

# **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

17th Judicial Circuit in and for Broward County, Florida

*Deanna Newberry, et al. v OneBlood, Inc*  
Case No. CACE25010397

**A Court has authorized this Long Form Notice (“Notice”). This is not a solicitation from a lawyer.**

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**If You Are An Individual Whose Private Information Was Compromised By The Data Incident And To Whom Defendant Provided Written Notification of The Data Incident, You Are Eligible to Receive a Settlement Class Member Benefit from a Class Action Settlement**

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- A Court authorized this Notice to those that are eligible to receive Settlement Class Member Benefits from a proposed class action Settlement. The Action is titled *Deanna Newberry, et al. v OneBlood, Inc*, Case No. CACE25010397 and is pending in the 17th Judicial Circuit in and for Broward County, Florida. The person that filed the class action lawsuit is called Plaintiffs or Class Representatives and the company they sued is OneBlood, Inc. (“Defendant”). Defendant denies any wrongdoing whatsoever.

- **Who is a Settlement Class Member?**

All individuals whose Private Information was compromised by the Data Incident and to whom Defendant provided written notification of the Data Incident.

Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff and (d) any Settlement Class Member who timely and validly requests to opt-out from the Settlement.

- Settlement Class Members under the Settlement Agreement will be eligible to receive one of the following Cash Payments:
  - ❖ **Cash Payment A - Documented Losses:** Settlement Class Members may submit a Claim for a Cash Payment for **up to \$2,500** per Settlement Class Member upon submission of reasonable documented losses related to the Data Incident;

**OR**

- ❖ **Cash Payment B - Alternate Cash:** Settlement Class Members may elect a **\$60** Cash Payment.

**The maximum total amount to be paid by Defendant under the Settlement is \$1,000,000. In the event the total of all Cash Payments, Settlement Administration Costs, Service Awards approved by the Court, and Attorney’s Fees and Costs approved by the Court is more than \$1,000,000, then Cash Payments will be reduced *pro rata*, or an equal percentage basis, between all Settlement Class Members. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Cash Payment.**

- To obtain more information visit [www.OneBloodDataSettlement.com](http://www.OneBloodDataSettlement.com) or call **(833) 621-5964**.

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

|                                                                          | <b>Summary of Legal Rights</b>                                                                                                                                                                                                                                                                                                                                            | <b>Deadline(s)</b>                                                            |
|--------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| <b>Submit a Claim Form</b>                                               | The only way to receive a Cash Payment from the Settlement.                                                                                                                                                                                                                                                                                                               | Submitted online or by mail postmarked on or before <b>December 4, 2025</b> . |
| <b>Exclude Yourself by Opting-Out of the Settlement Class</b>            | Receive no Cash Payment from the Settlement. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant relating to the Data Incident.                                                                                                                                                                                       | Mailed and postmarked on or before <b>November 9, 2025</b> .                  |
| <b>Object to the Settlement and/or Attend the Final Approval Hearing</b> | You can write the Court about why you agree or disagree with the Settlement or the Application for Attorneys' Fees, Costs, and Service Awards. The Court cannot order a different settlement. You can also ask to speak at the Final Approval Hearing on December 9, 2025, <b>at 8:30am ET</b> , about the fairness of the Settlement, with or without your own attorney. | Mailed and postmarked on or before <b>November 9, 2025</b> .                  |
| <b>Do Nothing</b>                                                        | You will not receive a Cash Payment from this class action Settlement but will remain a Settlement Class Member and be bound by the Releases.                                                                                                                                                                                                                             | N/A                                                                           |

- Your rights and options as a Settlement Class Member – **and the deadlines to exercise your rights** – are explained in this Notice.
- The Court still will have to decide whether to approve the Settlement. Settlement Class Member Benefits will be made available only if the Court approves the Settlement and after any possible appeals are resolved.

## What This Notice Contains

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## BASIC INFORMATION

### 1. Why is there a Notice?

The Court authorized this Notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give Final Approval to the Settlement. This Notice explains the nature of the Action that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

Judge Keathen B. Frink of the 17th Judicial Circuit in and for Broward County, Florida is overseeing this case captioned as *Deanna Newberry, et al. v OneBlood, Inc.*, Case No. CACE25010397. The people who brought the lawsuit are called the Class Representatives. The company being sued, OneBlood, Inc., is called the Defendant.

### 2. What is the Action about?

The Action alleges that Defendant experienced a cybersecurity incident that took place between July 14 and July 29, 2024, wherein a third party unlawfully accessed Defendant's computer network and gained access or potential access to Private Information of certain past or present employees or donors of Defendant.

Defendant denies any wrongdoing whatsoever. No court or other judicial body has made any judgment or other determination that Defendant has done anything wrong.

### 3. Why is this a class action?

In a class action, one or more people called "Class Representatives" or "Plaintiffs" sue on behalf of all people who have similar claims. Together, all of these people are called a "Settlement Class," and the individuals are called "Settlement Class Members." One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

### 4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to Settlement Class Members. The Class Representative appointed to represent the Settlement Class, and the attorneys for the Settlement Class, Class Counsel, think the Settlement is best for all Settlement Class Members.

## WHO IS IN THE SETTLEMENT?

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

You are affected by the Settlement and potentially a Settlement Class Member if you are an individual whose Private Information was compromised by the Data Incident and to whom Defendant provided written notification of the Data Incident.

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

## 6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call **(833) 621-5964** with questions. You may also write with questions to:

Newberry v. OneBlood, Inc.  
c/o Kroll Settlement Administration LLC  
P.O. Box 225391  
New York, NY 10150-5391

## THE SETTLEMENT CLASS MEMBER BENEFITS—WHAT YOU GET IF YOU QUALIFY

### 7. What does the Settlement provide?

The Settlement provides the following benefits available to Settlement Class Members who submit Valid Claims: (a) Cash Payment A – Documented Losses up to \$2,500; or (b) Cash Payment B – Alternate Cash in the amount of \$60.00. The maximum total amount to be paid by Defendant under the Settlement is \$1,000,000. This means that Cash Payments are subject to pro rata decrease in the event that the total of all Cash Payments, Settlement Administration Costs, Service Awards approved by the Court, and Attorney's Fees and Costs approved by the Court exceed \$1,000,000.

### 8. What Settlement Class Member Benefits are available under the Settlement?

Settlement Class Members that submit a valid and timely Claim Form may select one of the following Settlement Class Member Benefits:

- a) ***Cash Payment A - Documented Losses:*** Settlement Class Members may submit a Claim for a Cash Payment for up to \$2,500 per Settlement Class Member upon submission of reasonable documented losses related to the Data Incident;
- To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A – Documented Losses on the Claim Form attesting under penalty of perjury to having incurred documented losses.
  - Settlement Class Members will be required to submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a Claim for expenses paid.
  - *Reimbursable losses shall be defined as:* bank fees, overdraft charges, late fees, or declined payment fees resulting from fraud; charges for credit monitoring or identity theft protection purchased in response to the data breach; costs incurred to place or remove a credit freeze; professional fees paid to address identity fraud (e.g., accountants, attorneys, fraud specialists); replacement costs for government-issued identification or documents; long-distance phone charges, postage, notary, or similar incidental costs; fraudulent, unreimbursed charges or financial loss directly traceable to misuse of personal information obtained in the Data Incident.
  - Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise.

- If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be as if he or she elected Cash Payment B.

**OR**

- b) **Cash Payment B - Alternate Cash:** In lieu of any payment under Cash Payment A – Documented Losses, Settlement Class Members may elect a \$60 cash payment.

**The maximum total amount to be paid by Defendant under the Settlement is \$1,000,000. In the event the total of all Cash Payments, Settlement Administration Costs, Service Awards approved by the Court, and Attorney's Fees and Costs approved by the Court is more than \$1,000,000, all Cash Payments will be reduced *pro rata*, or on an equal percentage basis, between all Settlement Class Members. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Cash Payment.**

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

#### **9. How do I get a Settlement Class Member Benefit?**

To receive a Cash Payment, you must complete and submit a Claim Form online at [www.OneBloodDataSettlement.com](http://www.OneBloodDataSettlement.com) or by mail to Newberry v. OneBlood, Inc. c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY 10150-5391. Read the Claim Form instructions carefully, fill out the Claim Form, provide the required documentation, and submit online by **December 4, 2025**, or by mail postmarked by **December 4, 2025**.

**TO RECEIVE AN ELECTRONIC OR ACH PAYMENT FOR YOUR VALID CLAIM, YOU MUST FILE A CLAIM FORM ONLINE AT [www.OneBloodDataSettlement.com](http://www.OneBloodDataSettlement.com)**

#### **10. When will I get my Settlement Class Member Benefit?**

The Court will hold a Final Approval Hearing on **December 9, 2025, at 8:30 a.m. ET** to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving them can take time. It also takes time for all of the Claim Forms to be processed. Please be patient. Cash Payment will be sent after the Settlement has obtained Court approval and the time for all appeals has expired.

#### **11. What am I giving up as part of the Settlement?**

Defendant and its affiliated entities and persons will receive a Release from all claims that could have been or that were brought against them relating to the Data Incident and the related notice by Defendant. Thus, if the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue Defendant, and each entity which is controlled by, controlling or under common control with Defendant and their respective past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, insurers, reinsurers, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, predecessors, successors, managers, administrators, executors, and trustees, and any other person acting on Defendant's behalf, in its capacity as such and assigns of each of them as well as covered entities associated with the Data Incident. These Releases are described in Section XI of the Settlement Agreement, which is available at [www.OneBloodDataSettlement.com](http://www.OneBloodDataSettlement.com). If you have any questions, you can talk to Class Counsel listed in **Question 17** for free or you can talk to your own lawyer.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of the Settlement, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as “opting-out” of the Settlement Class.

### 12. If I exclude myself, can I get a Settlement Class Member Benefit from this Settlement?

No. If you exclude yourself, you will not be entitled to receive any benefits from the Settlement.

### 13. If I do not exclude myself, can I sue the Released Parties for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant and any other Released Parties for any claim that could have been or was brought relating to the Data Incident. You must exclude yourself from the Settlement to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

### 14. How do I exclude myself from the Settlement?

To exclude yourself, send a request to opt-out or written notice of intent to opt-out that says you want to be excluded from the Settlement. The request to opt-out must be personally signed by the Settlement Class Member and contain the requestor’s name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of the Settlement Agreement even if he or she does not submit a Claim Form. You must mail your request to opt-out to the Settlement Administrator **postmarked by November 9, 2025**, to:

Newberry v. OneBlood, Inc.  
c/o Kroll Settlement Administration LLC  
P.O. Box 225391  
New York, NY 10150-5391

## OBJECTING TO THE SETTLEMENT

### 15. How do I tell the Court that I do not like the Settlement?

You can tell the Court that you do not agree with the Settlement, and/or Application for Attorneys’ Fees, Costs, and Service Awards or some part of it by objecting to the Settlement. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant’s Counsel, and the Settlement Administrator at the addresses listed below, postmarked by **no later than November 9, 2025**.

| Defendant’s Counsel                                                                                                                      | Class Counsel                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| David A. Cole<br><b>Freeman Mathis &amp; Gary LLP</b><br>1000 Galleria Parkway, Suite 1600<br>Atlanta, GA 30339<br>david.cole@fmglaw.com | Jeff Ostrow<br><b>Kopelowitz Ostrow P.A.</b><br>1 West Las Olas Blvd., Ste. 500<br>Fort Lauderdale, FL 33301<br>ostrow@kolawyers.com<br><br>Mariya Weekes<br><b>Milberg Coleman Bryson</b><br><b>Phillips Grossman PLLC</b><br>201 Sevilla Avenue, Ste. 200<br>Coral Gables, FL 33134<br>mweekes@milberg.com |

| <b>Clerk of the Court</b>                                                                                                 | <b>Settlement Administrator</b>                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| Broward County Clerk of Courts<br>Broward County Courthouse<br>201 SE 6 <sup>th</sup> Street<br>Fort Lauderdale, FL 33301 | Newberry v. OneBlood, Inc.<br>c/o Kroll Settlement Administration LLC<br>P.O. Box 225391<br>New York, NY 10150-5391 |

For an objection to be considered by the Court, the objection must include all of the following:

- i) the objector's full name, mailing address, telephone number, and email address (if any);
- ii) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- iii) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- iv) the identity of all counsel who represent the objector, 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 Award;
- v) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
- vi) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- vii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- viii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- ix) the objector's signature (an attorney's signature is not sufficient).

#### **16. What is the difference between objecting and asking to be excluded?**

Objecting is telling the Court that you do not like the Settlement or parts of it and why you do not think it should be approved. You can object only if you are a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any benefit from the Settlement.

#### **THE LAWYERS REPRESENTING YOU**

#### **17. Do I have a lawyer in this case?**

Yes. The Court appointed Jeff Ostrow of Kopelowitz Ostrow P.A and Mariya Weekes of Milberg Coleman Bryson Phillips Grossman PLLC, as Class Counsel to represent the Settlement Class in Settlement negotiations. If you want to be represented by your own lawyer, you may hire one at your own expense.

## 18. How will the Class Counsel be paid?

Class Counsel will apply to the Court for an award of Attorneys' Fees and Costs of \$450,000, to be paid by or on behalf of the Defendant. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Class Counsel, on behalf of the Class Representatives, may seek Service Awards of up to \$1,500 per named Plaintiff, subject to Court approval. The Service Awards shall be payable separate from the Settlement Class Member Benefits.

Any Attorney's Fees and Costs and Service Award payments must be approved by the Court. The Court may award less than the amounts requested.

## THE COURT'S FINAL APPROVAL HEARING

### 19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on December 9, 2025, **at 8:30am ET**, at the Broward County Courthouse 201 S.E 6<sup>th</sup> Street Fort Lauderdale FL, 33301, Room 14165 as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on Class Counsel's requests for Attorneys' Fees and Costs and for Service Awards. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Class Counsel recommends checking the Settlement Website **www.OneBloodDataSettlement.com**, or calling **(833) 621-5964**.

### 20. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Class to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in **Question 15**, the Court will consider it.

### 21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file an objection according to the instructions in **Question 15**, including all the information required. Your objection must be **mailed** to the Clerk of the Court, Class Counsel, Defendant's Counsel and the Settlement Administrator, at the mailing addresses listed above, **postmarked by no later than November 9, 2025**.

## IF YOU DO NOTHING

### 22. What happens if I do nothing?

If you do nothing, you will not receive a Cash Payment from this Settlement. If the Settlement is granted Final Approval and becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or the other Released Parties based on any claim that could have been or that was brought relating to the Data Incident.

## ADDITIONAL INFORMATION

### **23. How do I get more information?**

This Notice summarizes the Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at **www.OneBloodDataSettlement.com**. You may also call the Settlement Administrator with questions or to receive a Claim Form at **(833) 621-5964**.

### **24. What if my contact information changes or I no longer live at my address?**

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below, calling toll-free **(833) 621-5964** or at the Contact page of the Settlement Website:

Newberry v. OneBlood, Inc.  
c/o Kroll Settlement Administration LLC  
P.O. Box 225391  
New York, NY 10150-5391

**PLEASE DO NOT CONTACT THE COURT, CLERK OF THE COURT OR CLASS  
COUNSEL FOR INFORMATION ABOUT THE CLASS ACTION SETTLEMENT**