or any part of the Parties' Settlement discussions, negotiations, or documentation, will have any effect or be admissible in evidence for any purpose in the Action.

11. Plaintiff, Defendant, and all Settlement Class Members (except those referenced in paragraph 7 above) are bound by the Settlement Agreement and this Final Approval Order.

12. As of the Effective Date, the claims of each Settlement Class Member (except those referenced in paragraph 7 above ) shall be released pursuant to Paragraph 11 of the Settlement Agreement, regardless of whether the Settlement Class Member submit a claim for benefits.



13. As of the Effective Date, the Settlement Agreement and the Final Approval Order shall be binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings against the Released Parties involving Released Claims(s).

14. As of the Effective Date, the Court permanently bars and enjoins Plaintiff and all Settlement Class Members except those referenced in paragraph 7 above from: (a) filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction against Defendant or any of the Released Parties based on the Released Claims; (b) filing, commencing, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any Settlement Class Members (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), against Defendant or any of the Released Parties based on the Released Claims; or (c) organizing Settlement Class Members into a separate group, class, or subclass for purposes of pursuing as a purported class action any lawsuit or administrative, regulatory, arbitration, or other proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) against Defendant or any of the Released Parties based on the Released Claims.

15. In no event shall the Settlement Agreement, any of its provisions, or any negotiations, statements, or proceedings relating to it be offered or received as evidence in this action or in any other proceeding, except in a proceeding to enforce the Settlement Agreement (including its Release).

16. The Court hereby confirms the appointment of RG/2 Claims Administration LLC as Settlement Administrator.

17. Any data or other information provided by Settlement Class Members in connection with the submission of claims shall be held in strict confidence, available only to the Settlement Administrator, Class Counsel, and experts or consultants acting on behalf of the Settlement Class. In no event shall a Settlement Class Member's data or personal information be made publicly available, except as provided herein or upon Court Order for good cause shown.

18. Class Counsel is awarded attorneys' fees in the amount of \$\_\_\_\_\_, which includes reimbursement of out-of-pocket costs and expenses, such amount to be paid in accordance with the Agreement's terms.

19. Class Representative is awarded a Service Award of \$2,500.00, such amount to be paid in accordance with the Agreement's terms.

20. The matter is hereby dismissed with prejudice and without costs except that the Court reserves jurisdiction over the consummation and enforcement of the settlement.

21. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and the Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

22. In accordance with Florida Rules of Civil Procedure 1.220(d) and (e), this Final Judgment and Order resolves all claims against all parties in this action and is a final order. There is no just reason to delay entry of final judgment in this matter, and the Clerk is directed to file this Final Judgment and Order in this matter.

**IT IS SO ORDERED**, in Chambers, in Lake County, Florida.

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

\_\_\_\_\_  
Michael Takac  
Circuit Judge

## **EXHIBIT A**

### **Opt-Out List**

(To Be Completed Before Final Approval Hearing)

1. Cecilia Fandel

# EXHIBIT A

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT  
IN AND FOR LAKE COUNTY, FLORIDA

ROBERT MORRIS, individually,  
and on behalf of all others similarly situated,

Plaintiff,

vs.

Case No.: 2024-CA-41

COMMERCE V3, INC.,

Defendant.

\_\_\_\_\_ /

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Settlement” or “Settlement Agreement” or “Agreement”) is entered into on this 14<sup>th</sup> day of February, 2025, by and between (1) Plaintiff Robert Morris (“Plaintiff”), on behalf of himself and all others similarly situated, and (2) Defendant Commerce V3, Inc. (“Defendant”). Plaintiff and Defendant are individually referred to as “Party” or collectively referred to herein as the “Parties.”

**RECITALS**

**WHEREAS**, Plaintiff is a customer of Revival Animal Health, Inc. (“Revival”), a merchant that uses Defendant’s e-commerce platform to enable its customers to place online orders for pet medication;

**WHEREAS**, Plaintiff alleges that on or about October 19, 2023, he received written notice (“Notice of Breach”) from Revival that Defendant had been the target of a cybersecurity incident (“Data Incident”), which may have resulted in the compromise of his name, billing address, payment card number, CVV code, and payment card expiration date (“Personal Information”);

**WHEREAS**, on January 8, 2024, Plaintiff filed a putative class action (“Complaint”) in the Circuit Court of the Fifth Judicial Circuit in and for Lake County, Florida, alleging that

Defendant failed to adequately safeguard the Personal Information of Plaintiff and other customers utilizing Defendant's e-commerce platform ("Action"). Plaintiff and the putative class sought monetary, declaratory, and equitable relief in the Action;

**WHEREAS**, Defendant denies any wrongdoing and liability in connection with the Data Incident, maintains that it complied with all applicable law, and filed a motion to dismiss. After the filing of the motion to dismiss, the Parties agreed to discuss a potential resolution of the matter;

**WHEREAS**, the Parties engaged the services of Bennett G. Picker of Stradley Ronon Stevens & Young, LLP—an experienced mediator with knowledge of relevant laws implicated in a data-privacy class action. After a productive mediation on November 13, 2024, the Parties agreed to the terms of a settlement, desiring to resolve any claims related to the Data Incident rather than continue litigating the matter;

**WHEREAS**, Plaintiff and his counsel believe strongly in the merits of their claims and ability to move forward in this Action; however, in consideration of all the circumstances, including the significant risks and costs associated with protracted litigation, they concluded that the proposed Settlement is fair, reasonable, and adequate, and is in the best interests of all members of the Settlement Class (as defined in Paragraph 1 below);

**WHEREAS**, Defendant indicated its intent to contest every claim in the Action and maintains that it has consistently acted in accordance with governing laws, but considering the expenses that would be necessary to defend the litigation and the benefits of final resolution, concluded that its interests are best served by settling the Lawsuit on the terms and conditions in the Agreement;

**WHEREAS**, the Parties and their respective counsel have engaged in arm's-length settlement negotiations and mutually desire to settle the Action fully, finally, and forever on behalf

of all Settlement Class Members (defined in paragraph 1) and for the Released Claims (defined in Paragraph 11 below) in accordance with the terms and conditions of the Agreement, which the Parties believe constitute a fair and reasonable compromise of the claims and defenses asserted in the Action and upon final approval of the Court;

**WHEREAS**, based on their evaluation of the facts and the law, Plaintiff and his counsel (hereinafter “Class Counsel”) have agreed to settle the Action after considering such factors as: (1) the benefits to the Settlement Class; (2) the risk, uncertainty, cost, and delay of continued litigation; and (3) the desirability of obtaining relief for Plaintiff and the Settlement Class now rather than later (or not at all);

**WHEREAS**, Plaintiff and Class Counsel have determined that the Settlement provides substantial benefits to the Settlement Class and represents a fair, reasonable, and adequate settlement of the claims that are or could have been alleged in the Action;

**WHEREAS**, Defendant and its counsel have made similar determinations, and, while denying wrongdoing, Defendant enters into the Settlement to avoid the expense, inconvenience, and inherent risk of litigation, as well as the disruption of its business operations.

#### **MISCELLANEOUS DEFINITIONS**

- A. “Claim” means the timely submission of a Claim Form by a Claimant.
- B. “Claim Form” means the form attached hereto as **Exhibit 1**, as approved by the Court. The Claim Form must be submitted physically (via U.S. Mail) or electronically (via the Settlement Website) by Settlement Class Members who wish to file a claim for Settlement Class Member Benefits (as defined in paragraph 3 below) pursuant to the terms and conditions of this Agreement. The Claim Form shall be available for download from the Settlement Website. The

Settlement Administrator shall mail a Claim Form, in hardcopy form, to any Settlement Class Member who so requests.

C. “Final Approval” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order (as defined in paragraph 18), substantially in the form attached to the Motion for Final Approval (as defined in paragraph 17).

D. “Valid Claim” means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally; (d) returned via mail and postmarked by the Claims Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claims Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator’s Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

### **CERTIFICATION OF SETTLEMENT CLASSES**

#### **1. The Settlement Class:**

The “Settlement Class” is defined as follows:

All customers of Revival Animal Health, Inc. in the United States who were sent a Notice Letter that their Personal Information was potentially compromised in the Data Incident.

Excluded from the Settlement Class are: (a) Defendant’s officers and directors; (b) any entity in which Defendant has a controlling interest; and (c) the affiliates, legal representatives,



attorneys, successors, heirs, and assigns of Defendant. Also excluded from the Settlement Classes are members of the judiciary to whom this case is assigned, their families and members of their staff. Defendant estimates that the Settlement Class may include 82,893 individuals (each, a “Settlement Class Member”). “Settlement Class Members,” as used herein, are those members of the Settlement Class who do not file a timely and valid opt-out by the Opt-Out Deadline (defined in paragraph 14).

**2. Certification of Settlement Class:** Promptly after execution of the Agreement, Class Counsel will file a Motion for Preliminary Approval (defined in paragraph 12 below) requesting the Court issue an order certifying the Settlement Class for Settlement purposes only. Defendant agrees not to object to this request without waiver of its right to contest certification or the merits of the Action if the Settlement does not receive Final Approval or the Effective Date (defined in Paragraph 19) does not occur.

### **RELIEF TO THE SETTLEMENT CLASS**

**3. Settlement Consideration:** Defendant will provide the following “Settlement Class Member Benefits”

A. **Compensation for Out-of-Pocket Losses and Lost Time:** Defendant will agree to make available the following compensation available to Settlement Class Members (each, a “Claimant”) who submit a Valid Claim.

- i. *Compensation for Ordinary Losses:* Defendant will provide compensation for unreimbursed, documented losses, up to a total of \$500 per Settlement Class Member, upon submission of a Claim and supporting documentation, such as the following losses:

- (a) *Out-of-pocket expenses incurred* as a result of the Data Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel;
  - (b) *Fees for credit reports, credit monitoring, or other identity theft insurance product* purchased between November 24, 2021, and the date of the order granting Preliminary Approval of the Settlement;
  - (c) *Up to 4 hours of lost time* spent dealing with the Data Incident, reimbursed at the rate of \$20/hour, if at least one full hour was spent dealing with the Data Incident.<sup>1</sup> Claimants must attest to the accuracy of any request for compensation for lost time.
- ii. *Compensation for Extraordinary Losses*: Defendant will provide up to \$5,000 in compensation to each Claimant for proven monetary loss if:
  - (a) The loss is an actual, documented, and unreimbursed monetary loss;
  - (b) The loss was more likely than not caused by the Data Incident;
  - (c) The loss occurred between November 24, 2021, and the Claims Deadline (as defined below in paragraph 5); and
  - (d) The loss is not already covered by one or more of the normal reimbursement categories; and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

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<sup>1</sup> Claims for lost time are included within the \$500 cap on ordinary losses.

B. Alternative Cash Payment. In lieu of claiming compensation under Paragraph 3(A), Settlement Class Members who submit a Valid Claim may elect to receive a \$40 payment without the need to document losses or attest to time spent as a result of the Data Incident.

**4. Claim Requirements and Limitations:**

A. Claims for monetary losses will be subject to review for completeness, plausibility, and reasonable traceability to the Data Incident by the Settlement Administrator (defined in paragraph 9). Settlement Class Members will have the opportunity to seek review by a third-party claims referee at Defendant's expense if they dispute the Settlement Administrator's initial determination (as described in Paragraph 9(D)).

B. Compensation for the losses described in Paragraph 3(A)—except lost time under Paragraph 3(A)(i)(c)—shall be paid only if:

- i. the loss is an actual, documented, and unreimbursed monetary loss;
- ii. it is determined by the Settlement Administrator, or in the course of the appeals process, that the loss was more likely than not caused by the Data Incident;
- iii. the loss occurred between November 24, 2021 and the Claims Deadline;
- iv. the Claimant made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance; and
- v. documentation of the claimed losses is not “self-prepared.” Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement. Claimants must submit reasonable documentation in support of their claim for out-of-pocket losses, to be evaluated by the Claims Administrator.

C. Each Settlement Class Member may submit only one Claim Form.

D. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages.

5. **Claims Period**: Settlement Class members shall have 90 days from the date that the Notice (as defined and described in Paragraph 13) is first issued to the Settlement Class to submit a Valid Claim (the “Claims Deadline”).

6. **Proof of Class Membership**: As proof of Settlement Class membership, any Settlement Class members filing a Claim must submit the unique identifier provided by the Settlement Administrator, attest that they received either the Notice of Data Incident or Notice of this Settlement, and provide the name and address to which either notice was sent.

7. **Settlement Class Member Payments**:

A. **Settlement Class Member Payments**. Any payments will either be mailed to Settlement Class Members at the address to which Notice was provided, to an address provided by the Settlement Class Member at the time of their Claim submission, or transmitted through an electronic payment method selected by the Settlement Class Member. Settlement Class Member Payments will be sent within 30 days following the Effective Date and after Defendant’s or the Settlement Administrator’s confirmation through review of Defendant’s records that the particular Claimant is entitled to relief, or the Settlement Administrator’s confirmation through review of the Claimant’s submission of sufficient documentation demonstrating an entitlement to relief under the Settlement whichever is later.

B. **Returned Checks**. If a check is returned as undeliverable, the Settlement Administrator will re-mail the check if a forwarding address is provided. If a forwarding address is not provided, or if the check is re-mailed and returned, the check will be cancelled, and Defendant will have no further obligation to attempt to make a payment to that Settlement Class

Member and that Settlement Class Member would have release all claims in the Action without receiving a Settlement Class Member Payment.

C. Uncashed/Cancelled Checks. Checks shall be valid for at least 90 days from the date of issue. Upon request, Defendant or the Settlement Administrator will provide Class Counsel with a report on uncashed or cancelled checks.

D. Residual funds. All residual funds remaining in any account maintained by the Settlement Administrator for purposes of administering this Settlement shall revert back to, and be the property of, Defendant and/or its insurer at the conclusion of Settlement Administration. Such funds shall be transferred back to Defendant or its insurers within 10 business days of the close of Settlement Administration pursuant to wire instructions to be provided by counsel for Defendant.

**8. Attorneys' Fees, Costs, and Service Award:**

A. Attorneys' Fees and Costs.

Defendant agrees not to object to Plaintiff's request for attorneys' fees and reimbursement of reasonable costs ("Application for Attorneys' Fees and Costs") associated with the Action to Class Counsel in a total amount not to exceed a total of \$325,000.00.<sup>2</sup> Class Counsel and Plaintiff agree not to seek or accept an attorneys' fee greater than \$325,000.00. Class Counsel will file their Motion for Final Approval (defined in paragraph 17), which shall include the Application for Attorneys' Fees and Costs, no later than 45 days before the Final Approval Hearing (defined in paragraph 16). Provided there are no objections to the Settlement, Defendant will pay, or cause to

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<sup>2</sup> Class Counsel in this matter are Jeff Ostrow of Kopelowitz Ostrow P.A. and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC.

be paid, the amount approved by the Court that does not exceed \$325,000.00, to Class Counsel within 10 days of the Effective Date.

The Court's consideration of Class Counsel's requested attorneys' fees and costs shall be separate from its consideration of the Settlement, and the Court's approval of the Settlement shall not be contingent upon an attorneys' fees or cost award at all or in any particular amount. If the Court reduces or disapproves Class Counsel's request for an award of attorneys' fees or costs, that will not be grounds to terminate the Settlement.

The Court-approved attorneys' fees and costs will not affect any benefits provided to Settlement Class Members or Plaintiff and will be paid separate and apart from any other sums agreed to under this Settlement. Defendant's obligations with respect to the Court-approved attorneys' fees and costs shall be fully satisfied upon provision of the funds to Class Counsel. Class Counsel will be responsible for any loss that may occur after receipt of the funds and for allocating the attorneys' fees and costs among Class Counsel or others. Defendant will have no responsibility or liability in connection with the allocation of the attorneys' fees or costs, or for any tax obligations or payments associated therewith. Class Counsel will bear all liability, and Defendant will bear no liability (beyond the Court-approved Class Counsel Payment itself), in connection with any claim for payment made by any attorney or service provider who claims to have rendered services to, for, or on behalf of Plaintiff, any Settlement Class Member, or Class Counsel in connection with the Action and this Settlement.

Except for the Court-approved attorneys' fees and costs, the Parties will be responsible for their respective fees, costs, and expenses incurred in connection with the Action. No interest will accrue with respect to any Court-approved attorneys' fees and costs.

B. Service Award. Defendant agrees not to object to Plaintiff's request for a service award in an amount not to exceed \$2,500 for Plaintiff for the time and effort expended on behalf of the Settlement Class "Service Award"). Class Counsel and Plaintiff agree not to seek or accept a Service Award greater than \$2,500. Class Counsel will petition for approval of the Service Award in the Motion for Final Approval. Defendant will pay, or cause to be paid, the amount approved by the Court that does not exceed \$2,500 total. The Court-approved Service Award will not affect any benefit provided to Settlement Class Members, including Plaintiff. Defendant will pay, or cause to be paid, the Court-approved Service Award within 30 days of the Effective Date according to wire instructions to be provided by Class Counsel. Defendant's obligation for payment of any Court-approved Service Award will be fully satisfied upon provision of the funds to Class Counsel. Plaintiff will bear all liability (beyond the Court-approved Service Award payment itself), and Defendant will bear no liability, for payment of taxes due, if any, on the Court-approved Service Award. No interest will accrue with respect to the Court-approved Service Award if paid in accordance with the Settlement.

### **SETTLEMENT ADMINISTRATION**

#### **9. Claims and Settlement Administration:**

A. Settlement Administrator. The Parties have selected RG/2 Claims Administration, LLC as the third-party claims administrator ("Settlement Administrator") to provide Notice of the Settlement to the Settlement Class and otherwise administer the Settlement, subject to the approval of the Court. The Settlement Administrator will administer the Settlement, including: (1) providing notification of the proposed Settlement to the Settlement Class in a manner mutually agreeable to the Parties, which may include email or direct mail notification; (2) creating and hosting a website (the "Website"), publicly accessible through the end of the Claims Period, dedicated to providing

information related to this Action and access to relevant publicly available court documents relating to this Action, the Settlement, and the Settlement Agreement, including the “Email Notice,” (Exhibit 2) “Postcard Notice,” (Exhibit 3) and “Long Form Notice” (Exhibit 4) of the Settlement, and offering Settlement Class Members the ability to submit Claims and supporting documentation for relief; (3) maintaining a toll-free telephone number and P.O. Box by which Settlement Class members can seek additional information regarding the Settlement; (4) processing Claims and supporting documentation submissions, and the provision of approved payments to Settlement Class Members; (5) processing requests to opt out of the Settlement from Settlement Class Members; and (6) any other provision of the Agreement that relates to the Settlement and Settlement Administration. Upon reasonable notice, the Settlement Administrator will make available for inspection by Class Counsel such information as is reasonably necessary for Class Counsel to confirm compliance with the Settlement administration aspects of the Settlement. Postcard Notices must contain a QR code that will direct the recipient to the Settlement Website’s home page, [<https://www.PLACEHOLDER.com>]. Email Notices must contain a direct link to the Settlement Website’s home page.

B. Review and Assistance. Class Counsel will be permitted to audit and review actual (or summary reports on) claims made, Claim Forms approved or denied, checks issued, calculation of benefits under the Settlement, returned checks and uncashed checks to assist with (1) the effectuation of the Settlement, and (2) the Parties’ respective desire to reasonably ensure that the benefits are administered in a manner to attempt to reach each Settlement Class Member.

C. Cost of Settlement Administration. Defendant will be responsible for the cost of Settlement administration, including the payment of the Settlement Administrator. The cost of Settlement administration will not affect any benefit provided to Settlement Class Members,



including Plaintiff. Except for the Court-approved attorneys' fees, costs, and Service Award, Defendant will not be responsible for, and will not pay, any additional costs or fees incurred by Plaintiff or Class Counsel with respect to the negotiation, implementation, or Settlement administration, or any costs incurred by any Settlement Class member in connection with participating in, opting-out of, or objecting to the Settlement.

D. Dispute Resolution.

- i. The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the Claimant is a Settlement Class member; (2) the Claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the losses and/or reimbursements described in Paragraph 3; and (3) the information submitted could lead a reasonable person to conclude that more likely than not that the Claimant has suffered the claimed losses as a result of the Data Incident. The Settlement Administrator may, within 60 days of the Claims Deadline, request from the Claimant, in writing, additional information as the Settlement Administrator may reasonably require in order to evaluate the claim, documentation requested on the Claim Form, and required documentation regarding the claimed losses. The Settlement Administrator's initial review will be limited to a determination of whether the Claim is complete and plausible. For any Claims that the Settlement Administrator determines to be implausible, the Settlement Administrator will deem those claims invalid.
- ii. Upon receipt of an incomplete or unsigned Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the

Settlement Administrator shall request via email or U.S. Mail additional information (“Claim Supplementation”) and give the Claimant 21 days from the date the request is sent to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within 30 days of receipt of such Claim Form or 30 days from the Claims Deadline, whichever comes later. If the defect is not timely cured, then the Claim Form will be deemed invalid and there shall be no obligation to pay the claim.

- iii. Following receipt of additional information requested by the Settlement Administrator, the Settlement Administrator shall have 10 days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the Claimant, the Settlement Administrator determines that such a Claim is facially valid, then the Claim shall be paid. If the Settlement Administrator determines that such a claim is not facially valid because the Claimant has not provided all information needed to complete the Claim Form and enable the Settlement Administrator to evaluate the Claim, then the Settlement Administrator may reject the claim without any further action. If the Claim is rejected in whole or in part for other reasons, then the Claim may be referred to the claims referee, who shall be selected by mutual agreement of the Parties should the need arise for said selection.
- iv. Claimants shall have 30 days from receipt of any offer of payment from the Settlement Administrator to accept or reject the offer. If a Claimant rejects an offer from the Settlement Administrator, the Settlement Claims Administrator shall have 15 days to reconsider its offered amount and make a final determination. If the

Claimant approves the final determination, then the approved amount shall be the amount to be paid. If the Claimant does not approve the final determination within 30 days of it being made, then the dispute may be submitted to the claims referee within 10 days from the date by which the Claimant was required to approve the final determination.

- v. If any dispute is submitted to the claims referee, the claims referee may approve the Settlement Administrator's determination by making a ruling within 15 days of the claims referee's receipt of the submitted dispute. The claims referee may make any other final determination of the dispute or request further supplementation of a Claim within 30 days of the claims referee's receipt of the submitted dispute. The claims referee's determination shall be based on whether the claims referee is persuaded that the claimed amounts are reasonably supported in fact and were more likely than not caused by the Data Incident. The claims referee shall have the power to approve a Claim in full or in part. The claims referee's decision will be final and non-appealable. Any Claimant referred to the claims referee shall reasonably cooperate with the claims referee, including by either providing supplemental information as requested or, alternatively, signing an authorization allowing the claims referee to verify the Claim through third party sources, and failure to cooperate shall be grounds for denial of the claim in full. The claims referee shall make a final decision within 30 days of the latter of the following events: its receipt of the submitted dispute or its receipt of all supplemental information requested.

**10. No Other Financial Obligations on Defendant:** Defendant will not be obligated to pay any fees, expenses, or costs in connection with the Action or the Settlement other than the amounts and categories specifically provided for in the Settlement.

**RELEASE**

**11. Release:**

A. As of the Effective Date, Plaintiff and every Settlement Class Member (except those who timely and validly opt-out), for themselves, their attorneys, spouses, beneficiaries, executors, representatives, heirs, successors, and assigns, in consideration of the relief set forth in the Agreement, fully and finally release Defendant, its parents, subsidiaries, predecessors, shareholders, members, merchants, vendors, and affiliates, and all of their present and former officers, directors, employees, agents, consultants, advisors, attorneys, representatives, insurers, and legal representatives from any and all claims or causes of action, whether known or unknown, that concern, or relate to (a) the Data Incident; and (b) all other claims arising out of the Data Incident that were asserted, or that could have been asserted, in the Action. The claims released in this Paragraph are referred to as the “Released Claims,” and the parties released are referred to as the “Released Parties.”

B. Plaintiff and the Settlement Class Members waive any principles of law similar to and including Section 1542 of the California Civil Code, 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.

Plaintiff and the Settlement Class Members agree that Section 1542 and all similar federal or state laws, rules, or legal principles of any other jurisdiction are knowingly and voluntarily waived in

connection with the claims released in the Settlement Agreement and agree that this is an essential term of the Settlement Agreement. Plaintiff and the Settlement Class Members acknowledge that they may later discover claims presently unknown or suspected, or facts in addition to or different from those which they now believe to be true with respect to the matters released in the Settlement Agreement. Nevertheless, Plaintiff and the Settlement Class Members fully, finally, and forever settle and release the Released Claims against the Released Parties.

### **SETTLEMENT APPROVAL PROCESS**

**12. Preliminary Approval Order:** As soon as practicable after the execution of the Agreement, Plaintiff will file a Motion for Preliminary Approval of the Settlement, requesting entry of a Preliminary Approval Order, which:

- A. Preliminarily approves the Settlement;
- B. Certifies the Settlement Class for Settlement purposes only pursuant to Paragraph 2;
- C. Finds that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing Notice to the Settlement Class;
- D. Appoints the Settlement Administrator in accordance with Paragraph 9(A);
- E. Approves the Notice Program (as described in Paragraphs 9(A), 13, 14, and 15) and directs the Settlement Administrator and Defendant to provide notice to Settlement Class in accordance with said Notice Program;
- F. Approves the forms of the Notices;
- G. Approves the Settlement Class Claim Form and directs the Settlement Administrator to conduct Settlement administration in accordance with the provisions of the Settlement;

H. Approves the exclusion, *e.g.*, opt-out, and objection procedures outlined in the Settlement;

I. Schedules a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the proposed Settlement and whether it should be finally approved by the Court;

J. Appoints Plaintiff as representative on behalf of the Settlement Class (“Class Representative”);

K. Appoints Jeff Ostrow of Kopelowitz Ostrow P.A. and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC, as Class Counsel; and

L. Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of the Settlement.

A copy of the proposed Preliminary Approval Order is attached as **Exhibit 5**. Should the Court decline to grant Preliminary Approval with respect to any aspect of the Settlement Agreement, the Settlement will be null and void, the Parties will have no further obligations under it, and the Parties will revert to their prior positions in the Action as if the Settlement had not occurred.

**13. Settlement Class Notice:** By no later than 10 days following entry of the Preliminary Approval Order, Defendant will provide the Settlement Administrator with a list of all Settlement Class Members and their full names, known mailing addresses and/or email addresses. By no later than 30 days following entry of the Preliminary Approval Order (“Notice Completion Deadline”), the Settlement Administrator will notify Settlement Class members of the Settlement with the Email Notice or Postcard Notice sent by email address or postal address. The Notice of the proposed Settlement (“Notice” or “Notice Date”) will advise that Settlement Class members have 90 days from the date that Notice is first sent to submit a Claim (“Claims Deadline”). Before

mailing the Notice, the Settlement Administrator will update the Settlement Class member's address through a reliable service of the Settlement Administrator's choosing that is consistent with its customary business practices. If a Notice is returned to the Settlement Administrator as undelivered and a forwarding address is provided, the Settlement Administrator will re-mail one additional time to the new address. For those Notices returned to the Settlement Administrator as undeliverable with no forwarding address, the Settlement Administrator will perform a skip trace search and/or make other reasonable efforts to locate an updated address and, where such an address is found, will re-mail the notice to the updated address.

**14. Right to Opt Out:** Settlement Class Members who submit a timely, written request to opt out from the Settlement Class will be excluded from the Settlement Class. A request to opt out must be in writing and signed by the Settlement Class member, and the written request must state the name, address, and phone number of the person seeking to opt out. The written request also must clearly manifest a person's intent to be excluded from the Settlement Class. The request must be mailed to the Settlement Administrator at the address provided in the Notice no later than 30 days before the initial scheduled Final Approval Hearing ("Opt-Out Deadline"). A request to opt out that does not include all the foregoing information, or that is sent to an address other than the one designated in the Notice, or that is not mailed by the deadline will be invalid, and the person submitting the request will remain a Settlement Class Member. A Settlement Class Member who submits a valid Settlement Class Claim Form is not eligible for exclusion, and any subsequent request for to opt out will be invalid. All Settlement Class members who submit valid, timely notices of their intent to opt out of the Settlement Class shall not receive any benefits of and/or be bound by the terms of the Settlement. All persons falling within the definition of the Settlement Class who do not request to opt out of the Settlement Class in the manner described in this

paragraph shall be bound by the terms of the Settlement. A list of those who have opted out of the Settlement will be attached to the Final Approval Order.

**15. Right to Object:** Any Settlement Class Member who objects to the Settlement may appear in person or through counsel, at his or her own expense, at the Final Approval Hearing to present any relevant evidence or argument. No Settlement Class Member will be heard and no papers submitted by any Settlement Class Member will be considered unless, no later than 30 days before the initial scheduled Final Approval Hearing (“Objection Deadline”), the Settlement Class Member files with the Court and mails to Class Counsel and Defendant’s counsel written objections that include: (a) the title of the case; (b) the objector’s full name, current address, telephone number, and email address; (c) the Settlement Class Member’s original signature; (d) all legal and factual bases for any objection; (e) copies of any documents that the objector wants the Court to consider; (e) all counsel representing the Settlement Class Member, if any; (f) the signature of the Settlement Class Member’s duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation; and (g) a list, including 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 in the past five years. Should the objector wish to appear at the Final Approval Hearing, he or she must so state, and must identify any documents or witnesses the Settlement Class Member intends to call on his or her behalf, and the attorney(s) representing the objecting Settlement Class Member who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, email address, state bar(s) to which counsel is admitted, as well as associated bar numbers. Any Settlement Class Member who fails to object in this manner will be deemed to have waived and forfeited any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement,



and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in this Lawsuit. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this Paragraph. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Judgment and Order approving this Settlement Agreement, or the judgment to be entered upon final approval shall be pursuant to appeal under the Florida Rules of Appellate Procedure and not through a collateral attack.

16. **Final Approval Hearing:** At the time of the submission of the Motion for Preliminary Approval, the Parties shall request that the Court hold a Final Approval Hearing approximately 120 days after the Preliminary Approval Order.

17. **Motion for Final Approval:** At least 45 days prior to the original date set for the Final Approval Hearing, Plaintiff will file the Motion for Final Approval.

18. **Final Judgment and Order:** At the Final Approval Hearing, the Parties will ask the Court to enter Final Approval of the Settlement and final judgment in a single order (collectively “Final Approval Order”). A copy of the proposed Final Approval Order is attached as **Exhibit 6**.

19. **Finality of Judgment:** The Final Approval Order will be deemed final, and the “Effective Date” will occur: (a) 35 days after the Final Judgment and Order is entered if no notice of appeal or motion tolling the time for appeal is filed; or (b) if any such document is filed, 14 days after all appellate proceedings (including proceedings in this Court in the event of a remand) have been finally terminated and the Settlement has been finally approved in all material respects.

#### **MISCELLANEOUS PROVISIONS**

20. **Right to Terminate Settlement:** If more than 100 of the Settlement Class opt out of the Settlement Class, Defendant shall have the right, but not the obligation, to terminate the

Agreement. If Defendant opts to terminate the Agreement, the Parties shall return to their respective positions immediately prior to entering into the Agreement and the Parties' Settlement negotiations shall not be admissible in any legal proceeding or construed as an admission of liability by Defendant or a concession by Plaintiff in any manner.

**21. Construction:** The Agreement has been drafted by both Parties and shall not be construed for or against any of the Parties.

**22. Integration of Exhibits:** The exhibits to the Agreement are incorporated by reference and are an integral part of the Agreement.

**23. Advice of Counsel:** The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this Agreement, including its exhibits, and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

**24. No Evidence, No Admission:** In no event shall the Agreement, any of its provisions, or any negotiations, statements, or proceedings relating to it be offered or received as evidence in the Action or in any other proceeding, except in a proceeding to enforce the Settlement (including its release). Without limiting the foregoing, neither the Agreement nor any related negotiations will be offered or received as evidence, or as an admission or concession, by any person of any matter, including, but not limited to, any alleged wrongdoing on the part of Defendant or the appropriateness of certification of any class.

**25. Tax Consequences:** Defendant gives no opinion as to the tax consequences of the Settlement to Settlement Class Members or anyone else. Each Settlement Class Member's or other person's tax obligations, if any, and the determination of any obligations, are the sole responsibility

of the Settlement Class Member or other person. Defendant and Class Counsel will act as they determine are required by the Internal Revenue Code in reporting any Settlement benefit provided or attorneys' fees or costs received pursuant to the Settlement.

**26. Cooperation in Effecting Settlement:** The Parties, their successors and assigns, and their attorneys will implement the Settlement in good faith, use good faith in resolving any disputes that may arise in the implementation of the Settlement, cooperate with one another in seeking Court approval of the Settlement, and use their best efforts to affect the prompt consummation of the Settlement.

**27. Publicity:** The Parties will cooperate with each other regarding public statements about the Settlement and may issue a joint statement/press release if they mutually agree to do so. The Parties reserve their right to rebut, in a matter that such Party determines to be appropriate, any contention made in any public forum that the Action was brought or defended in bad faith or without a reasonable basis. Defendant may, at its sole discretion, make a public statement about its operating procedures, or changes to these procedures, relating to cybersecurity. Nothing in this provision shall be construed to prevent Class Counsel from listing the existence of this Settlement on its website, including the value and benefits made available. Nevertheless, the remaining terms of the Settlement and the Agreement itself shall remain confidential.

**28. Authority to Execute Agreement:** Each person executing the Agreement represents that he or she is authorized to execute it.

**29. No Assignment:** The Parties represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other person or party.

**30. Successors and Assigns:** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

**31. Jurisdiction:** The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement and the Parties hereby submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Settlement Agreement. The Parties agree and stipulate that, for the purposes of this Settlement Agreement, the conduct giving rise to Plaintiff's claims occurred in or emanated from Florida.

**32. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the state of Florida, without regard for its choice-of-law rules.

**33. Counterparts:** The Agreement may be executed in counterparts, each of which will be considered an original. Executed signature pages are valid and enforceable whether they are originals or copies, and whether transmitted by facsimile, email, or any other means.

**[SIGNATURES ON NEXT PAGE]**

Whereupon, the foregoing Settlement Agreement and Release was executed by:

**ROBERT MORRIS**

DocuSigned by:



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2/14/2025 | 1:57 PM PST

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

**COMMERCE V3, INC.**

\_\_\_\_\_  
Signature

BY: \_\_\_\_\_

Name and Title

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

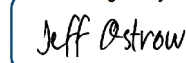
**Approved as to form:**

**KOPELOWITZ OSTROW, P.A.**

Class Counsel for Plaintiff and the Settlement

Class

DocuSigned by:



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JEFF OSTROW

2/14/2025 | 1:39 PM PST

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

**Approved as to form:**

**MCDONALD HOPKINS LLC**

Attorney for CommerceV3, Inc.

\_\_\_\_\_  
Jeffrey S. Haut

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

**STRANCH, JENNINGS & GARVEY, PLLC**

Class Counsel for Plaintiff and the Settlement Class

Signed by:



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J. Gerard Stranch, 1 ✓

2/14/2025 | 3:42 PM CST

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

Whereupon, the foregoing Settlement Agreement and Release was executed by:

**ROBERT MORRIS**

\_\_\_\_\_

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

**COMMERCE V3, INC.**



Signature

BY: Nathan Focht, Founding Partner

Name and Title

Date: 02/18/2025

**Approved as to form:**

**KOPELOWITZ OSTROW, P.A.**

Class Counsel for Plaintiff and the Settlement  
Class


\_\_\_\_\_  
Jeff Ostrow

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

**Approved as to form:**

**MCDONALD HOPKINS LLC**

Attorney for CommerceV3, Inc.



\_\_\_\_\_  
Jeffrey S. Haut

Date: 02/18/2025

**STRANCH, JENNINGS & GARVEY, PLLC**

Class Counsel for Plaintiff and the Settlement Class

\_\_\_\_\_  
J. Gerard Stranch, IV

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

# **EXHIBIT 1**

Your claim must be  
submitted online or  
postmarked by:  
**MONTH DD, 2025**

**CLAIM FORM FOR COMMERCE V3, INC.  
DATA SECURITY SETTLEMENT**

*Robert Morris v. Commerce V3, Inc.*  
Lake County, Florida Circuit Court  
Case No. 2024-CA-41

**COMMERCE  
V3, INC.**

**USE THIS FORM ONLY IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS  
TO MAKE A CLAIM FOR IDENTITY THEFT PROTECTION AND CREDIT MONITORING  
SERVICES AND/OR COMPENSATION FOR UNREIMBURSED LOSSES**

**GENERAL INSTRUCTIONS**

If you were a customer of Revival Animal Health, Inc. (“Revival”), a merchant that uses Commerce V3, Inc.’s (“CV3”) e-commerce platform to enable its customers to place online orders for pet medication, and you were notified by Revival that your name, billing address, payment card number, CVV code, and payment card expiration date (“Personal Information”) were potentially compromised in a cyberattack against CV3 (the “Data Incident”), you are a member of the Settlement Class and eligible to complete this Claim Form to request two years of identity protection and credit monitoring service free of charge and **either**: compensation for documented unreimbursed out-of-pocket expenses up to a total of \$500 (“Ordinary Losses”), monetary losses up to a total of \$5,000 (“Extraordinarily Losses”), and up to 4 hours of lost time at \$20 per hour; **or** an alternative cash payment of \$40 without the need to prove any loss.

**Ordinary Losses** include the following:

1. Out-of-pocket expenses incurred as a result of the Data Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; and
2. Fees for credit reports, credit monitoring, or other identity theft insurance product purchased on or after November 24, 2021 through **{the preliminary approval date}**.

**Extraordinary Losses** include compensation for proven monetary loss, professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services incurred as a result of the Data Incident.

**Lost Time** spent dealing with the Data Incident will be compensated at a rate of \$20 per hour for up to four hours, if at least one full hour was spent dealing with the Data Incident. Claims for lost time are included within the \$500 cap on Ordinary Losses. Claimants must attest to the accuracy of any request for compensation for lost time.

Compensation for the above losses (except lost time) will only be paid if:

- The loss is an actual, documented, and unreimbursed monetary loss;
- The loss was more likely than not caused by the Data Incident;
- The loss occurred between November 24, 2021 and **{the Claims Deadline}**;
- You made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance; and
- Documentation of the claimed losses is not “self-prepared.” Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement.

No payment shall be made for emotional distress, personal/bodily injury, or punitive damages.



Your claim must be submitted online or postmarked by: **MONTH DD, 2025**

CLAIM FORM FOR COMMERCE V3, INC.  
DATA SECURITY SETTLEMENT

Robert Morris v. Commerce V3, Inc.  
Lake County, Florida Circuit Court  
Case No. 2024-CA-41

COMMERCE  
V3, INC.

In lieu of claiming compensation for Ordinary or Extraordinary Losses and Lost Time, members of the Settlement Class may elect to receive a one-time payment of up to \$40 as a result of the Data Incident.

Please read the claim form carefully and answer all questions. Failure to provide required information could result in a denial of your claim.

This Claim Form may be submitted electronically via the Settlement Website at **URL** or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

RG/2 Claims Administration, LLC  
**Administrator mailing address**

I. 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

Street Address

City

State

Zip Code

Email Address

Telephone Number

II. PROOF OF CLASS MEMBERSHIP

☐ Check this box to certify that you were a customer of Revival Animal Health, Inc. in the United States who received a Notice Letter that your Personal Information was potentially compromised in the Data Incident.

Enter the Claim ID Number provided on your Notice:

Claim ID Number

Your claim must be submitted online or postmarked by: **MONTH DD, 2025**

CLAIM FORM FOR COMMERCE V3, INC.  
DATA SECURITY SETTLEMENT

Robert Morris v. Commerce V3, Inc.  
Lake County, Florida Circuit Court  
Case No. 2024-CA-41

COMMERCE  
V3, INC.

III. COMPENSATION FOR ORDINARY LOSSES

Members of the Settlement Class who submit a Valid Claim using this Claim Form are eligible for reimbursement of the following documented out-of-pocket expenses, not to exceed \$500, as a result of the Data Incident:

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss
<input type="radio"/> Out-of-pocket expenses incurred as a result of the Data Incident, including bank fees, long distance phone charges, cell phone charges (if charged by the minute), data charges (if charged based on the amount of data used), postage, or gasoline for local travel.	<div><div></div><div></div><div>/</div><div></div><div></div><div>/</div><div></div><div></div><div>(mm/dd/yy)</div></div>	<div><div>\$</div><div></div><div></div><div></div><div></div><div></div><div>.</div><div></div><div></div></div>
<b>Examples of Supporting Documentation:</b> <i>Phone bills, gas receipts, postage receipts; list of locations to which you traveled (e.g., police station, IRS office), why you traveled there (e.g., police report or letter from IRS) and number of miles traveled.</i>		
<input type="radio"/> Fees for credit reports, credit monitoring, or other identity theft insurance product purchased on or after November 24, 2021 through {the preliminary approval date}.	<div><div></div><div></div><div>/</div><div></div><div></div><div>/</div><div></div><div></div><div>(mm/dd/yy)</div></div>	<div><div>\$</div><div></div><div></div><div></div><div></div><div></div><div>.</div><div></div><div></div></div>
<b>Examples of Supporting Documentation:</b> <i>Receipts or account statements reflecting purchases made for credit monitoring or identity theft insurance services.</i>		

IV. COMPENSATION FOR EXTRAORDINARY LOSSES

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss
<input type="radio"/> Other monetary losses relating to fraud or identity theft, professional fees including attorneys' fees, accountants' fees, and fees for credit repair services, incurred as a result of the Data Incident.	<div><div></div><div></div><div>/</div><div></div><div></div><div>/</div><div></div><div></div><div>(mm/dd/yy)</div></div>	<div><div>\$</div><div></div><div></div><div></div><div></div><div></div><div>.</div><div></div><div></div></div>
<b>Examples of Supporting Documentation:</b> <i>Invoices or statements reflecting payments made for professional fees/services.</i>		

Your claim must be submitted online or postmarked by: **MONTH DD, 2025**

CLAIM FORM FOR COMMERCE V3, INC.  
DATA SECURITY SETTLEMENT

Robert Morris v. Commerce V3, Inc.  
Lake County, Florida Circuit Court  
Case No. 2024-CA-41

COMMERCE  
V3, INC.

V. COMPENSATION FOR LOST TIME

All Settlement Class Members who have spent time dealing with the Data Incident may claim up to four (4) hours for lost time at a rate of \$20 per hour.

Hours claimed (up to 4):

- ☐ 1 Hour (\$20)      ☐ 2 Hours (\$40)      ☐ 3 Hours (\$60)      ☐ 4 Hours (\$80)

Attestation (You must check the box on the next page to obtain compensation for lost time)

☐ I attest and affirm, under penalty of perjury, that any claimed lost time was spent related to the Data Incident between November 24, 2021, and the {the preliminary approval date}.

VI. ALTERNATIVE CASH PAYMENT

As an alternative to claiming compensation for Ordinary Losses, Extraordinary Losses, and Lost Time above, members of the Settlement Class who submit a valid and timely claim may elect to receive a one-time \$40 payment without the need to document losses or attest to time spent as a result of the Data Incident. To claim this alternative cash payment, please check the box below.

NOTE: The alternative cash payment cannot be combined with claims for reimbursement of Ordinary Losses, Extraordinary Losses, and Lost Time, and by checking the box below, you will forfeit any other claim for compensation (except Credit Monitoring) included in this Claim Form.

☐ Check this box if you wish to receive an alternative cash payment of \$40.

VII. PAYMENT SELECTION

Please select one of the following payment options, which will be used should you be eligible to receive a settlement payment:

☐ **PayPal** - Enter your PayPal email address: \_\_\_\_\_

☐ **Venmo** - Enter the mobile number associated with your Venmo account: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

☐ **Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ or Email Address: \_\_\_\_\_

☐ **Virtual Prepaid Card** - Enter your email address: \_\_\_\_\_

☐ **Physical Check** - Payment will be mailed to the address provided above.

Your claim must be  
submitted online or  
postmarked by:  
MONTH DD, 2025

CLAIM FORM FOR COMMERCE V3, INC.  
DATA SECURITY SETTLEMENT

Robert Morris v. Commerce V3, Inc.  
Lake County, Florida Circuit Court  
Case No. 2024-CA-41

COMMERCE  
V3, INC.

VIII. ATTESTATION & SIGNATURE

I swear and affirm under penalty of perjury that the information I have supplied in this Claim Form is true and correct, and that this form was executed on the date set forth below.

Signature

Printed Name

Date

# **EXHIBIT 2**

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Robert Morris v. Commerce V3, Inc.* - Case No. 2024-CA-41  
Lake County, Florida Circuit Court

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER.

**A court has authorized this notice. This is not a solicitation from a lawyer.**

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### **If You Received a Notice Letter from Revival Animal Health, Inc. Concerning a Cyberattack Against Commerce V3, Inc. that May Have Involved Your Personal Information, You Could be Eligible for Benefits from a Class Action Settlement**

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- You may be eligible to receive benefits from a class action settlement if you submit a timely and valid Claim Form.
- You received this notice because you may be a member of the Settlement Class eligible to receive benefits from a proposed settlement of the class action lawsuit styled *Robert Morris v. Commerce V3, Inc.*, Case No. 2024-CA-41, in Lake County, Florida Circuit Court (“Action”). The Court overseeing the Action authorized this Notice to advise Settlement Class Members about the proposed Settlement that will affect their legal rights. The Defendant in the Action, Commerce V3, Inc. (“CV3”), denies any wrongdoing and denies that it has any liability but have agreed to settle the lawsuit on a class-wide basis.
- To be eligible to make a claim, you must be a customer of Revival Animal Health, Inc. (“Revival”), a merchant that uses CV3’s e-commerce platform to enable its customers to place online orders for pet medication, who was previously notified by Revival that your name, billing address, payment card number, CVV code, and payment card expiration date (“Personal Information”) were potentially compromised in a cyberattack against CV3 (the “Data Incident”).
- Settlement Class Members who submit a valid Claim Form are entitled to receive the following benefits. Settlement Class Members who, on or after November 24, 2021, incurred as a result of the Data Incident: (1) documented, unreimbursed out-of-pocket losses up to \$500; (2) extraordinary, documented, and proven monetary losses up to \$5,000; and/or (3) lost time are eligible to receive compensation for up to 4 hours of time at \$20/hour. As an alternative to seeking reimbursement for out-of-pocket expenses, monetary losses, and lost time, Settlement Class Members who submit a Valid Claim are eligible to receive a cash payment of \$40.

**Please read this notice carefully. Your legal rights will be affected, and you have a choice to make at this time.**

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

The Settlement Class includes all customers of Revival in the United States who were sent a Notice Letter that their Personal Information was potentially compromised in the Data Incident (the “Settlement Class”).

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

Under the Settlement, Class Members may submit a Claim Form for the following benefits:

**Ordinary Losses** up to \$500, which includes the following:

1. Out-of-pocket expenses incurred as a result of the Data Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; and
2. Fees for credit reports, credit monitoring, or other identity theft insurance product purchased on or after November 24, 2021 through **{the preliminary approval date}**.

**Extraordinary Losses** up to \$5,000, which includes compensation for proven monetary loss, professional fees including attorneys' fees, accountants' fees, and fees for credit repair services incurred as a result of the Data Incident.

**Lost Time** spent dealing with the Data Incident will be compensated at a rate of \$20 per hour for up to four hours, if at least one full hour was spent dealing with the Data Incident. Claims for lost time are included within the \$500 cap on Ordinary Losses. Claimants must attest to the accuracy of any request for compensation for lost time.

Compensation for the above losses (except lost time) will only be paid if:

- The loss is an actual, documented, and unreimbursed monetary loss;
- The loss was more likely than not caused by the Data Incident;
- The loss occurred between November 24, 2021 and **{the Claims Deadline}**;
- You made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance; and
- Documentation of the claimed losses is not "self-prepared." Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement.

No payment shall be made for emotional distress, personal/bodily injury, or punitive damages.

### **Alternative Cash Payment**

As an alternative to claiming compensation for ordinary expenses, extraordinary losses, and lost time as described above, Settlement Class Members who submit a timely Valid Claim may elect to receive a one-time payment of \$40 without the need to document losses or attest to time spent as a result of the Data Incident.

- For more information or to submit a claim visit **www.-----.com** or call **1-###-###-####** Monday through Saturday, between **8:30 a.m. and 5:00 p.m. E.T.**

More information about the types of Claims and how to file them is available on the Settlement Website.

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

**Submit a Claim Form.** To qualify for a cash payment, you must timely mail a Claim Form that is attached to this notice or timely complete and submit a Claim Form online at [www.-----.com](http://www.-----.com) (“Settlement Website”). Your Claim Form must be postmarked or submitted online no later than \_\_\_\_\_, **2025**. RG/2 Claims Administration, LLC is the Settlement Administrator.

**Opt Out.** You may exclude yourself from the Settlement and retain your ability to sue CV3 on your own by mailing a written request for exclusion to the Settlement Administrator that is postmarked no later than \_\_\_\_\_, **2025**. If you do not exclude yourself, you will be bound by the Settlement and give up your right to sue regarding the released claims.

**Object.** If you do not exclude yourself, you have the right to object to the Settlement. Written objections must be signed, postmarked no later than \_\_\_\_\_, **2025**, and provide the reasons for the objection. Please visit the Settlement Website for more details.

**Do Nothing.** If you do nothing, you will not receive a Settlement payment and will lose the right to sue regarding the released claims. You will be bound by the Court’s decision because this is a conditionally certified class action.

**Attend the Final Approval Hearing.** The Court will hold a **Final Approval Hearing on \_\_\_\_\_, 2025 at [time]**. All persons who timely object to the Settlement by \_\_\_\_\_, 2025 may appear at the Final Approval Hearing.

## **Who are the attorneys for the Plaintiff and the proposed Class?**

Class Counsel in this matter are Jeff Ostrow of Kopelowitz Ostrow P.A. and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC.

## **Do I need to pay attorneys’ fees or expenses?**

Definitely not. The attorneys’ fees and expenses will be paid by CV3 as awarded and approved by the Court. The attorneys’ fees will be in an amount not to exceed \$325,000. The motion for attorneys’ fees and expenses will be posted on the Settlement Website after it is filed with the Court.

## **When is the Final Approval Hearing?**

The Final Approval Hearing, at which the Court will determine if the Settlement is fair, reasonable, and adequate, will be conducted on \_\_\_\_\_ **2025** at [time].

**Where may I locate a copy of the Settlement Agreement, learn more about the case, or learn more about submitting a Claim Form?** [www.-----.com](http://www.-----.com).

**This Notice is a summary of the proposed Settlement. A longer version of the Notice may be accessed from the Settlement Website.**



# **EXHIBIT 3**

CLAIM ID [REDACTED]

**Why am I receiving this Notice?** A class action settlement in the case styled *Robert Morris v. Commerce V3, Inc.*, Lake County, Florida Circuit Court Case No. 2024-CA-41 has been reached. You are receiving this Notice because you were a customer of Revival Animal Health, Inc. (“Revival”), a merchant that uses Commerce V3, Inc.’s (“CV3”) e-commerce platform to enable its customers to place online orders for pet medication, and you previously received a Notice Letter from Revival that your name, billing address, payment card number, CVV code, and payment card expiration date (“Personal Information”) were potentially compromised in cyberattack against CV3 (the “Data Incident”).

**Who’s Included in the Settlement Class?** The Settlement Class includes all customers of Revival in the United States who were sent a Notice Letter stating their Personal Information was potentially compromised in the Data Incident.

**What are the Settlement terms?** Settlement Class Members who submit a valid Claim Form are entitled to receive the following benefits: for Settlement Class Members who, on or after November 24, 2021, incurred as a result of the Data Incident: (1) compensation for documented, unreimbursed out-of-pocket losses up to \$500; (2) compensation for extraordinary, documented, and proven monetary losses up to \$5,000; and (3) compensation for lost time for up to 4 hours of time at \$20/hour. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages. As an alternative to seeking reimbursement for out-of-pocket expenses, monetary losses, and lost time, Settlement Class Members who submit a valid claim are eligible to receive a cash payment of \$40. Please visit [URL](#) for a full description of Settlement benefits and more information on how to submit a Claim Form. The deadline to submit a Claim Form is **Month DD, 2025**.

**What are my other options?** If you **stay** in the Settlement Class, you will be legally bound by the Settlement’s terms and you will release your claims against the Released Parties, regardless of whether you file a claim. If you do not want to be legally bound by the Settlement, you must **Opt Out** of the Settlement by **Month DD, 2025**. If you Opt Out, you will not be entitled to any relief, but you will retain the ability to file your own claim against the Released Parties. If you do not Opt Out, you may **Object** to the Settlement by **Month DD, 2025**. The Long Form Notice available on the Settlement Website explains how to Opt Out or Object.

**The Court’s Fairness Hearing.** The Court will hold a Final Approval Hearing on **Month DD, 2025**, to consider whether to approve the Settlement and a request for attorneys’ fees and expenses for plaintiff’s counsel. You may appear at the hearing, either yourself or through an attorney hired by you, but you don’t have to. For more information, visit the website.

**Do I have a lawyer in the case?** The Court appointed the following Class Counsel to represent the Settlement Class in this Lawsuit: **NAME / ADDRESS**.

For more information, please visit [URL](#), call toll-free **XXX-XXX-XXXX**, or scan the QR code below:  
[QR CODE]

# **EXHIBIT 4**

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER.

PLEASE READ THIS NOTICE CAREFULLY

**To:** All customers of Revival Animal Health, Inc. (“Revival”), a merchant that uses Commerce V3, Inc.’s (“CV3”) e-commerce platform to enable its customers to place online orders for pet medication, who were notified by Revival that their name, billing address, payment card number, CVV code, and payment card expiration date (“Personal Information”) were potentially compromised in a cyberattack against CV3 (the “Data Incident”)

A proposed Settlement has been reached in the class-action lawsuit styled *Robert Morris v. Commerce V3, Inc.*, Case No. 2024-CA-41, in Lake County, Florida Circuit Court (“Action”). The Plaintiff in the Action asserted claims against CV3 arising out of the Data Incident.

If you are a member of the Settlement Class, you have the following options:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>SUBMIT A CLAIM BY</b> [REDACTED], 2025	You must submit a valid claim form to receive credit-monitoring services from the Settlement and reimbursement for unreimbursed expenses and losses.
<b>DO NOTHING</b>	You will receive no benefits from the Settlement and will no longer be able to sue the Released Parties, <sup>1</sup> over the claims resolved in the Settlement.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT BY</b> [REDACTED], 2025	You will receive no benefits from the Settlement, but you will retain your legal claims against the Released Parties.
<b>OBJECT BY</b> [REDACTED], 2025	Write to the Court about why you do not like the Settlement. You must remain in the Settlement Class or Settlement Subclass to object to the Settlement.

<sup>1</sup> The “Released Parties,” are CommerceV3, Inc., and its parents, subsidiaries, predecessors, shareholders, members, merchants, vendors, and affiliates, and all of their present and former officers, directors, employees, agents, consultants, advisors, attorneys, representatives, insurers, and legal representatives.

No payments or other settlement benefits will be issued until after the Court gives final approval to the Settlement and any appeals are resolved.

**Please review this notice carefully.** You can learn more about the Settlement by visiting [URL](#) or by calling [1-XXX-XXX-XXXX](#).

### **Further Information about this Notice and the Action**

#### **1. Why was this Notice issued?**

You received this notice because you may be a member of the Settlement Class eligible to receive benefits from a proposed settlement in the Action. The Court overseeing the Action authorized this Notice to advise Settlement Class Members about the proposed Settlement that will affect their legal rights. The Notice explains certain legal rights and options you have in connection with that Settlement.

#### **2. What is the Action about?**

The Action is a proposed class-action lawsuit against CV3 brought on behalf of all persons whom were sent written notice by Revival that their Personal Information was potentially compromised as a result of the Data Incident.

#### **3. Why is the Action a class action?**

In a class action, one or more representative plaintiffs bring a lawsuit for others who are alleged to have similar claims. Together, these people are the “class” and each individually is a “class member.” There is one Plaintiff (or Representative Plaintiff) in this case: Robert Morris.

#### **4. Why is there a Settlement?**

The Plaintiff in the Action, through his attorneys (“Class Counsel”), investigated the facts and law relating to the issues in the Action. The Plaintiff and Class Counsel believe that the settlement is fair, reasonable, and adequate and will provide substantial benefits to the Settlement Class. The Court has not decided whether the Plaintiff’s claims or CV3’s defenses have any merit, and it will not do so if the proposed Settlement is approved. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will receive benefits from the Settlement. The Settlement does not mean that CV3 did anything wrong, or that the Plaintiff and/or the Settlement Class would, or would not, win the case if it were to go to trial.

## **Terms of the Proposed Settlement**

### **5. Who is in the Settlement Class?**

The Settlement Class is defined as all individuals who were customers of Revival in the United States and were sent a Notice Letter that their Personal Information was potentially compromised in the Data Incident.

Excluded from the Settlement Class are: (a) CV3 officers and directors; (b) any entity in which CV3 has a controlling interest; and (c) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of CV3. Also excluded from the Settlement Classes are members of the judiciary to whom this case is assigned, their families and members of their staff.

### **6. What are the Settlement Benefits?**

Settlement Class Members who submit a valid Claim Form may be entitled to receive the following benefits:

**Ordinary Losses** up to \$500, which includes the following:

1. Out-of-pocket expenses incurred as a result of the Data Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; and
2. Fees for credit reports, credit monitoring, or other identity theft insurance product purchased on or after November 24, 2021 through **{the preliminary approval date}**.

**Extraordinary Losses** up to \$5,000, which includes compensation for proven monetary loss, professional fees including attorneys' fees, accountants' fees, and fees for credit repair services incurred as a result of the Data Incident.

**Lost Time** spent dealing with the Data Incident will be compensated at a rate of \$20 per hour for up to four hours, if at least one full hour was spent dealing with the Data Incident. Claims for lost time are included within the \$500 cap on Ordinary Losses. Claimants must attest to the accuracy of any request for compensation for lost time.

Compensation for the above losses (except lost time) will only be paid if:

- The loss is an actual, documented, and unreimbursed monetary loss;
- The loss was more likely than not caused by the Data Incident;
- The loss occurred between November 24, 2021 and **{the close of the claims period}**;
- You made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance;
- Documentation of the claimed losses is not "self-prepared." Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement.

No payment shall be made for emotional distress, personal/bodily injury, or punitive damages.

### **Alternative Cash Payment**

As an alternative to claiming compensation for ordinary expenses, extraordinary losses, and lost time as described above, Settlement Class Members who submit a valid and timely claim may elect to receive a one-time payment of \$40 without the need to document losses or attest to time spent as a result of the Data Incident.

#### **7. What claims are Settlement Class Members giving up under the Settlement?**

Settlement Class Members who do not validly exclude themselves from the Settlement will be bound by the Settlement Agreement and Release (“Settlement Agreement”), and any final judgment entered by the Court, and will give up their right to sue the Released Parties for the claims being resolved by the Settlement.

The claims that are being released and the persons and entities being released from those claims are described in the Settlement Agreement. To view the Settlement Agreement, please visit [URL](#).

### **Your Options as a Settlement Class Member**

#### **8. If I am a Settlement Class Member, what options do I have?**

If you are a Settlement Class Member, you do not have to do anything to remain in the Settlement. However, if you want to request compensation for unreimbursed expenses and losses or the alternative cash payment, you **must** complete and submit a Claim Form postmarked or submitted online by **Month DD, 2025**. You may download or submit a Claim Form online at [URL](#).

If you do not want to give up your right to sue the Released Parties about the Data Incident or the issues raised in this case, you must exclude yourself (or “opt out”) from the Settlement Class. See Question 12 below for instructions on how to exclude yourself.

If you object to the settlement, you must remain a Settlement Class (*i.e.*, you may not also exclude yourself from the Settlement Class/Subclass by opting out) and file a written objection in this case with the Court. (*See* Question 15 below.) If you object, you must still submit a claim if you want compensation for unreimbursed losses or identity theft protection and credit monitoring services.

#### **9. What happens if I do nothing?**

If you do nothing, you will get no benefit from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will be bound by the judgment and you will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Released Parties related to the claims released by the Settlement.

#### **10. How do I submit a claim?**

You may complete the Claim Form online at **URL**. You may also obtain a paper Claim Form by downloading it at **URL** or by calling the claims administrator at **1-XXX-XXX-XXXX**. If you choose to complete a paper Claim Form, you may either submit the completed and signed Claim Form and any supporting materials electronically at **URL** or mail them to:

Commerce V3, Inc. Claims Administrator

**{Administrator Mailing Address}**

**{Administrator City/State/Zip}**

**11. Who decides my Settlement claim and how do they do it?**

The Claims Administrator will initially decide whether a Claim Form is complete and valid and includes all required documentation. The Claims Administrator may require additional information from any claimant. Failure to timely provide all required information will invalidate a claim and it will not be paid.

**12. How do I exclude myself from the Settlement?**

You must make a signed written request that (i) clearly states that you wish to exclude yourself from the Settlement Class in the Action, and (ii) include your name, address and phone number. You must send your request by **Month DD, 2025** to this address:

Commerce V3, Inc. Claims Administrator

Attn: Exclusions

**{Administrator Mailing Address}**

**{Administrator City/State/Zip}**

**13. If I exclude myself, can I receive a benefit from this Settlement?**

No. If you exclude yourself, you will not be entitled to any Settlement benefits. However, you will also not be bound by any judgment in the Action.

**14. If I do not exclude myself, can I sue the Released Parties for the Data Incident later?**

No. Unless you exclude yourself, you give up any right to sue the Released Parties for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form requesting a benefit from this Settlement.

**15. How do I object to the settlement?**

All Settlement Class Members who do not request exclusion from the Settlement Class have the right to object to the Settlement or any part of it. You can ask the Court to deny approval of the Settlement by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement benefits will be sent out and the lawsuit will continue.



Any objection to the proposed Settlement must be in writing and it and any supporting papers must be filed with the Court and mailed to Class Counsel and CV3's Counsel.

<b>Court</b>	<b>Class Counsel</b>	<b>CV3's Counsel</b>
<b>Insert Address</b>	Jeff Ostrow of Kopelowitz Ostrow P.A. and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC <b>Insert Address</b>	Christopher G. Dean <b>MCDONALD HOPKINS LLC</b> 600 Superior Avenue, Ste., 2100 Cleveland, OH 44114

Objections must be filed or postmarked no later than **Month DD, 2025**.

No Settlement Class Member will be heard and no papers submitted by any Settlement Class Member will be considered unless, no later than 30 days before the initial scheduled Final Approval Hearing ("Objection Deadline"), the Settlement Class Member files with the Court and mails to Class Counsel and Defendant's counsel written objections that include: (a) the title of the case; (b) the objector's full name, current address, telephone number, and email address; (c) the Settlement Class Member's original signature; (d) all legal and factual bases for any objection; (e) copies of any documents that the objector wants the Court to consider; (e) all counsel representing the Settlement Class Member, if any; (f) the signature of the Settlement Class Member's duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation; and (g) a list, including 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 in the past five years.

Should the objector wish to appear at the Final Approval Hearing, he or she must so state, and must identify any documents or witnesses the Settlement Class Member intends to call on his or her behalf, and the attorney(s) representing the objecting Settlement Class Member who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, email address, state bar(s) to which counsel is admitted, as well as associated bar number

If you fail to object in this manner, you will be deemed to have waived and forfeited any and all rights you may have to appear separately and/or to object to the Settlement Agreement, and you shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this paragraph. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Judgment and Order approving this Settlement Agreement, or the judgment to be entered upon final approval shall be pursuant to appeal under the Florida Rules of Appellate Procedure and not through a collateral attack.

### **Court Approval of the Settlement**

16. How, when and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. That hearing is scheduled for **Month DD, 2025**, at **XX:XX A.M./P.M.**, at **Court Address**. At the Final

Approval Hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have properly requested to speak at the hearing. The Court may also consider Plaintiff's request for attorneys' fees and costs, and Plaintiff's request for a service award for the Representative Plaintiff. During or after the hearing, the Court will decide whether to approve the Settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check **URL** to confirm the schedule if you wish to attend.

**17. Do I have to attend the hearing?**

No. You do not need to attend the hearing unless you object to the Settlement and wish to appear in person. It is not necessary to appear in person to make an objection; the Court will consider any written objections properly submitted according to the instructions in Question 15. You or your own lawyer are welcome to attend the hearing at your expense, but are not required to do so.

**18. What happens if the Court approves the Settlement?**

If the Court approves the Settlement, the Settlement will become effective, and distributions for valid and approved claims will begin 30 days after the Effective Date. In the event there are objections to the Settlement or an appeal, it is possible the Settlement could be disapproved. We do not know how long this process may take.

**19. What happens if the Court does not approve the Settlement?**

If the Court does not approve the Settlement, there will be no Settlement benefits available to Settlement Class Members, Class Counsel, or the Plaintiffs, and the case will proceed as if no Settlement had been attempted.

### **Lawyers for the Settlement Class**

**20. Who represents the Settlement Class?**

The Court has appointed the following Class Counsel to represent the Settlement Class Members in the Action:

**Insert Address**

Settlement Class Members will not be charged for the services of Class Counsel; Class Counsel will be paid by CV3, subject to Court approval. However, you may hire your own attorney at your own expense to advise you in this matter or represent you in making an objection or appearing at the final settlement approval hearing.

**21. How will the lawyers for the Settlement Class be paid?**

Plaintiff will seek an order from the Court requesting that attorneys' fees be awarded to Class Counsel in the amount of up to \$325,000 inclusive of any costs and expenses of the Action (the "Class Counsel Payment").

Plaintiff will also seek an order from the Court requesting that a Service Award in the amount of up to \$2,500 be awarded to him for his time and effort expended on behalf of the Settlement Class in the Action.

If the Court awards the Class Counsel Payment or the Service Award described above, the Court's award(s) will not affect any benefits provided to Settlement Class Members, or Plaintiff.

**22. Who represents CV3 in the Action?**

CV3 is represented by the following lawyer:

Christopher G. Dean  
**MCDONALD HOPKINS LLC**  
600 Superior Avenue  
Suite 2100  
Cleveland, OH 44114

**For Further Information**

**23. What if I want further information or have questions?**

For additional information, please visit **URL**. You may also contact the Claims Administrator by mail, email or phone:

Mail:  
Commerce V3, Inc. Claims Administrator

**{Administrator Mailing Address}**

**{Administrator City/State/Zip}**

Email:

**EMAIL ADDRESS**

Phone:

**XXX-XXX-XXXX**

**PLEASE DO NOT CONTACT THE COURT OR CV3'S COUNSEL FOR  
INFORMATION REGARDING THIS SETTLEMENT.**

# **EXHIBIT 5**

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT  
IN AND FOR LAKE COUNTY, FLORIDA

ROBERT MORRIS, individually,  
and on behalf of all others similarly situated,

Plaintiff,

vs.

Case No.: 2024-CA-41

COMMERCE V3, INC.,

Defendant.

**[PROPOSED] ORDER GRANTING PLAINTIFF'S  
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Plaintiff Robert Morris ("Plaintiff"), individually and on behalf of all others similarly situated ("Settlement Class"), and Defendant, Commerce V3, Inc. ("Defendant", together with Plaintiff, "Parties") have entered into a Class Action Settlement Agreement and Release ("Settlement Agreement") resolving the above-captioned Action,<sup>1</sup> subject to this Court's approval, and having reviewed the Plaintiff's Motion for Preliminary Approval, the record in this case, and the Settlement Agreement, it is hereby

**ADJUDGED** and **ADJUDICATED** as follows:

1. Plaintiff is a customer of Revival Animal Health, Inc. ("Revival"), a merchant that uses Defendant's e-commerce platform to enable its customers to place online orders for pet medication.

2. Plaintiff alleges that on or about October 19, 2023, he received written notice ("Notice of Breach") from Revival that Defendant had been the target of a cybersecurity incident

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<sup>1</sup> The capitalized terms used in this Preliminary Approval Order shall have the same meaning as defined in the Settlement Agreement, except as may otherwise be indicated.

(“Data Incident”), which may have resulted in the compromise of his name, billing address, payment card number, CVV code, and payment card expiration date (“Personal Information”).

3. On January 8, 2024, Plaintiff filed a putative class action (“Complaint”) in the Circuit Court of the Fifth Judicial Circuit in and for Lake County, Florida, alleging that Defendant failed to adequately safeguard his and other customers’ Personal Information. Plaintiff sought monetary, declaratory, and equitable relief in the Action.

4. Defendant denies any wrongdoing and liability in connection with the Data Incident, maintains that it complied with all applicable law, and filed a motion to dismiss. After the filing of the motion to dismiss, the Parties agreed to discuss a potential resolution of the matter.

5. The Parties engaged the services of Bennett G. Picker of Stradley Ronon Stevens & Young, LLP—an experienced mediator with knowledge of relevant laws implicated in a data-privacy class action. After a productive mediation on November 13, 2024, the Parties agreed to the terms of the Settlement, desiring to resolve any claims related to the Data Incident rather than continue litigating the matter.

6. Plaintiff and his counsel (hereinafter, “Class Counsel”) believe strongly in the merits of Plaintiff’s claims and ability to move forward in this Action; however, in consideration of all the circumstances, including the significant risks and costs associated with protracted litigation, they concluded that the proposed Settlement is fair, reasonable, and adequate, and is in the best interests of all members of the Settlement Class.

7. Defendant indicated its intent to contest every claim in the Action and maintains that it has consistently acted in accordance with governing laws, but considering the expenses that would be necessary to defend the litigation and the benefits of final resolution, concluded that its

interests are best served by settling the Action on the terms and conditions in the Settlement Agreement.

8. The Parties and their respective counsel have engaged in arm's-length settlement negotiations and mutually desire to settle the Action fully, finally, and forever on behalf of all Settlement Class Members and for the Released Claims in accordance with the terms and conditions of the Settlement Agreement, which the Parties believe constitute a fair and reasonable compromise of the claims and defenses asserted in the Action and upon Final Approval of the Court.

9. The Court having considered the Settlement, together with all exhibits thereto, the records in this case, and the arguments of counsel and for good cause appearing, hereby **ORDERS** as follows:

**I. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS**

Plaintiff's Motion for Preliminary Approval of Class Action Settlement is **GRANTED**.

10. The terms defined in the Class Settlement Agreement shall have the same meaning in this Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order").

11. Having made the findings set forth below, the Court conditionally certifies the following class for Settlement purposes only under Florida Rule of Civil Procedure 1.220 and Fla. Stat. § 768.734(b)(2):

All customers of Revival Animal Health, Inc. in the United States who were sent a Notice Letter that their Personal Information was potentially compromised in the Data Incident.

The Settlement Class is estimated to contain as many as 82,893 members. Excluded from the Settlement Class are: (1) the Judge presiding over the Action, Class Counsel, and members of their families; (2) Defendant and its subsidiaries, parent companies, successors, predecessors, and any

entity in which Defendant or its parents, have a controlling interest, and its current or former officers and directors; (3) Persons who properly execute and submit an Opt-Out Request prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded Persons.

12. For Settlement purposes only, with respect to the Settlement Class, the Court preliminary finds the prerequisites for a class action pursuant to Rule 1.220 have been met, in that: (a) the Settlement Class is so numerous that joinder of all individual Settlement Class Members in a single proceeding is impracticable; (b) questions of law and fact common to all Settlement Class Members predominate over any potential individual questions; (c) the claims of the Plaintiff are typical of the claims of the Settlement Class; (d) Plaintiff and Class Counsel will fairly and adequately represent the interests of each Settlement Class Member; and (e) a class action is the superior method to fairly and efficiently adjudicate this controversy.

13. The Court further finds that the conduct giving rise to Plaintiff's claim occurred in or emanated from this state. *See* Fla. Stat. § 768.734(b)(2).

14. The Court hereby appoints Plaintiff Robert Morris as Class Representative.

15. The Court hereby appoints Jeff Ostrow of Kopelowitz Ostrow P.A. and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC as Class Counsel.

## **II. PRELIMINARY APPROVAL**

16. The terms of the Settlement, including its proposed release, are preliminarily approved as within the range of fair, reasonable, and adequate terms of settlement, and are sufficient to warrant providing notice of the Settlement to the Settlement Class in accordance with the Settlement Administration and are subject to further and final consideration at the Final Approval Hearing provided for below.



17. In making this determination, the Court considered the fact that the Settlement is the product of arm's-length, good faith negotiations facilitated by a neutral mediator and conducted by experienced and knowledgeable counsel, the current posture of the Action, the benefits of the Settlement to the Settlement Class, and the risk and benefits of continuing litigation to the Parties and the Settlement Class.

18. As provided for in the Settlement, if the Court does not grant Final Approval of the Settlement or if the Settlement is terminated or cancelled in accordance with its terms, then the Settlement, and the conditional certification of the Settlement Class for Settlement purposes only provided for herein, will be vacated and the Action shall proceed as though the Settlement Class had never been conditionally certified for Settlement purposes only, with no admission of liability or merit as to any issue, and no prejudice or impact as to any of the Parties' positions on the issue of class certification or any other issue in the case.

### **III. NOTICE OF THE SETTLEMENT TO THE SETTLEMENT CLASS**

19. The Court appoints RG/2 Claims Administration, LLC as the Settlement Administrator. The responsibilities of the Settlement Administrator are set forth in the Class Settlement Agreement.

20. The Court has considered the notice provisions of the Settlement, the Notice Program set forth in Paragraphs 9(A), 13, 14, and 15 of the Class Settlement Agreement, and the "Email Notice," (attached as Exhibit 2) "Postcard Notice," (attached as Exhibit 3) and "Long Form Notice" (attached as Exhibit 4). The Court finds that providing notification via email or direct mail notification in manner set forth in the Notice Program is the best notice practicable under the circumstances, constitutes due and sufficient notice of the Settlement and this Preliminary Approval Order to all persons entitled thereto, and is in full compliance with applicable law and due process. The Court approves the form and content of the Email Notice, Postcard Notice, and

Long Form Notice in the forms attached as **Exhibits 2, 3, and 4**, respectively, to Settlement Agreement.

21. The Settling Parties are ordered to give notice to all Settlement Class Members. The Court orders the Settlement Administrator to commence the Notice Program following entry of this Preliminary Approval Order in accordance with the terms of the Settlement.

#### **IV. OPTING OUT FROM THE SETTLEMENT CLASS**

22. Each person wishing to exclude themselves from the Settlement Class must individually sign and timely mail a written opt-out request to the address designated by the Settlement Administrator.

23. A request to opt out must be in writing and signed by the Settlement Class member, and the written request must state the name, address, and phone number of the person seeking to opt-out. The written request also must clearly manifest a person's intent to be excluded from the Settlement Class. The request must be mailed to the Settlement Administrator at the address provided in the Notice no later than 30 days before the initial scheduled Final Approval Hearing ("Opt-Out Deadline").

24. A request to opt out that does not include all the foregoing information, or that is sent to an address other than the one designated in the Notice, or that is not mailed by the deadline will be invalid, and the person submitting the request will remain a Settlement Class Member.

25. A Settlement Class Member who submits a valid Claim Form is not eligible for exclusion, and any subsequent request for to opt-out will be invalid.

26. All members of the Settlement Class who submit valid, timely notices of their intent to opt out of the Settlement Class shall not receive any benefits of and/or be bound by the terms of the Settlement.

27. All persons falling within the definition of the Settlement Class who do not request to opt out of the Settlement Class in the manner described in this paragraph shall be bound by the terms of the Settlement and by all proceedings, orders, and judgments in the Action.

## **V. OBJECTIONS**

28. Each Settlement Class Member who does not timely request to be excluded from the Settlement Class may appear in person or through counsel, at his or her own expense, at the Final Approval Hearing to present any relevant evidence or argument.

29. No Settlement Class Member will be heard and no papers submitted by any Settlement Class Member will be considered unless, no later than 30 days before the initial scheduled Final Approval Hearing, the Settlement Class Member files with the Court and mails to Class Counsel and Defendant's counsel written objections that include: (a) the title of the case; (b) the objector's full name, current address, telephone number, and email address; (c) the Settlement Class Member's original signature; (d) all legal and factual bases for any objection; (e) copies of any documents that the objector wants the Court to consider; (e) all counsel representing the Settlement Class Member, if any; (f) the signature of the Settlement Class Member's duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation; and (g) a list, including 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 in the past five years.

30. Should the objector wish to appear at the Final Approval Hearing, he or she must so state, and must identify any documents or witnesses the Settlement Class Member intends to call on his or her behalf, and the attorney(s) representing the objecting Settlement Class Member who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, email address, state bar(s) to which counsel is admitted, as well as associated bar numbers.

31. Any Settlement Class Member who fails to object in this manner will be deemed to have waived and forfeited any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action.

32. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this Section V. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Judgment and Order approving this Settlement Agreement, or the judgment to be entered upon Final Approval shall be pursuant to appeal under the Florida Rules of Appellate Procedure and not through a collateral attack.

## **VI. THE FINAL APPROVAL HEARING**

33. The Court will hold a Final Approval Hearing on \_\_\_\_\_ at \_\_\_\_ [a.m./p.m.], in the Lake County, Florida Courthouse, located at \_\_\_\_\_, to consider: (a) whether certification of the Settlement Class for Settlement purposes only should be confirmed; (b) whether the Settlement should be approved as fair, reasonable, adequate and in the best interests of the Settlement Class; (c) the application by Class Counsel for an Attorneys' Fees and Costs Award; (d) the application for Class Representative's Service Award should be approved; (e) whether the Release of Released Claims as set forth in the Settlement should be provided; (f) whether the Court should enter the [Proposed] Final Order and Judgment Granting Final Approval of Class Action Settlement ("Final Order and Judgment"); and (g) ruling upon such other matters as the Court may deem just and appropriate. The Final Approval Hearing may, from time to time and without further notice to Settlement Class Members, be continued or adjourned by order of the Court.

34. Plaintiff and Class Counsel will file the Motion for Final Approval, which shall include the Application for Attorneys' Fees, Costs, and Service Award no later than 45 days before the Final Approval Hearing.

35. At the time of the submission of the Motion for Preliminary Approval, the Parties shall request that the Court hold a Final Approval Hearing approximately 120 days after the Preliminary Approval Order.

36. At least 45 days prior to the original date set for the Final Approval Hearing, Plaintiff will file the Motion for Final Approval.

37. The related time periods for events preceding the Final Approval Hearing are:

<b><u>Event</u></b>	<b><u>Timing</u></b>
<b>Class List Date (Defendant to send to Settlement Administrator)</b>	_____, 2025 (10 days after Preliminary Approval)
<b>Notice Date</b>	_____, 2025 (30 days after Preliminary Approval)
<b>Motion for Final Approval (including Application for Attorneys' Fees, Costs, and Service Award)</b>	_____, 2025 (45 days before Final Approval Hearing)
<b>Objection Deadline</b>	_____, 2025 (30 days before Final Approval Hearing)
<b>Opt-Out Deadline</b>	_____, 2025 (30 days before Final Approval Hearing)
<b>Claims Period/Claims Deadline</b>	_____, 2025 (120 days after Preliminary Approval)
<b>Final Approval Hearing</b>	_____, 2025, at __:__ a.m./p.m. (At least 120 days after Preliminary Approval)

38. All proceedings in the Action other than those related to approval of the Class Settlement Agreement are stayed pending entry of the Final Order and Judgment.

39. Any actions brought by Settlement Class Members concerning the Released Claims are stayed and/or enjoyed, pending the Court's entry of the Final Order and Judgment.

**IT IS SO ORDERED**, in Chambers, in Lake County, Florida.

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

\_\_\_\_\_  
Michael Takac  
Circuit Judge

# **EXHIBIT 6**

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT  
IN AND FOR LAKE COUNTY, FLORIDA

ROBERT MORRIS, individually,  
and on behalf of all others similarly situated,

Plaintiff,

vs.

Case No.: 2024-CA-41

COMMERCE V3, INC.,

Defendant.

\_\_\_\_\_ /

**[PROPOSED] FINAL APPROVAL ORDER**

This matter came before the Court for a duly noticed hearing on [insert] (“Final Approval Hearing”), upon Plaintiff’s Motion for Final Approval of the Class Action Settlement with Defendant, Commerce V3, Inc. (“Defendant”, together with Plaintiff, “Parties”), which was consented to by Defendant, and on Plaintiff’s and Class Counsel’s Application for Attorneys’ Fees, Costs, and Service Award. Due and adequate notice of the Settlement Agreement dated \_\_\_\_\_ (“Settlement Agreement”) having been given to Settlement Class Members, the Final Approval Hearing having been held and the Court having considered all papers filed and proceedings had herein, and otherwise being fully informed in the premises and good cause appearing therefore:

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

1. This Final Approval Order hereby incorporates by reference the definitions in the Settlement Agreement and all terms used herein, except as otherwise expressly defined herein, shall have the same meanings as set forth in the Settlement Agreement.

2. For purposes only of the settlement of the Released Claims as to the Released Parties set forth in the Settlement Agreement (“Settlement”), the Court hereby finally certifies the



Settlement Class, as defined in the Court's Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order").

3. Based on the record, the Court reconfirms that the applicable provisions of under Florida Rule of Civil Procedure 1.220 and Fla. Stat. § 768.734(b)(2) have been satisfied for purposes only of the Settlement.

4. In so holding, the Court finds that, solely for purposes of settlement, the Settlement Class meets all of the applicable requirements of Florida Rule of Civil Procedure 1.220. The Court hereby finds, in the specific context of this Settlement, that: (i) the Settlement Class is so numerous that joinder of all Settlement Class Members is impracticable, Fla. R. Civ. P. 1.220(a)(1); (ii) common questions of law and fact exist with regard to the Settlement Class, Fla. R. Civ. P. 1.220(a)(2); (iii) Plaintiff's claims in this litigation are typical of those of Settlement Class Members, Fla. R. Civ. P. 1.220(a)(3); and (iv) Plaintiff's interests do not conflict with, and are co-extensive with, those of absent Settlement Class Members, all of whose claims arise from the identical factual predicate, and Plaintiff and Class Counsel have adequately represented the interests of all Settlement Class Members, Fla. R. Civ. P. 1.220(a)(4). The Court also finds that common issues of fact and law predominate over any questions affecting only individual members and that a class action is superior to other available methods for fairly and efficiently adjudicating this controversy. Fla. R. Civ. P. 1.220(b)(3).

5. This Court has personal jurisdiction over Plaintiff, and Defendant (in this Action only and for purposes of this Settlement), and subject matter jurisdiction over the Action to approve the Settlement Agreement and all exhibits attached thereto under Fla. Stat. § 768.734(b)(2), because the conduct giving rise to Plaintiff's claims occurred in or emanated from this state.

6. The Court finds that the Class Notice, website, and Class Notice plan implemented pursuant to the Settlement Agreement and the Court's Preliminary Approval Order: (a) constituted the best practicable notice; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of this Action, of their right to exclude themselves from or object to the proposed Settlement, of their right to appear at the Final Approval Hearing, and of Class Counsel's Application for Attorneys' Fees and Costs and Service Award sought in Plaintiff's Motion for Final Approval; (c) provided a full and fair opportunity to all Settlement Class Members to be heard with respect to the foregoing matters; and (d) met all applicable requirements of Rule 1.220, due process, and any other applicable rules or law.

7. The Court finds that XX Settlement Class Members have validly requested to be excluded from the Settlement Class as it relates to the Settlement. The excluded Settlement Class Members are identified in *Exhibit A* hereto. The excluded Settlement Class Members shall have no rights with respect to the Settlement Agreement, shall receive no payment from the sums provided for in the Settlement Agreement, and shall be deemed to have excluded themselves from the Action as against Defendant.

8. The Court finds that XX timely objections to the proposed Settlement have been submitted. The Court has considered these objections, finds them without merit, and overrules them. Notwithstanding these timely and overruled objections, the Court has independently reviewed and considered all relevant factors and has conducted an independent examination into the propriety of the proposed Settlement.

9. Pursuant to Florida Rule of Civil Procedure 1.220, this Court hereby finally approves the Settlement, as set forth in the Settlement Agreement. This Court finds that the

Settlement meets all requirements of Florida Rule of Civil Procedure 1.220(e) and is, in all respects, fair, reasonable and adequate, and in the best interests of the Settlement Class, including Plaintiff. This Court further finds that the Settlement set forth in the Settlement Agreement is the result of arm's-length negotiations between experienced counsel representing the interests of the Parties, that Class Counsel and Plaintiff adequately represented the Settlement Class for the purpose of entering into and implementing the Settlement Agreement, that the relief provided for the Settlement Class is adequate, and that the Settlement Agreement treats Settlement Class Members equitably relative to each other. Accordingly, the Settlement embodied in the Settlement Agreement is hereby approved in all respects. The Parties are hereby directed to carry out the Settlement Agreement in accordance with all of its terms and provisions, including the termination provisions.

10. If the Effective Date does not occur for any reason, the Action will revert to the status that existed before the Settlement Agreement's execution date, and the Parties shall be restored to their respective positions in the Action as if the Settlement Agreement had never been entered into. No term or draft of the Settlement Agreement, or any part of the Parties' Settlement discussions, negotiations, or documentation, will have any effect or be admissible in evidence for any purpose in the Action.

11. Plaintiff, Defendant, and all Settlement Class Members (except those referenced in paragraph 7 above) are bound by the Settlement Agreement and this Final Approval Order.

12. As of the Effective Date, the claims of each Settlement Class Member (except those referenced in paragraph 7 above) shall be released pursuant to Paragraph 11 of the Settlement Agreement, regardless of whether the Settlement Class Member submit a claim for benefits.

13. As of the Effective Date, the Settlement Agreement and the Final Approval Order shall be binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings against the Released Parties involving Released Claims(s).

14. As of the Effective Date, the Court permanently bars and enjoins Plaintiff and all Settlement Class Members except those referenced in paragraph 7 above from: (a) filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction against Defendant or any of the Released Parties based on the Released Claims; (b) filing, commencing, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any Settlement Class Members (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), against Defendant or any of the Released Parties based on the Released Claims; or (c) organizing Settlement Class Members into a separate group, class, or subclass for purposes of pursuing as a purported class action any lawsuit or administrative, regulatory, arbitration, or other proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) against Defendant or any of the Released Parties based on the Released Claims.

15. In no event shall the Settlement Agreement, any of its provisions, or any negotiations, statements, or proceedings relating to it be offered or received as evidence in this action or in any other proceeding, except in a proceeding to enforce the Settlement Agreement (including its Release).

16. The Court hereby confirms the appointment of \_\_\_\_\_ as Settlement Administrator.

17. Any data or other information provided by Settlement Class Members in connection with the submission of claims shall be held in strict confidence, available only to the Settlement Administrator, Class Counsel, and experts or consultants acting on behalf of the Settlement Class. In no event shall a Settlement Class Member's data or personal information be made publicly available, except as provided herein or upon Court Order for good cause shown.

18. Class Counsel is awarded attorneys' fees in the amount of \$\_\_\_\_\_, plus reimbursement of out-of-pocket costs and expenses in the amount of \$\_\_\_\_\_, such amounts to be paid in accordance with the Agreement's terms.

19. Class Representative is awarded a Service Award of \$2,500.00, such amount to be paid in accordance with the Agreement's terms.

20. The matter is hereby dismissed with prejudice and without costs except that the Court reserves jurisdiction over the consummation and enforcement of the settlement.

21. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and the Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

22. In accordance with Florida Rules of Civil Procedure 1.220(d) and (e), this Final Judgment and Order resolves all claims against all parties in this action and is a final order. There is no just reason to delay entry of final judgment in this matter, and the Clerk is directed to file this Final Judgment and Order in this matter.

**IT IS SO ORDERED**, in Chambers, in Lake County, Florida.

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

\_\_\_\_\_  
Michael Takac  
Circuit Judge

## **EXHIBIT A**

### **Opt-Out List**

1. To be Completed at Time of Final Approval Hearing

# EXHIBIT B

**IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT IN AND FOR  
LAKE COUNTY, FLORIDA**

ROBERT MORRIS, individually, and on  
behalf of all others similarly situated,

Plaintiff,

vs.

Case No.: 2024-CA-41

COMMERCE V3, INC.,

Defendant.

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**DECLARATION OF JEFF OSTROW AND J. GERARD STRANCH, IV IN SUPPORT  
OF PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT AND APPLICATION FOR ATTORNEYS' FEES AND COSTS**

Jeff Ostrow and J. Gerard Stranch, IV hereby declare as follows:

1. We are counsel of record for Plaintiff<sup>1</sup> and Class Counsel for the Settlement Class in the above-captioned matter. We submit this declaration in support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement. Unless otherwise noted, we have personal knowledge of the facts set forth in this declaration and could and would testify competently to them if called upon to do so. Firm resumes of Kopelowitz Ostrow P.A. ("KO") and Stranch, Jennings & Garvey, PLLC ("SJG") (together, "Firm Resumes") are attached hereto as *Exhibits 1-2*.

2. As can be seen from the Firm Resumes, Class Counsel have extensive experience in the litigation, certification, trial, and settlement of consumer class-action litigation, and specifically in data breach litigation. There are few, if any, firms in the nation with the expertise

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<sup>1</sup> All capitalized terms herein have the same meanings as those in the Settlement Agreement, attached as Exhibit A to the Unopposed Motion for Preliminary Approval of Class Action Settlement.



of Class Counsel in these types of cases. Class Counsel has recovered millions of dollars for the classes they represented in dozens of cases. In negotiating this Settlement, Class Counsel had the benefit of years of experience and a familiarity with the facts of the Action as well as with other data breach cases. We are informed and believe Defendant's counsel is also highly experienced in this type of litigation.

3. Counsel for each side have fully evaluated the strengths, weaknesses, and equities of the Parties' respective positions and Class Counsel believe that the proposed Settlement fairly resolves the Action.

4. The Action concerns a data security incident involving Defendant. On or about November 24, 2021, Defendant experienced a cyberattack that may have resulted in the compromise of the names, billing addresses, payment card numbers, CVV codes, and payment card expiration dates of customers of Revival Animal Health, Inc., a merchant that uses Defendant's e-commerce platform to enable its customers to place online orders for pet medication.

5. The Parties conducted arm's-length negotiations over several months, including a full-day mediation. In advance of the mediation, Plaintiff propounded informal discovery requests on Defendant, to which Defendant responded by providing detailed information. After a productive day of mediation, the Parties were ultimately able to reach an agreement on the material terms of the Settlement on November 13, 2024. The Parties then negotiated the final details of the Settlement, which, after extensive negotiation, the Parties and their counsel executed on February 14, 2025.

6. Discovery confirmed there are well over 83,000 members of the Settlement Class, which was the number of customers of Revival Animal Health, Inc. in Florida alone.

7. After negotiating the details of the Settlement Agreement, Plaintiff filed their Motion for Preliminary Approval of Class Action Settlement on March 19, 2025. On May 29, 2025, the Court entered its Order Granting Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement.

8. The Parties' negotiations were principled and based on the Parties' respective assessments of the strengths and weaknesses of their positions, and interpretations of the law relative to those positions.

9. Class Counsel believe the Settlement benefits (which include reimbursement for Ordinary Losses of up to \$500.00 per Settlement Class Member, reimbursement for Extraordinary Losses of up to \$5,000.00 per Settlement Class Member, as well as non-monetary relief) adequately compensate Class Members for the harm they suffered, and in light of the risks of litigation, represents an excellent result for Class Members.

10. While Plaintiff and Class Counsel firmly believe Plaintiff's claims would have resulted in class certification and favorable adjudication on the merits, Plaintiff faced significant risks should they have continued to litigate the Action, which include Defendant: (i) successfully moving for dismissal of Plaintiff's claims; (ii) successfully opposing class certification; (iii) successfully appealing a class certification order; (iv) successfully prevailing on a post-certification summary judgment motion; (v) prevailing at trial; or (vi) successfully appealing a post-certification summary judgment or trial judgment.

11. While Plaintiff dispute Defendant's arguments, it was unclear how the arguments would be resolved. Thus, there was a substantial risk that Settlement Class members could receive nothing at all.

12. The risk of establishing damages in this Action was not insignificant. Indeed, there

was no assurance that a jury or the Court would have found in favor of the Settlement Class and awarded the full amounts claimed as owed.

13. Moreover, even if the class were certified and Plaintiff prevailed on the merits, it would still take years to litigate the Action through trial and the various appeals (e.g., the class certification order and final judgment).

14. The Settlement offers Settlement benefits that favorably compare with similar data breach class actions.

15. The Settlement will provide certain, substantial, and immediate relief to the Settlement Class. It ensures that Settlement Class Members with Valid Claims will receive guaranteed compensation now, provides Settlement Class Members with access to Settlement benefits that may not have been available at trial.

16. Class Counsel vigorously litigated this Action and, on the basis of our investigation into this Action and experience with and knowledge of the law and procedure governing the claims of Plaintiff and the Settlement Class, it is our belief that the Settlement is in the Settlement Class's best interests.

17. Indeed, the Settlement is an excellent result, given the complexity of the Action and the significant barriers that would loom in the absence of settlement.

18. The Settlement Class as a whole endorses and supports the Settlement. Following the successful Notice Program, the Settlement Class had ample opportunity to opt-out or object to the Settlement. As of the date of the filing of the Motion for Final Approval, only one Settlement Class member has requested to opt-out, and none have objected.

19. In sum, the Settlement benefits are fair, reasonable, and adequate in light of Defendant's defenses, and the challenging and unpredictable path of litigation Plaintiff would have

faced absent a settlement.

20. The Class Representative has expended time and effort and taken on significant risks for the benefit of the putative class as a whole, imposing a burden on himself out of proportion to his individual stake in the matter. He has zealously litigated his claims, secured substantial relief, and has no interests antagonistic to the Settlement Class.

21. Class Counsel have rigorously litigated Plaintiff's claims, secured substantial relief, and have no interests antagonistic to the Settlement Class.

22. Continuing through today, Class Counsel has continued to work with Defendant and the Settlement Administrator regarding Claims administration and processing as well as answering questions from Settlement Class members about the Settlement and the process.

23. Resolution of thousands of claims in one action is far superior to individual lawsuits because it promotes consistency and efficiency of adjudication. Given the small value of their individual claims, and their support for the Settlement, it can be inferred that Settlement Class members are not interested in prosecuting their own claims. Class Counsel is unaware of any other litigation against Defendant arising from the Data Incident. It is desirable to litigate the claims in Escambia County Circuit Court given Defendant's location, and manageability is not a concern.

24. Class Counsel believe the Settlement is favorable for the Settlement Class. It is our well-informed opinion that, given the uncertainty and further substantial risk and expense of pursuing the Action through contested dispositive motions, class certification proceedings, trial, and appeal, the proposed Settlement is fair, reasonable, and adequate.

25. The timing of the Claim submission process was structured to ensure Settlement Class members received due process, *i.e.*, that all Settlement Class members had adequate time to review the terms of the Settlement, compile documents supporting their Claim, and decide whether

to submit a Claim, opt-out of, take no action, or object to the Settlement. The Notices provided a detailed summary of the relevant information about the Settlement, including the Settlement Website address and how Settlement Class members could submit a Claim Form online or by mail prior to the Claims Deadline. For all methods of submitting a Claim Form, Settlement Class Members were given the option of receiving a digital payment or a traditional paper check.

26. The Settlement Agreement provides for a reasonable Service Award to the Class Representative in the amount of \$2,500.00, subject to approval by the Court.

27. The Service Award is meant to compensate the Class Representative for his efforts on behalf of the Settlement Class, which includes maintaining contact with Class Counsel, participating in client interviews, providing relevant documents, assisting in the investigation of the Litigation, remaining available for consultation throughout settlement negotiations, reviewing relevant pleadings and the Agreement, and answering Class Counsel's many questions.

28. The Settlement Agreement also provides for an award of attorneys' fees up to \$325,000.00, which includes reimbursement of costs. These terms were negotiated only after the substantive terms of the Settlement had been agreed upon and are subject to approval by the Court. The Parties considered the range of fee awards from other data breach cases that were considered comparable cases in negotiating the fee.

29. To date, Class Counsel have received no objections to the proposed attorneys' fees, costs, or Service Award (the amounts of which were made known to the Settlement Class via the Court-approved Notice Program) in particular.

30. Class Counsel prosecuted the Litigation on a purely contingent basis. As such, Class Counsel have not received any compensation for their extensive efforts or been reimbursed for litigation costs incurred, and have assumed a significant risk of nonpayment or underpayment.

The nature of contingency fees is that they are inherently uncertain and require counsel to assume more risk than in cases where compensation is based on billable hours.

31. This matter has required Class Counsel to spend considerable time on the Litigation that could have been spent on other matters. At various times during the litigation of the Litigation, this lawsuit has consumed significant amounts of Class Counsel's time.

32. Class Counsel's work on this matter includes: investigating the cause and effects of alleged unlawful sharing of Plaintiff's and Settlement Class Members' Personal Information, interviewing potential clients, evaluating the potential class representatives, contributing to the evaluation of the merits of the Litigation before filing the Complaint; conducting legal research; drafting the Complaint, the settlement term sheet, the Agreement, the Notice, the Motion for Preliminary Approval of Class Action Settlement, and the Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees and Costs; communicating with Defendant's Counsel, preparing document and information requests for Defendant as part of informal discovery; engaging in extensive settlement negotiations with Defendant; and providing updates to and handling questions from our Class Representative. Class Counsel were mindful to avoid duplicative efforts among themselves.

33. The total lodestar of all the law firms that worked on the Litigation, through August 12, 2025, is \$157,617.50.

34. Class Counsel's request for \$325,000.00 in attorneys' fees results in a multiplier of approximately 2.06.

35. The requested fee is fair in view of the complicated nature of the Litigation, and the time, effort, and skill required. The financial risks borne by Class Counsel fully support the fee requested.

36. In total, Class Counsel spent 166.6 hours on the Litigation, as further delineated below. The total hours do not include an estimated 18 hours that Class Counsel has spent since August 1, 2025, and will spend in drafting this Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees and Costs, preparing for and attending the Final Approval Hearing, and assisting the Settlement Administrator following Final Approval. These additional hours will result in an even lower multiplier.

37. Class Counsel and the Plaintiff have had a relationship since before filing the complaints in the actions and will continue to work with one another for a few more months, including time after Final Approval. The investigation, prosecution, and settlement of the Litigation has required a substantial amount of Class Counsel's time and effort. Class Counsel spent significant time working with the Plaintiff—investigating the Litigation and keeping them informed of the progress of the Litigation.

38. The time spent on the Litigation could otherwise have been spent on other fee-generating work. Because Class Counsel undertook representation of this matter on a contingency-fee basis, we shouldered the risk of expending substantial costs and time in litigating the action without any monetary gain in the event of an adverse judgment.

39. If not devoted to litigating the Litigation, from which any remuneration is wholly contingent on a successful outcome, the time our firms spent working on the Litigation could and would have been spent pursuing other fee-generating and/or lower risk cases from the time the Litigation was being investigated throughout the litigation.

40. Litigation is inherently unpredictable and therefore risky. Here, that risk was very real, due to the rapidly evolving nature of case law pertaining to data privacy matters, and the state of data privacy law. Therefore, despite Class Counsel's devotion to the Litigation and our

confidence in the claims alleged against Defendant, there have been many factors beyond our control that posed significant risks.

41. The hourly rates for the attorneys and support staff who worked on the Litigation are as follows, and the background and class action experience of the attorneys who performed the work in the Litigation are detailed in the Firm Resumes:

- a. J. Gerard Stranch, IV (Managing Member) - \$1,450.00
- b. Jeff Ostrow (Managing Partner) - \$950.00
- c. Grayson Wells (Member) - \$900.00
- d. Steven Sukert (Partner) - \$815.00
- e. Jennifer Roy (Paralegal) - \$375.00
- f. Todd M. Becker (Paralegal) – \$200.00
- g. Molly Wollman (Law Clerk) – \$150.00

42. These hourly rates are within the range of hourly rates that have been approved by Florida courts and elsewhere in the United States for legal services in class actions of a similar nature, considering the type of matter, level of experience, training, and education. Courts around the country have approved these rates.

43. Additionally, we have incurred the following costs, which were reasonably and necessarily incurred for the prosecution of the Litigation, totaling \$12,771.95.

- a. \$424.35 - Filing Fees
- b. \$347.60 - Service of Process Fees
- c. \$12,000.00 - Mediation Fees

Cost receipts will be submitted to the Court should it likewise so require.

\* \* \* \* \*



I declare under penalty of perjury of the laws of the state of Florida and the United States that the foregoing is true and correct, and that this declaration was executed in Fort Lauderdale, Florida on this 14th day of August, 2025.

/s/ Jeff Ostrow\_\_\_\_\_  
Jeff Ostrow

I declare under penalty of perjury of the laws of the state of Tennessee and the United States that the foregoing is true and correct, and that this declaration was executed in Nashville, Tennessee on this 14th day of August, 2025.

/s/ J. Gerard Stranch, IV\_\_\_\_\_  
J. Gerard Stranch, IV

# EXHIBIT C

**IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT IN AND FOR  
LAKE COUNTY, FLORIDA**

ROBERT MORRIS, individually, and on  
behalf of all others similarly situated,

Plaintiff,

vs.

Case No.: 2024-CA-41

COMMERCE V3, INC.,

Defendant.

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**DECLARATION OF STEPHANIE M. VALERIO**

1. My name is Stephanie M. Valerio, and I am over eighteen years of age. I make this declaration under the penalty of perjury, free and voluntarily, under no coercion, threat, or intimidation, and without promise of benefit or reward, based on my own personal knowledge. If called to testify, I could and would testify consistently with the matters stated herein.

2. I am an Assistant Project Manager for RG/2 Claims Administration LLC (“RG/2 Claims”), whose address is 30 South 17<sup>th</sup> Street, Philadelphia, PA 19103, the independent third-party settlement administrator retained as Claims Administrator to handle various settlement administration activities in the above-referenced matter, including, but not limited to, mailing and electronic mailing of settlement notification packages to Class Members, Claim Form collection and review, claimant correspondence, and distribution.

3. RG/2 Claims is a full-service class action settlement administrator offering notice, claims processing, allocation, distribution, tax reporting, and class action settlement consulting services. RG/2 Claims’ experience includes the provision of notice and administration services for settlements arising from antitrust, data security breach, consumer, civil rights, employment,

negligent disclosure, and securities fraud allegations. Since 2000, RG/2 Claims has administered and distributed in excess of \$2 billion in class action settlement proceeds.

4. I have been actively involved and responsible for handling the administration of the settlement of the above-referenced matter.

5. RG/2 Claims was retained to, among other tasks, a) electronically mail and mail Notices to Settlement Class Members; b) create and maintain the Settlement website; c) maintain a toll-free help line; d) prepare weekly activity reports; e) handle inquiries from and correspondence to Settlement Class Members; f) re-mail Notices; g) skip-trace undeliverable addresses; h) receive and process Claim Forms; i) receive and track Opt-Outs and Objections; j) review reasonable documentation; k) calculate and issue Settlement payments to valid Claimants; and l) conduct such other tasks as the Parties mutually agree or the Court orders RG/2 Claims to perform.

6. On or about May 15, 2025, RG/2 Claims received from Defendants' counsel an electronic file containing the names and known contact information for the individuals identified as Settlement Class Members. The electronic file contained names of 82,893 Settlement Class Members. RG/2 Claims reviewed the electronic file and after deduplicating the data, determined there were 62,852 unique Settlement Class Members.

7. On June 27, 2025, RG/2 Claims caused to be served by electronic mail, the Email Notice to 62,852 Settlement Class Members. A true and correct copy of the Email Notice is attached hereto as "**Exhibit A**". Of the 62,852 Email Notices, 54,854 were delivered successfully. RG/2 Claims caused to be served via mail, the Postcard Notice, to 7,998 Settlement Class Members for whom emails were either invalid, unsuccessful or not provided. A true and correct copy of the Postcard Notice is attached hereto as "**Exhibit B**". The Email Notice and Postcard

Notice clearly and concisely described the Settlement and the legal rights of the Settlement Class members and directed Settlement Class members to visit the Settlement Website for additional information.

8. As of the date of this Declaration, the USPS returned 15 Postcard Notices as undeliverable. RG/2 Claims performed extensive skip-trace procedures and was able to locate updated addresses for 8 Class Members. A total of 7 remain undeliverable. Of the 62,852 Settlement Class Members, it is assumed that as of the date of this Declaration, the Notice successfully reached 99.9% of the Settlement Class Members via mail or electronic mail.

9. Prior to electronically mailing and mailing the Notices, and in order to provide the best notice practicable and locate the most recent addresses for Settlement Class Members, RG/2 Claims processed the Settlement Class List for whom valid addresses were available, through the United States Postal Service's ("USPS") National Change of Address database ("NCOA") and updated the data with corrected information.

10. On or about June 27, 2025, RG/2 Claims made available the Settlement Website at [www.CV3Settlement.com](http://www.CV3Settlement.com). As of the date of this Declaration, the website has 1,666 unique visitors. The website includes the following:

- a. The "Homepage" contains a brief summary of the Settlement and advises the Class of their rights under the Settlement, including relevant dates answers to frequently asked questions, instructions for how Settlement Class members are able to opt out from or object to the Settlement, contact information for the Settlement Administrator, and how to obtain other case-related information. A copy of the Homepage is attached hereto as "**Exhibit C.**"
- b. The "Court Documents" page contains pdf copies of the Settlement Agreement

and Preliminary Approval Order, and once available, will contain the Motion for Final Approval and Application for Attorneys' Fees and Costs.

- c. The "Notice and Claim Form" page contains pdf copies of the Long Form Notice, Email Notice and Claim Form.
- d. The "File a Claim" page includes a link to a secure portal where Settlement Class Members can log in using the login and password from the Notice to submit the claim form electronically.
- e. The "Contact Us" page contains the contact information of the Settlement Administrator and Class Counsel.

11. On June 27, 2025, RG/2 Claims also made available the toll-free number 1 (844) 979-7301, which provided the Settlement Website URL address and gave the opportunity to speak with a live customer support specialist during the Settlement Administrator's normal business hours. As of the date of this Declaration, RG/2 Claims has received 1 call from a Settlement Class Member.

12. RG/2 Claims also made available Post Office Box 59479 in Philadelphia, PA 19102-9479 to receive and process returned Notices, Claim Forms, Opt Outs, and Objections.

13. RG/2 Claims established and monitors a settlement inbox, CV3Settlement@rg2claims.com, where Settlement Class Member can learn more about the settlement, ask questions about the Settlement, request to have a Long Form Notice and Claim Form mailed directly to them and submit a Claim Form. As of August 7, 2025, RG/2 Claims has received 9 emails regarding the Settlement.

14. The Notice informed Settlement Class Members of, among other things, their right to opt-out and not participate in the Settlement, provided the request is postmarked by 30 days

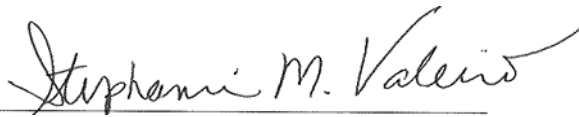
before the Final Approval Hearing, or by September 1, 2025. As of the date of this Declaration, RG/2 Claims has not received any Opt-Out requests.

15. The Notice also informed Class Members of their right to object to the Settlement provided the request is postmarked by 30 days before the Final Approval Hearing, or by September 1, 2025. To date, RG/2 Claims has not received or been advised of any objections to the Settlement.

16. The Notice informed Settlement Class Members of their right to file a claim by selecting either to receive reimbursement for documented Ordinary Losses, documented Extraordinary Losses, Lost Time as a result of the Data Incident or to receive the Alternative Cash Payment of \$40.00. The deadline to submit a Claim Form to receive Settlement Benefits is September 26, 2025. As of the date of this Declaration, RG/2 Claims has received 314 Claim Forms. Of the 314 Claim Forms submitted, 250 selected the Alternative Cash Payment, 44 selected Extraordinary Losses or Ordinary Losses and Lost Time, and 20 made no selection. The Claims received are in the review process and do not reflect approved Claims. As the Claims Period is open for Valid Claims postmarked by September 26, 2025, it is expected that we will continue to receive, review, and decision claims for the next several weeks. A supplemental declaration containing the final Claims numbers, including a description of the amount Settlement Class Members will recover on average can be provided at the conclusion of the review.

I, Stephanie M. Valerio, declare under penalty of perjury that the foregoing is true and correct.

Executed this day of August 11, 2025, at Philadelphia, Pennsylvania.

By: \_\_\_\_\_

Stephanie M. Valerio, Declarant

**EXHIBIT**

**A**



Name  
Claim ID:  
Pin:

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Robert Morris v. CommerceV3, Inc.* - Case No. 2024-CA-41  
Lake County, Florida Circuit Court

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER.

**A court has authorized this notice. This is not a solicitation from a lawyer.**

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**If You Received a Notice Letter from Revival Animal Health, Inc. Concerning a Cyberattack Against CommerceV3, Inc. that May Have Involved Your Personal Information, You Could be Eligible for Benefits from a Class Action Settlement**

**Revival Animal Health is not a party to the lawsuit or accused of any wrongdoing.**

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- You may be eligible to receive benefits from a class action settlement if you submit a timely and valid Claim Form.
- You received this notice because you may be a member of the Settlement Class eligible to receive benefits from a proposed settlement of the class action lawsuit styled *Robert Morris v. CommerceV3, Inc.*, Case No. 2024-CA-41, in Lake County, Florida Circuit Court (“Action”). The Court overseeing the Action authorized this Notice to advise Settlement Class Members about the proposed Settlement that will affect their legal rights. The Defendant in the Action, CommerceV3, Inc. (“CV3”), denies any wrongdoing and denies that it has any liability but have agreed to settle the lawsuit on a class-wide basis.
- To be eligible to make a claim, you must be a customer of Revival Animal Health, Inc. (“Revival”), a merchant that uses CV3’s e-commerce platform to enable its customers to place online orders for pet medication, who was previously notified by Revival that your name, billing address, payment card number, CVV code, and payment card expiration date (“Personal Information”) were potentially compromised in a cyberattack against CV3 (the “Data Incident”).
- Settlement Class Members who submit a valid Claim Form are entitled to receive the following benefits. Settlement Class Members who, on or after November 24, 2021, incurred lost expenses, money, or time as a result of the Data Incident are eligible to receive: (1) up to \$500 for documented, unreimbursed out-of-pocket losses; (2) up to \$5,000 for extraordinary, documented, and proven monetary losses; and/or (3) compensation for lost time of up to 4 hours at \$20/hour. As an alternative to seeking reimbursement for out-of-pocket expenses, monetary losses, and lost time, Settlement Class Members who submit a Valid Claim are eligible to receive a cash payment of \$40.

**Please read this notice carefully. Your legal rights will be affected, and you have a choice to**

**make at this time.**

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

The Settlement Class includes all customers of Revival in the United States who were sent a Notice Letter that their Personal Information was potentially compromised in the Data Incident (the “Settlement Class”).

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

Under the Settlement, Class Members may submit a Claim Form for the following benefits:

**Ordinary Losses** up to \$500, which includes the following:

1. Out-of-pocket expenses incurred as a result of the Data Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; and
2. Fees for credit reports, credit monitoring, or other identity theft insurance product purchased on or after November 24, 2021 through May 29, 2025.

**Extraordinary Losses** up to \$5,000, which includes compensation for proven monetary loss, professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services incurred as a result of the Data Incident.

**Lost Time** spent dealing with the Data Incident compensated at a rate of \$20 per hour for up to four hours, if at least one full hour was spent dealing with the Data Incident. Claims for lost time are included within the \$500 cap on Ordinary Losses. Claimants must attest to the accuracy of any request for compensation for lost time.

Compensation for the above losses (except lost time) will only be paid if:

- The loss is an actual, documented, and unreimbursed monetary loss;
- The loss was more likely than not caused by the Data Incident;
- The loss occurred between November 24, 2021 and September 26, 2025;
- You made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance; and
- Documentation of the claimed losses is not “self-prepared.” Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement.

No payment shall be made for emotional distress, personal/bodily injury, or punitive damages.

### **Alternative Cash Payment**

As an alternative to claiming compensation for ordinary expenses, extraordinary losses, and lost time as described above, Settlement Class Members who submit a timely Valid Claim may elect to receive a one-time payment of \$40 without the need to document losses or attest to time spent as a result of the Data Incident.

- **For more information or to submit a claim visit [www.CV3Settlement.com](http://www.CV3Settlement.com) or call 1-844-979-7301.**

More information about the types of Claims and how to file them is available on the Settlement Website.

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

**Submit a Claim Form.** To qualify for a cash payment, you must timely mail a Claim Form that is attached to this notice or timely complete and submit a Claim Form online at [www.CV3Settlement.com](http://www.CV3Settlement.com) (“Settlement Website”) using the Claim ID and Pin at the top of this Notice. Your Claim Form must be postmarked or submitted online no later than **September 26, 2025**. RG/2 Claims Administration, LLC is the Settlement Administrator.

**Opt Out.** You may exclude yourself from the Settlement and retain your ability to sue CV3 on your own by mailing a written request for exclusion to the Settlement Administrator that is postmarked no later than **September 1, 2025**. If you do not exclude yourself, you will be bound by the Settlement and give up your right to sue regarding the released claims.

**Object.** If you do not exclude yourself, you have the right to object to the Settlement. Written objections must be signed, postmarked no later than **September 1, 2025**, and provide the reasons for the objection. Please visit the Settlement Website for more details.

**Do Nothing.** If you do nothing, you will not receive a Settlement payment and will lose the right to sue regarding the released claims. You will be bound by the Court’s decision because this is a conditionally certified class action.

**Attend the Final Approval Hearing.** The Court will hold a **Final Approval Hearing on October 1, 2025 at 9:30 A.M. via Zoom. The Zoom link for the Final Approval Hearing will be made available by the Court one week prior to the hearing, at which time the Parties will publish the Zoom link on the Settlement Website.** All persons who timely object to the Settlement by **September 1, 2025** may appear at the Final Approval Hearing.

### **Who are the attorneys for the Plaintiff and the proposed Class?**

Class Counsel in this matter are Jeff Ostrow of Kopelowitz Ostrow P.A. and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC.

### **Do I need to pay attorneys’ fees or expenses?**

Definitely not. The attorneys’ fees and expenses will be paid by CV3 as awarded and approved by the Court. The attorneys’ fees will be in an amount not to exceed \$325,000. The motion for attorneys’ fees and expenses will be posted on the Settlement Website after it is filed with the Court.

### **When is the Final Approval Hearing?**

The Final Approval Hearing, at which the Court will determine if the Settlement is fair, reasonable, and adequate, will be conducted on **October 1, 2025 at 9:30 A.m. via Zoom. The Zoom link for**

**the Final Approval Hearing will be made available by the Court one week prior to the hearing, at which time the Parties will publish the Zoom link on the Settlement Website.**

**Where may I locate a copy of the Settlement Agreement, learn more about the case, or learn more about submitting a Claim Form?** [www.CV3Settlement.com](http://www.CV3Settlement.com)

**This Notice is a summary of the proposed Settlement. A longer version of the Notice may be accessed from the Settlement Website.**

**For more information or to submit a claim visit [www.CV3Settlement.com](http://www.CV3Settlement.com) or call 1-844-979-7301**

# **EXHIBIT B**

**A proposed Settlement has been reached in the class-action lawsuit styled *Robert Morris v. CommerceV3, Inc.*, Case No. 2024-CA-41, in Lake County, Florida Circuit Court (“Action”). The Plaintiff in the Action asserted claims against CV3 arising out of the Data Incident.**

**Revival Animal Health is not a party to the lawsuit or accused of any wrongdoing.**

CommerceV3, Inc. Settlement  
c/o RG/2 Claims Administration LLC  
P.O. Box 59479  
Philadelphia, PA 19102-9479

PRESORTED  
FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
MAG



NUMERIC EQUIVALENT

Postal Service: Please do not mark barcode

Claim ID: <<Claim ID>>  
PIN: <<PIN>>  
<<FirstName>><<LastName>>  
<<Address1>>  
<<Address2>>  
<<City>>, <<State>> <<Zip>>  
<<Country>>

**Why am I receiving this Notice?** A class action settlement in the case styled *Robert Morris v. CommerceV3, Inc.*, Lake County, Florida Circuit Court Case No. 2024-CA-41 has been reached. You are receiving this Notice because you were a customer of Revival Animal Health, Inc. (“Revival”), a merchant that uses CommerceV3, Inc.’s (“CV3”) e-commerce platform to enable its customers to place online orders for pet medication, and you previously received a Notice Letter from Revival that your name, billing address, payment card number, CVV code, and payment card expiration date (“Personal Information”) were potentially compromised in cyberattack against CV3 (the “Data Incident”).

**Who’s Included in the Settlement Class?** The Settlement Class includes all customers of Revival in the United States who were sent a Notice Letter stating their Personal Information was potentially compromised in the Data Incident.

**What are the Settlement terms?** Settlement Class Members who, on or after November 24, 2021, incurred lost expenses, money, or time as a result of the Data Incident are eligible to receive: (1) up to \$500 for documented, unreimbursed out-of-pocket losses; (2) up to \$5,000 for extraordinary, documented, and proven monetary losses; and/or (3) compensation for lost time of up to 4 hours at \$20/hour. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages. As an alternative to seeking reimbursement for out-of-pocket expenses, monetary losses, and lost time, Settlement Class Members who submit a valid claim are eligible to receive a cash payment of \$40. Please visit [www.CV3Settlement.com](http://www.CV3Settlement.com) for a full description of Settlement benefits and more information on how to submit a Claim Form. The deadline to submit a Claim Form is **September 26, 2025**. **You may submit a Claim Form online at [www.CV3Settlement.com](http://www.CV3Settlement.com) (“Settlement Website”) using the Claim ID and Pin on the front of your postcard.**

**What are my other options?** If you stay in the Settlement Class, you will be legally bound by the Settlement’s terms and you will release your claims against the Released Parties, regardless of whether you file a claim. If you do not want to be legally bound by the Settlement, you must **Opt Out** of the Settlement by **September 1, 2025**. If you Opt Out, you will not be entitled to any relief, but you will retain the ability to file your own claim against the Released Parties. If you do not Opt Out, you may **Object** to the Settlement by **September 1, 2025**. The Long Form Notice available on the Settlement Website explains how to Opt Out or Object.

**The Court’s Fairness Hearing.** The Court will hold a Final Approval Hearing on **October 1, 2025, at 9:30 a.m. via Zoom**, to consider whether to approve the Settlement and a request for attorneys’ fees and expenses for plaintiff’s counsel. The Zoom link for the Final Approval Hearing will be made available by the Court one week prior to the hearing, at which time the Parties will publish the Zoom link on the Settlement Website. You may appear at the hearing, either yourself or through an attorney hired by you, but you don’t have to. For more information, visit the website.

**Do I have a lawyer in the case?** The Court appointed the following Class Counsel to represent the Settlement Class in this Lawsuit: Jeff Ostrow of Kopelowitz Ostrow P.A., 1 West Las Olas Blvd, 5th Floor, Ft. Lauderdale, FL 33301 and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC, 223 Rosa L Parks Ave, Suite 200, Nashville, TN 37203.



For more information, please visit [www.CV3Settlement.com](http://www.CV3Settlement.com), email [CV3Settlement@rg2claims.com](mailto:CV3Settlement@rg2claims.com), call toll-free 1-844-979-7301, or scan the QR code shown.

# EXHIBIT C



## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER.

**All customers of Revival Animal Health, Inc. ("Revival"), a merchant that uses CommerceV3, Inc.'s ("CV3") e-commerce platform to enable its customers to place online orders for pet medication, who were notified by Revival that their name, billing address, payment card number, CVV code, and payment card expiration date ("Personal Information") were potentially compromised in a cyberattack against CV3 (the "Data Incident")**

A proposed Settlement has been reached in the class-action lawsuit styled *Robert Morris v. CommerceV3, Inc.*, Case No. 2024-CA-41, in Lake County, Florida Circuit Court ("Action"). The Plaintiff in the Action asserted claims against CV3 arising out of the Data Incident.

**Revival Animal Health is not a party to the lawsuit or accused of any wrongdoing.**

If you are a member of the Settlement Class, you have the following options:

### **YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

#### **SUBMIT A CLAIM BY SEPTEMBER 26, 2025**

You must submit a valid claim form to receive reimbursement for unreimbursed expenses and losses.

#### **DO NOTHING**

You will receive no benefits and will no longer be able to sue the Released Parties, CommerceV3, Inc., and its parents, subsidiaries, predecessors, shareholders, members, merchants, vendors, and affiliates, and all of their present and former

officers, directors, employees, agents, consultants, advisors, attorneys, representatives, insurers, and legal representatives over the claims resolved in the settlement.

### **EXCLUDE YOURSELF FROM THE SETTLEMENT BY SEPTEMBER 1, 2025**

You will receive no benefits from the Settlement, but you will retain your legal claims against the Released Parties.

### **OBJECT BY SEPTEMBER 1, 2025**

Write to the Court about why you do not like the Settlement. You must remain in the Settlement Class or Settlement Subclass to object to the Settlement.

**Please review the Notice (pdf/CV3\_Long\_Form\_Notice.pdf) for all details regarding your options above or call 1-844-979-7301.**

### **WHAT IS THIS LAWSUIT ABOUT?**

The Action is a proposed class-action lawsuit against CV3 brought on behalf of all persons whom were sent written notice by Revival that their Personal Information was potentially compromised as a result of the Data Incident.

### **WHY IS THERE A SETTLEMENT?**

The Plaintiff in the Action, through his attorneys ("Class Counsel"), investigated the facts and law relating to the issues in the Action. The Plaintiff and Class Counsel believe that the settlement is fair, reasonable, and adequate and will provide substantial benefits to the Settlement Class. The Court has not decided whether the Plaintiff's claims or CV3's defenses have any merit, and it will not do so if the proposed Settlement is approved. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will receive benefits from the

Settlement. The Settlement does not mean that CV3 did anything wrong, or that the Plaintiff and/or the Settlement Class would, or would not, win the case if it were to go to trial.

## WHO IS IN THE SETTLEMENT CLASS?

The Plaintiff in the Action, through his attorneys ("Class Counsel"), investigated the facts and law relating to the issues in the Action. The Plaintiff and Class Counsel believe that the settlement is fair, reasonable, and adequate and will provide substantial benefits to the Settlement Class. The Court has not decided whether the Plaintiff's claims or CV3's defenses have any merit, and it will not do so if the proposed Settlement is approved. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will receive benefits from the Settlement. The Settlement does not mean that CV3 did anything wrong, or that the Plaintiff and/or the Settlement Class would, or would not, win the case if it were to go to trial.

## WHAT ARE THE SETTLEMENT BENEFITS?

Settlement Class Members who submit a valid Claim Form may be entitled to receive the following benefits:

**Ordinary Losses** up to \$500, which includes the following:

1. Out-of-pocket expenses incurred as a result of the Data Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; and
2. Fees for credit reports, credit monitoring, or other identity theft insurance product purchased on or after November 24, 2021 through May 29, 2025.

**Extraordinary Losses** up to \$5,000, which includes compensation for proven monetary loss, professional fees including attorneys' fees, accountants' fees, and fees for credit repair services incurred as a result of the Data Incident.

**Lost Time** spent dealing with the Data Incident compensated at a rate of \$20 per hour for up to four hours, if at least one full hour was spent dealing with the Data Incident. Claims for lost time are included within the \$500 cap on Ordinary Losses. Claimants must attest to the accuracy of any request for compensation for lost time.

No payment shall be made for emotional distress, personal/bodily injury, or punitive damages.

### **Alternative Cash Payment**

As an alternative to claiming compensation for ordinary expenses, extraordinary losses, and lost time as described above, Settlement Class Members who submit a valid and timely claim may elect to receive a one-time payment of \$40 without the need to document losses or attest to time spent as a result of the Data Incident.

## **HOW DO I SUBMIT A CLAIM?**

**You may complete the Claim Form (pdf/CV3\_Claim\_Form.pdf) on the website under the File a Claim (claims\_filing.html) tab by using the Claim ID and PIN provided on your Notice.** You may also obtain a paper **Claim Form** (pdf/CV3\_Claim\_Form.pdf) by downloading it on this website under the **Notice & Claim Form** (notice.html) tab. You may also request a claim form be mailed to you by calling the claims administrator at **1-844-979-7301**. If you choose to complete a paper Claim Form, you may either submit the completed and signed Claim Form and any supporting materials electronically or mail them to:

**You can also download a Claim Form (pdf/CV3\_Claim\_Form.pdf) on this website under the File A Claim (claims\_filing.html) tab using the Claim ID and PIN provided on your Notice.** You may also obtain a paper **Claim Form** (pdf/CV3\_Claim\_Form.pdf) by downloading it on this website under the **Notice & Claim Form** (claims\_filing.html) tab.

**CommerceV3, Inc. Claims Administrator**  
**c/o RG/2 Claims Administration LLC**  
**P.O. Box 59479**  
**Philadelphia, PA 19102-9479**

**HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?**

You must make a signed written request that (i) clearly states that you wish to exclude yourself from the Settlement Class in the Action, and (ii) include your name, address and phone number. You must send your request by September 1, 2025, to this address:

**CommerceV3, Inc. Claims Administrator**  
**Attn: Exclusions**  
**c/o RG/2 Claims Administration LLC**  
**P.O. Box 59479**  
**Philadelphia, PA 19102-9479**

**HOW DO I OBJECT TO THE SETTLEMENT?**

All Settlement Class Members who do not request exclusion from the Settlement Class have the right to object to the Settlement or any part of it. You can ask the Court to deny approval of the Settlement by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement benefits will be sent out and the lawsuit will continue.

Any objection to the proposed Settlement must be in writing and it and any supporting papers must be filed with the Court and mailed to Class Counsel and CV3's Counsel.

<b>Court</b>	<b>Class Counsel</b>	<b>CV3's Counsel</b>
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Lake County Courthouse 550 W. Main St., 1st Floor Tavares, FL 32778	Jeff Ostrow of Kopelowitz Ostrow P.A. 1 W. Las Olas Blvd, 5th Floor Fort Lauderdale, FL 33301  J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC 223 Rosa L Parks Ave Suite 200 Nashville, TN 37203	Christopher G. Dean <b>MCDONALD HOPKINS LLC</b> <b>Ostrow P.A.</b> 600 Superior Avenue, Ste., 2100 Cleveland, OH 44114
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Objections must be filed or postmarked no later than September 1, 2025.

### **HOW, WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. That hearing is scheduled for **October 1, 2025, at 9:30 A.M. via Zoom**. The Zoom link for the Final Approval Hearing will be made available by the Court one week prior to the hearing, at which time the Parties will publish the Zoom link on the Settlement Website.

At the Final Approval Hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have properly requested to speak at the hearing. The Court may also consider Plaintiff's request for attorneys' fees and costs, and Plaintiff's request for a service award for the Representative Plaintiff. During or after the hearing, the Court will decide whether to approve the Settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check this website to confirm the schedule if you wish to attend.

## **DO I HAVE TO ATTEND THE HEARING?**

No. You do not need to attend the hearing unless you object to the Settlement and wish to appear in person. It is not necessary to appear in person to make an objection; the Court will consider any written objections properly submitted according to the instructions in Question 15. You or your own lawyer are welcome to attend the hearing at your expense, but are not required to do so.

## **WHAT HAPPENS IF THE COURT APPROVES THE SETTLEMENT?**

If the Court approves the Settlement, the Settlement will become effective, and distributions for valid and approved claims will begin 30 days after the Effective Date. In the event there are objections to the Settlement or an appeal, it is possible the Settlement could be disapproved. We do not know how long this process may take.

## **WHO REPRESENTS THE SETTLEMENT CLASS?**

The Court has appointed the following Class Counsel to represent the Settlement Class Members in the Action: Jeff Ostrow of Kopelowitz Ostrow P.A., 1 West Las Olas Blvd, 5th Floor, Ft. Lauderdale, FL 33301 and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC, 223 Rosa L Parks Ave Suite 200, Nashville, TN 37203.

Settlement Class Members will not be charged for the services of Class Counsel; Class Counsel will be paid by CV3, subject to Court approval. However, you may hire your own attorney at your own expense to advise you in this matter or represent you in making an objection or appearing at the final settlement approval hearing.

**If you would like additional information or have questions, please click on the Contact tab to contact the Claims Administrator by mail, email or phone**

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# EXHIBIT D

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT  
IN AND FOR LAKE COUNTY, FLORIDA

ROBERT MORRIS, individually,  
and on behalf of all others similarly situated,

Plaintiff,

vs.

Case No.: 2024-CA-41

COMMERCE V3, INC.,

Defendant.

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**[PROPOSED] FINAL APPROVAL ORDER**

This matter came before the Court for a duly noticed hearing on October 1, 2025, upon Plaintiff's Motion for Final Approval of the Class Action Settlement with Defendant, Commerce V3, Inc. ("Defendant", together with Plaintiff, "Parties"), which was consented to by Defendant, and on Plaintiff's and Class Counsel's Application for Attorneys' Fees, Costs, and Service Award. Due and adequate notice of the Settlement Agreement fully executed on February 18, 2025 ("Settlement Agreement") having been given to Settlement Class Members, the Final Approval Hearing having been held and the Court having considered all papers filed and proceedings had herein, and otherwise being fully informed in the premises and good cause appearing therefore:

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

1. This Final Approval Order hereby incorporates by reference the definitions in the Settlement Agreement and all terms used herein, except as otherwise expressly defined herein, shall have the same meanings as set forth in the Settlement Agreement.

2. For purposes only of the settlement of the Released Claims as to the Released Parties set forth in the Settlement Agreement ("Settlement"), the Court hereby finally certifies the

Settlement Class, as defined in the Court's Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order").

3. Based on the record, the Court reconfirms that the applicable provisions of under Florida Rule of Civil Procedure 1.220 and Fla. Stat. § 768.734(b)(2) have been satisfied for purposes only of the Settlement.

4. In so holding, the Court finds that, solely for purposes of settlement, the Settlement Class meets all of the applicable requirements of Florida Rule of Civil Procedure 1.220. The Court hereby finds, in the specific context of this Settlement, that: (i) the Settlement Class is so numerous that joinder of all Settlement Class Members is impracticable, Fla. R. Civ. P. 1.220(a)(1); (ii) common questions of law and fact exist with regard to the Settlement Class, Fla. R. Civ. P. 1.220(a)(2); (iii) Plaintiff's claims in this litigation are typical of those of Settlement Class Members, Fla. R. Civ. P. 1.220(a)(3); and (iv) Plaintiff's interests do not conflict with, and are co-extensive with, those of absent Settlement Class Members, all of whose claims arise from the identical factual predicate, and Plaintiff and Class Counsel have adequately represented the interests of all Settlement Class Members, Fla. R. Civ. P. 1.220(a)(4). The Court also finds that common issues of fact and law predominate over any questions affecting only individual members and that a class action is superior to other available methods for fairly and efficiently adjudicating this controversy. Fla. R. Civ. P. 1.220(b)(3).

5. This Court has personal jurisdiction over Plaintiff, and Defendant (in this Action only and for purposes of this Settlement), and subject matter jurisdiction over the Action to approve the Settlement Agreement and all exhibits attached thereto under Fla. Stat. § 768.734(b)(2), because the conduct giving rise to Plaintiff's claims occurred in or emanated from this state.

6. The Court finds that the Class Notice, website, and Class Notice plan implemented pursuant to the Settlement Agreement and the Court's Preliminary Approval Order: (a) constituted the best practicable notice; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of this Action, of their right to exclude themselves from or object to the proposed Settlement, of their right to appear at the Final Approval Hearing, and of Class Counsel's Application for Attorneys' Fees and Costs and Service Award sought in Plaintiff's Motion for Final Approval; (c) provided a full and fair opportunity to all Settlement Class Members to be heard with respect to the foregoing matters; and (d) met all applicable requirements of Rule 1.220, due process, and any other applicable rules or law.

7. The Court finds that \_\_\_ Settlement Class Members have validly requested to be excluded from the Settlement Class as it relates to the Settlement. The excluded Settlement Class Members are identified in *Exhibit A* hereto. The excluded Settlement Class Members shall have no rights with respect to the Settlement Agreement, shall receive no payment from the sums provided for in the Settlement Agreement, and shall be deemed to have excluded themselves from the Action as against Defendant.

8. The Court finds that \_\_\_ timely objections to the proposed Settlement have been submitted. The Court has considered these objections, finds them without merit, and overrules them. Notwithstanding these timely and overruled objections, the Court has independently reviewed and considered all relevant factors and has conducted an independent examination into the propriety of the proposed Settlement.

9. Pursuant to Florida Rule of Civil Procedure 1.220, this Court hereby finally approves the Settlement, as set forth in the Settlement Agreement. This Court finds that the

Settlement meets all requirements of Florida Rule of Civil Procedure 1.220(e) and is, in all respects, fair, reasonable and adequate, and in the best interests of the Settlement Class, including Plaintiff. This Court further finds that the Settlement set forth in the Settlement Agreement is the result of arm's-length negotiations between experienced counsel representing the interests of the Parties, that Class Counsel and Plaintiff adequately represented the Settlement Class for the purpose of entering into and implementing the Settlement Agreement, that the relief provided for the Settlement Class is adequate, and that the Settlement Agreement treats Settlement Class Members equitably relative to each other. Accordingly, the Settlement embodied in the Settlement Agreement is hereby approved in all respects. The Parties are hereby directed to carry out the Settlement Agreement in accordance with all of its terms and provisions, including the termination provisions.

10. If the Effective Date does not occur for any reason, the Action will revert to the status that existed before the Settlement Agreement's execution date, and the Parties shall be restored to their respective positions in the Action as if the Settlement Agreement had never been entered into. No term or draft of the Settlement Agreement, or any part of the Parties' Settlement discussions, negotiations, or documentation, will have any effect or be admissible in evidence for any purpose in the Action.

11. Plaintiff, Defendant, and all Settlement Class Members (except those referenced in paragraph 7 above) are bound by the Settlement Agreement and this Final Approval Order.

12. As of the Effective Date, the claims of each Settlement Class Member (except those referenced in paragraph 7 above ) shall be released pursuant to Paragraph 11 of the Settlement Agreement, regardless of whether the Settlement Class Member submit a claim for benefits.

13. As of the Effective Date, the Settlement Agreement and the Final Approval Order shall be binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings against the Released Parties involving Released Claims(s).

14. As of the Effective Date, the Court permanently bars and enjoins Plaintiff and all Settlement Class Members except those referenced in paragraph 7 above from: (a) filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction against Defendant or any of the Released Parties based on the Released Claims; (b) filing, commencing, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any Settlement Class Members (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), against Defendant or any of the Released Parties based on the Released Claims; or (c) organizing Settlement Class Members into a separate group, class, or subclass for purposes of pursuing as a purported class action any lawsuit or administrative, regulatory, arbitration, or other proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) against Defendant or any of the Released Parties based on the Released Claims.

15. In no event shall the Settlement Agreement, any of its provisions, or any negotiations, statements, or proceedings relating to it be offered or received as evidence in this action or in any other proceeding, except in a proceeding to enforce the Settlement Agreement (including its Release).

16. The Court hereby confirms the appointment of RG/2 Claims Administration LLC as Settlement Administrator.

17. Any data or other information provided by Settlement Class Members in connection with the submission of claims shall be held in strict confidence, available only to the Settlement Administrator, Class Counsel, and experts or consultants acting on behalf of the Settlement Class. In no event shall a Settlement Class Member's data or personal information be made publicly available, except as provided herein or upon Court Order for good cause shown.

18. Class Counsel is awarded attorneys' fees in the amount of \$\_\_\_\_\_, which includes reimbursement of out-of-pocket costs and expenses, such amount to be paid in accordance with the Agreement's terms.

19. Class Representative is awarded a Service Award of \$2,500.00, such amount to be paid in accordance with the Agreement's terms.

20. The matter is hereby dismissed with prejudice and without costs except that the Court reserves jurisdiction over the consummation and enforcement of the settlement.

21. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and the Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

22. In accordance with Florida Rules of Civil Procedure 1.220(d) and (e), this Final Judgment and Order resolves all claims against all parties in this action and is a final order. There is no just reason to delay entry of final judgment in this matter, and the Clerk is directed to file this Final Judgment and Order in this matter.

**IT IS SO ORDERED**, in Chambers, in Lake County, Florida.

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

\_\_\_\_\_  
Michael Takac  
Circuit Judge

## **EXHIBIT A**

### **Opt-Out List**

(To Be Completed Before Final Approval Hearing)

1. Cecilia Fandel