

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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**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: \_\_\_\_\_

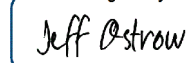
**Approved as to form:**

**KOPELOWITZ OSTROW, P.A.**

Class Counsel for Plaintiff and the Settlement

Class

DocuSigned by:



D8A1A5039BD0430...

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:



64DA70E969B54C7...

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 enjoined, 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