

If your Personal Information was Involved in the Cyber Incident Involving Center for Digestive Health on or around April 11, 2024, you may be entitled to a cash payment from a settlement.

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

- A settlement has been reached in a class action lawsuit against Gastroenterology Associates of Central Florida, P.A., dba Center for Digestive Health (“Defendant”) arising out of a Cyber Incident (“Incident”) that Defendant identified on or around April 11, 2024. The Personal Information of employees and/or patients of Defendant was potentially accessible in the Incident. Personal Information includes Personally Identifiable Information or PII, including full names, addresses, Social Security numbers, and financial information, and Protected Health Information or PHI, including information related to patients’ care, treatment, diagnosis, appointments, health insurance and billing information, and any other health related records. The lawsuit alleges claims against Defendant for negligence, breach of implied contract, invasion of privacy, unjust enrichment, and breach of fiduciary duty on behalf of a putative national class.
- You are a member of the Settlement Class if you are a living individual residing in the United States whose Personal Information was impacted in the Incident.
- If you are a Settlement Class Member, you may be eligible to receive **one or more** of the following benefits:

Credit Monitoring: In addition to electing a Cash Payment, you may submit a timely and valid Claim Form for two years of Credit Monitoring, including at least \$1,000,000.00 in identity theft protection insurance.

Cash Payment:

Ordinary Losses and Lost Time: You may submit a timely and valid Claim Form and provide supporting documentation showing that you spent money or incurred losses fairly traceable to the Incident for up to \$2,000 per person, including Lost Time up to three (3) hours at \$25 per hour for time remediating issues related to the Incident.

Extraordinary Losses: You may submit a timely and valid Claim Form for extraordinary losses for up to \$7,500 per person if the extraordinary loss is (i) an actual, documented and unreimbursed monetary loss due to fraud or identity theft; (ii) fairly traceable to the Incident; (iii) occurred after the Incident and before the Claim Form Deadline; (iv) not already covered by one or more of the ordinary loss categories, and (v) 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.

This Notice may affect your rights. Please read it carefully.

Summary of Your Legal Rights and Options		Deadline
SUBMIT A CLAIM FORM	The only way to get a payment and/or credit monitoring.	Online or Postmarked by September 29, 2025
EXCLUDE YOURSELF BY OPTING OUT	Get no payment. Keep your right to file your own individual lawsuit against Defendant for the same claims resolved by this Settlement.	Postmarked by September 13, 2025
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	Tell the Court the reasons why you do not believe the Settlement should be approved. You can also ask to speak to the Court at the hearing on October 13, 2025 about the fairness of the Settlement, with or without your own attorney.	Received by September 13, 2025
DO NOTHING	Get no payment or credit monitoring and be bound by the terms of the Settlement.	No Deadline

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement after any appeals are resolved.

BASIC INFORMATION

1. Why did I get this notice?

A state court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant Final Approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Circuit Court of the Seventeenth Judicial District in and for Broward County, Florida is overseeing this class action. The lawsuit is known as *Cobean, et al. v. Gastroenterology Associates of Central Florida, P.A. d/b/a Center for Digestive Health*, Case No. CACE-25-006316 (“lawsuit”). The individuals who filed this lawsuit are called the “Plaintiffs” and/or “Class Representatives” and the company sued, Gastroenterology Associates of Central Florida, P.A. d/b/a Center for Digestive Health, is called the “Defendant.”

2. What is this lawsuit about?

Plaintiffs filed this lawsuit against Defendant, individually, and seeking to act on behalf of employees and patients of Defendant whose PII, including but not limited to full names, addresses, Social Security numbers, and financial information, and PHI, including information related to patients’ care, treatment, diagnosis, appointments, health insurance and billing information, and any other health related records, was potentially impacted in the Incident.

Plaintiffs allege on or around April 11, 2024, as a result of the Incident, there was unauthorized accessibility of their Personal Information. Plaintiffs brought this lawsuit against Defendant.

Defendant denies the legal claims and denies any wrongdoing or liability. No court or other judicial entity has made any judgment or other determination of any wrongdoing by Defendant, or that any law has been violated. Instead, Plaintiffs and Defendant have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit.

3. Why is the lawsuit a class action?

In a class action, one or more people (called class representatives) sue on behalf of all people who they allege have similar legal claims. Together, after certification by a court, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt out) from the class.

The Class Representatives in this lawsuit are Plaintiffs Donald Cobean, Catherine Sanders, Wanda Moyeno, George Hoffmann, Sharon Hoffmann, Lyla Natal, and Kimberly Leszcynski.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a Settlement. That way, they avoid the costs and risks of a trial, and Settlement Class Members can get benefits, including compensation. The Class Representatives and Class Counsel think the Settlement is in the best interest of the Settlement Class.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are a Settlement Class Member if you are a living individual residing in the United States whose Personal Information was potentially impacted in the Incident. You may have been sent notice regarding the Incident in February 2025.

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are: (a) all persons who are directors and officers of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

7. What should I do if I am not sure whether I am included?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at www.gacfdatasettlement.com or call the Settlement Administrator's toll-free number at 1 (888) 330-3950.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement Provide?

If you are a Settlement Class Member and you submit a timely and valid Claim Form, you may be eligible to select one or more of the following settlement benefits:

Credit Monitoring: In addition to electing a Cash Payment, you may submit a timely and valid Claim Form for two years of Credit Monitoring, including at least \$1,000,000.00 in identity theft protection insurance.

Cash Payment Options: You may be eligible for Ordinary Losses including Lost Time **and/or** Extraordinary Losses.

Ordinary Losses: You may submit a timely and valid Claim Form and must provide supporting documentation showing that you spent money or incurred losses fairly traceable to the Incident for up to \$2,000 per person, including up to three (3) hours at \$25 per hour for time remedying issues related to the Incident.

Examples of ordinary losses include out of pocket expenses incurred as a result of the Incident, including (without limitation) bank fees, long distance phone charges, cell phone charges (only charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel and fees for credit reports, credit monitoring, or other identity theft insurance products purchased between February 21, 2024, and the date of the Claim Form Deadline.

Examples of supporting documentation include (but are not limited to): (i) credit card statements; (ii) bank statements; (iii) invoices; (iv) telephone records; and (v) receipts - "self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source.

Lost Time. Settlement Class Members with time spent remedying issues related to the Incident may receive reimbursement of \$25 per hour up to three (3) hours (for a total of \$75). Claims made for Lost Time must be combined with reimbursement for ordinary losses, subject to the \$2,000 aggregate individual cap referenced above, and will only be available if the Settlement Administrator otherwise accepts the Claim for ordinary loss with required third-party documentation.

Extraordinary Loss. You may submit a timely and valid Claim Form for extraordinary losses for up to \$7,500 per person if the extraordinary loss is (i) an actual, documented and unreimbursed monetary loss due to fraud or identity theft; (ii) fairly traceable to the Incident; (iii) occurred after the Incident and before the Claim Form Deadline; (iv) not already covered by one or more of the ordinary loss categories, and (v) 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.

9. What am I giving up if I stay in the Class?

Unless you exclude yourself (opt out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about the legal issues in this lawsuit that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

10. What are the Released Claims?

Section XI of the Settlement Agreement describes the Released Claims and the Release, in necessary legal terminology, so please read these sections carefully. The Settlement Agreement is available at www.gacfdatasettlement.com. For questions regarding the Release or Released Claims and what the language in the Settlement Agreement means, you can also contact Class Counsel listed in Question 14 for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How can I make a claim?

You must submit a timely and valid Claim Form as described in Question 8. Your Claim Form must be submitted online at www.gacfdatasettlement.com by **September 29, 2025** or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked by September 29, 2025**. Claim Forms are also available on the Settlement Website at www.gacfdatasettlement.com or by calling 1 (888) 330-3950 or by writing to:

Cobean v. Gastroenterology Associates of Central Florida, P.A.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
gacfdatasettlement@cptgroup.com

12. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

Cobean v. Gastroenterology Associates of Central Florida, P.A.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
gacfdatasettlement@cptgroup.com

13. When will I receive my Cash Payment and Credit Monitor Services?

If you file a timely and valid Claim Form, the Cash Payments and Credit Monitor Services will be provided by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.gacfdatasettlement.com for updates.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes, the Court has appointed Jeff Ostrow and Kristen Lake Cardoso of Kopelowitz Ostrow P.A. and Mariya Weekes of Milberg Coleman Bryson Phillips Grossman as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. The address to contact Jeff Ostrow and Kristen Lake Cardoso of Kopelowitz Ostrow P.A. is 1 West Las Olas Blvd, Suite 500, Fort Lauderdale, FL 33301. The address to contact Mariya Weekes of Milberg Coleman Bryson Phillips Grossman is 201 Sevilla Avenue, Suite 200, Coral Gables, Florida 33134.

15. Should I get my own lawyer?

If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer's services. For example, you can ask your own lawyer to appear in court for you if you want someone other than Class Counsel to speak for you. You may also appear for yourself without a lawyer.

16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award the attorneys' fees and costs of up to \$300,000. Class Counsel will also ask the Court to approve Service Awards for the Class Representatives of up to \$2,000 each for their efforts in achieving the Settlement. If awarded by the Court, the attorneys' fees and costs, and the Service Awards will be paid from the Settlement Fund. The Court may award less than these amounts.

Class Counsel's application for the attorneys' fees and costs and the Service Awards will be made available on the Settlement Website at www.gacfdatasettlement.com.

OPTING OUT FROM THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to individually sue or continue to sue the Released Parties on your own based about the legal claims in this lawsuit or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement.

17. How do I opt out of the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

- 1) Your name, address, telephone number, and email address (if any);
- 2) Your personal physical signature; and
- 3) A statement that you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the Settlement Class.

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **September 13, 2025**:

Cobean v. Gastroenterology Associates of Central Florida, P.A
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

You cannot opt out (exclude yourself) by telephone or by email.

18. What happens if I opt out?

If you timely opt-out, you will not be entitled to receive a Cash Payment or Credit Monitoring Services, but you will not be bound by the Settlement or any judgment in this lawsuit. You can only get the settlement benefits if you stay in the Settlement and submit a timely and valid Claim Form.

19. If I do not opt out, can I sue Defendant for the same thing later?

No. Unless you timely opt out, you give up any right to individually sue any of the Released Parties for the legal claims this Settlement resolves and Releases relating to the Incident. You must opt out of this lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

20. How do I tell the Court that I object to the Settlement?

If you are a Settlement Class Member, you can tell the Court you object to all or any part of the Settlement.

To object, you must file timely written notice with the Court as provided below no later than **September 13, 2025**, and send by U.S. mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **September 13, 2025** stating you object to the Settlement in *Cobean, et al. v. Gastroenterology Associates of Central Florida, P.A. d/b/a Center for Digestive Health*, Case No. CACE-25-006316.

To file an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

- 1) Your full name, address, telephone number, and email address (if any);
- 2) The specific grounds for the objection, accompanied by any legal support for the objection known to you as the objector or your own lawyer;
- 3) The number of times you have objected to a class action settlement within the 5 years preceding the date that you file the objection, the caption of each case in which you have made an objection, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
- 4) The identity of any lawyers representing you in connection with the objection, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;
- 5) The number of times in which your lawyer or your lawyer's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which your lawyer or the firm has made the objection and a copy of any orders related to or ruling upon your lawyer's or the lawyer's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which your lawyer's counsel and/or lawyer's law firm have objected to a class action settlement within the preceding 5 years;

- 6) A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
- 7) A statement confirming whether you and/or your lawyer(s) intend to personally appear and/or testify at the Final Approval Hearing; and
- 8) Your signature as the objector (an attorney's signature is not sufficient).

To be timely, written notice of an objection including all of the information above must be filed with the Court in person at the Courthouse or by mail to Class Counsel, Defendant's Counsel and the Settlement Administrator by **September 13, 2025**, at the following addresses:

COURT	CLASS COUNSEL	DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
Clerk Circuit Court of Broward County Central Courthouse Judicial Complex, West Building 201 S.E. 6th Street Fort Lauderdale, FL 33301 4th Floor, Room: 04130	Jeff Ostrow Kristen Lake Cardoso Kopelowitz Ostrow P.A. 1 West Las Olas Blvd, Suite 500 Fort Lauderdale, FL 33301 Mariya Weekes Milberg Coleman Bryson Phillips Grossman 201 Sevilla Avenue, Suite 200 Coral Gables, FL 33134	David Ross Wilson Elser LLP 1500 K Street, NW, Suite 330 Washington, DC 20005	<i>Cobean v. Gastroenterology Associates of Central Florida, P.A</i> c/o CPT Group, Inc. 50 Corporate Park Irvine, CA 92606

If you fail to comply with the requirements for objecting as detailed above, you waive and forfeit any and all rights you may have to appear separately and/or to object to the Settlement and you will be bound by all the terms of the Settlement and by all proceedings, orders, and judgments in the lawsuit.

21. What is the difference between objecting and opting out?

Objecting is simply telling the Court you do not like something about the Settlement or the requested attorneys' fees and costs. You can object only if you stay in the Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt out, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

The Court will hold a "Final Approval Hearing" to decide whether to approve the Settlement. You may attend and you may ask to speak if you file an objection by the deadline, but you do not have to.

22. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on **October 13, 2025** at **1:30 PM** before the Honorable Daniel A. Casey at the Broward County Courthouse, Courtroom WW15155, 201 S.E. 6th Street Fort Lauderdale, FL 33130. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's application for the attorneys' fees and costs, and the Service Awards to the Class Representatives.

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you would like to speak at the hearing, the Court will also listen to you or your lawyer speak at the hearing, if you so request.

Note: The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website www.gacfdatasettlement.com to confirm the date and time of the Final Approval Hearing has not changed.

23. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file a written objection by the deadline, the Court will consider it.

24. May I speak at the Final Approval Hearing?

Yes, as long as you do not exclude yourself (opt out) and you file a timely written objection requesting to speak at the hearing, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 20 above—and specifically include a statement whether you and your counsel will appear at the Final Approval Hearing.

IF I DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any settlement benefits, and you will give up rights explained in the “Opting Out from the Settlement” section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Released Parties about the legal issues in this lawsuit that are released by the Settlement relating to the Incident.

GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.gacfdatasettlement.com. You may get additional information at www.gacfdatasettlement.com, by calling 1 (888) 330-3950, or by writing to:

Cobean v. Gastroenterology Associates of Central Florida, P.A
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
gacfdatasettlement@cptgroup.com

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT’S
CLERK OFFICE REGARDING THIS NOTICE.**