

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

In Re:

Case No.: 8:22-cv-01472-AAS

LINCARE HOLDINGS INC. DATA
BREACH LITIGATION

ORDER ENTERING FINAL JUDGMENT

On December 15, 2023, this Court entered an Order Certifying a Settlement Class, Preliminarily Approving Class Action Settlement, and Directing Notice to Settlement Class, which, *inter alia*: (i) preliminarily approved the Settlement; (ii) determined that, for purposes of Settlement only, the Action should proceed as a class action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, on behalf of a class defined as “All individuals in the United States whose PII was stored by Lincare Holdings Inc. and potentially disclosed, compromised, or accessed as a result of the cyber-breach or data incident experienced by Lincare Holdings Inc. in September 2021,” and excluded: (1) the judges presiding over this Action, and members of their direct families; (2) the Defendant, its subsidiaries, parent companies, management companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, and employees; (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline (the “Settlement Class”); (iii) appointing Plaintiffs Martha Chang, B.B., Ronald Fudge, Victor Juarez, Cherry Merrell, George

Miller, and Lisa Torres as Class Representatives; (iv) appointing John A. Yanchunis, Ryan J. McGee, Stephen R. Bassler, Raina Borrelli, Alexandra M. Honeycutt, and Carl V. Malmstrom as Settlement Class Counsel; (v) approved the forms and manner of notice of the settlement to members of the Settlement Class; (vi) directed that appropriate notice of the Settlement be given to the Settlement Class; and (vii) set a hearing date to consider final approval of the Settlement. (Doc. 113).

A notice of the Settlement was provided to Settlement Class Members in accordance with the Court's preliminary Approval Order, including by individual USPS mail Notice to all Class Members.

A notice of Settlement was mailed to government officials as described in 28 U.S.C. § 1715.

A Final Approval Hearing was held on June 12, 2024. Counsel for the parties appeared in person and presented argument in support of approval of the Settlement for the Court to determine whether the Settlement was fair, reasonable, and adequate to the Settlement Class ("Final Fairness Hearing").

Having heard the presentation of Class Counsel and Defendant's counsel, having reviewed all of the submissions presented with respect to the proposed Settlement, having considered the motion for attorneys' fees and litigation costs, and having reviewed the materials in support thereof, for the reasons stated on the record during the June 12, 2024 hearing and for good cause appearing,

THE COURT HEREBY FINDS AND CONCLUDES that:

1. The Court has jurisdiction over the subject matter of this Action and over all claims raised therein and all parties thereto, including the Settlement Class.

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

3. The Court finds and determines that the Notice Program, preliminarily approved on December 15, 2023, and implemented thereafter, constituted the best notice practicable under the circumstances, constituted due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Notice Program involved direct notice via postal mail providing details of the Settlement, including the benefits available, how to exclude or object to the Settlement, when the Final Fairness Hearing would be held, and how to inquire further about details of the Settlement. The Court further finds that all of the notices are written in plain language and are readily understandable by Class Members.

4. The Court further finds that notice has been provided to the appropriate state and federal officials in accordance with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715, drawing no objections.

5. The Court finds that the Settlement was entered into by the parties for the purpose of settling and compromising disputed claims, and is fair, reasonable, and

adequate, and in the best interests of all those affected by it. The Settlement Agreement was entered in good faith following informed, arm's length negotiations conducted by experienced counsel with the assistance of a well-respected mediator, and is non-collusive.

6. The settlement benefits described in the Notice to Class Members are fair, reasonable, and adequate.

7. The Class Representatives have fairly and adequately represented the interests of the Settlement Class Members in connection with the Settlement.

8. The persons and entities who have filed Requests for Exclusion from the Class are identified in Exhibit A attached hereto ("Excluded Persons").

9. The Class Representatives and the Settlement Class Members, and all and each of them, are hereby bound by the terms of the Settlement set forth in the Settlement Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that:

1. The Settlement set forth in the Settlement Agreement is fair, reasonable, and adequate to the Settlement Class. Accordingly, the Court authorizes and directs implementation of all terms and provisions of the Settlement Agreement.

2. All parties to this Action, and all Settlement Class Members, are bound by the Settlement as set forth in the Settlement Agreement and this Order. Excluded Persons identified in Exhibit A are no longer parties to this Action and are not bound by the Settlement Agreement and the Settlement.

3. Judgment shall be, and hereby is, entered dismissing the Action with prejudice, on the merits, and without taxation of costs in favor of or against any party.

4. Upon the entry of this Order, the Class Representatives and all Class Members, whether or not they have filed a Claim Form within the time provided, shall be permanently enjoined and barred from asserting any claims (except through the Claim Form procedures) against Defendant and the Released Parties arising from the Released Claims, and the Class Representatives and all Class Members conclusively shall be deemed to have fully, finally, and forever released any and all such Released Claims.

5. The Class Representatives and all Settlement Class Members are hereby barred and permanently enjoined from instituting, asserting, or prosecuting any or all of the Released Claims against any of the Released Parties.

6. The settlement benefits as described in the Notice to Settlement Class Members are hereby approved, subject to modification by further order of this Court, which may, at the discretion of the Court, be entered without further notice to the Settlement Class. Any order or proceeding relating to the distribution of benefits or amendments thereto shall not operate to terminate or cancel the Settlement Agreement or affect the finality of this Order.

7. The Court hereby decrees that neither the Settlement nor this Order nor the fact of the Settlement is an admission or concession by Defendants or the Released Parties of any fault, wrongdoing or liability whatsoever, or as an admission of the appropriateness of class certification for trial or dispositive motion practice. This

Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Action. Nothing relating to the Settlement shall be offered or received in evidence as an admission, concession, presumption or inference against Defendant or the Released Parties in any proceeding, other than such proceedings as may be necessary to consummate or enforce the Settlement Agreement or to support a defense based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense.

8. The Court finds that Class Counsel's request for attorneys' fees and costs is fair and reasonable, particularly in light of the results achieved through this litigation as well as the contingent nature of the fee award. Accordingly, Class Counsel are awarded attorneys' fees in the amount of \$2,416,666.67 and litigation costs in the amount of \$41,455.42. These amounts shall be paid out of the Settlement Fund in accordance with the terms of the Settlement.

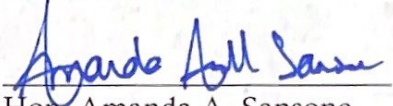
9. The Court hereby retains and reserves jurisdiction over: (a) implementation of this Settlement and any distributions from the Settlement Fund; (b) the Action, until each and every act agreed to be performed by the parties shall have been performed pursuant to the terms and conditions of the Settlement Agreement, including the exhibits appended thereto; and (c) all parties, for the purpose of enforcing and administering the Settlement Agreement and the Settlement.

10. There being no just reason for delay, the Clerk of Court is hereby **DIRECTED** to enter **FINAL JUDGMENT** forthwith pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

11. In the event that the Judgment does not become final in accordance with the Settlement Agreement, then the final judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement, and this Order shall be vacated. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void. In such event, the Action shall return to its status immediately prior to execution of the Settlement Agreement.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Entered this 24th day of June 2024.



Hon. Amanda A. Sansone
United States Magistrate Judge