

# **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

**Circuit Court of the 17<sup>th</sup> Judicial Circuit in and for Broward County, Florida**

***Emily Casey, et al. v. Monte Nido Holdings, LLC***  
**Case No. CACE-25-004608**

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

---

**If You Are an Individual Whose Private Information was Involved in the Data Incident Reported by Monte Nido in August 2024, You Are Eligible to Receive a Settlement Class Member Benefit from a Class Action Settlement.**

---

- 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 *Emily Casey, et al. v. Monte Nido Holdings, LLC*, Case No. CACE-25-004608 and is pending in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida. The persons who filed the class action lawsuit are called Plaintiffs or Class Representatives and the company they sued is Monte Nido Holdings, LLC (“Monte Nido” or “Defendant”). Monte Nido denies any wrongdoing whatsoever.

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

All individuals whose Private Information may have been impacted as a result of the Data Incident reported by Monte Nido in August 2024 and who were notified by Monte Nido.

You may also be part of the California Settlement Subclass:

All individuals residing in California whose Private Information may have been impacted as a result of the Data Incident reported by Monte Nido in August 2024 and who were notified by Monte Nido.

Excluded from the Settlement Class are all persons who are: (a) governmental entities; (b) the Judge(s) assigned to the Action and their immediate family, and Court staff and (c) 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:

- ❖ **Cash Payment A – Ordinary Losses:** Settlement Class Members may submit a claim for documented ordinary losses (out-of-pocket loss plus lost time), capped at **\$250** per person. The “lost time” component of this payment is capped at four (4) hours at **\$20** per hour, provided at least one (1) full hour was spent responding to the Data Incident; **AND**
- ❖ **Cash Payment B – Extraordinary Losses:** Settlement Class Members may submit a claim for extraordinary losses for proven monetary loss as a result of identity theft, capped at **\$2,500** per Settlement Class Member with **supporting documentation**; **OR**
- ❖ **Cash Payment C – Flat Cash Payment:** Instead of Cash Payment A and/or Cash Payment B, Settlement Class Members may elect to receive a flat Cash Payment in the estimated amount of **\$50**.

Cash Payments shall be subject to a *pro rata* reduction depending on the number of Valid Claims.

Questions? Go to [www.MNFLSettlement.com](http://www.MNFLSettlement.com) or call (833) 621-8547

**In addition, the settlement provides the following:**

- ❖ **Cash Payment D – California Statutory Payment:** In addition to Cash Payment A and/or Cash Payment B, or Cash Payment C, all California Settlement Subclass members may also elect to receive a flat Cash Payment in the estimated amount of **\$100** (subject to a *pro rata* reduction); **AND**
- ❖ **Credit Monitoring** – In addition to electing to receive Cash Payment A, B, and/or D, Settlement Class Members may also make a claim for one (1) year of three credit bureau financial account with \$1,000,000 in identity theft protection insurance.

- To submit a claim or obtain more information, visit [www.MNFLSettlement.com](http://www.MNFLSettlement.com) or call **(833) 621-8547**.

**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 Settlement Class Member Benefit from the settlement.	Submitted or postmarked on or before <b>November 6, 2025</b> .
<b>Exclude Yourself by Opting Out of the Class</b>	Receive no benefit 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>October 22, 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 <b>November 21, 2025</b> , at <b>9:15 AM ET</b> about the fairness of the settlement, with or without your own attorney.	Mailed and postmarked on or before <b>October 22, 2025</b> .
<b>Do Nothing</b>	You will not receive any Settlement Class Member Benefit 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

<b>Basic Information.....</b>	<b>4</b>
<b>Who is in the Settlement .....</b>	<b>5</b>
<b>The Settlement Class Member Benefits—What You Get if You Qualify .....</b>	<b>5</b>
<b>How Do You Submit a Claim .....</b>	<b>6</b>
<b>Excluding Yourself from the Settlement.....</b>	<b>7</b>
<b>Objecting to the Settlement.....</b>	<b>8</b>
<b>The Lawyers Representing You.....</b>	<b>9</b>
<b>The Court’s Final Approval Hearing .....</b>	<b>10</b>
<b>If You Do Nothing .....</b>	<b>10</b>
<b>Additional Information.....</b>	<b>11</b>

## 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.

The Circuit Court of the 17<sup>th</sup> Judicial Circuit in and for Broward County, Florida is overseeing this case captioned as *Emily Casey, et al. v. Monte Nido Holdings, LLC*, Case No. CACE-25-004608. The people who brought the lawsuit are called the Class Representatives. The company being sued, Monte Nido Holdings, LLC, is called the Defendant.

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

Monte Nido is a Florida-based healthcare provider that treats patients with eating disorders. In the course of its business, Defendant collects, maintains, and stores Private Information pertaining to its patients.

On September 22, 2023, Defendant detected unusual activity on its network. Upon investigation, it was determined that from September 16, 2023, to September 22, 2023, an unauthorized actor infiltrated Defendant's computer systems and potentially gained access to Private Information belonging to approximately 41,600 individuals.

On or about August 9, 2024, Defendant began sending those individuals, including Plaintiffs, notice of the Data Incident and advising that their Private Information may have been impacted.

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 Plaintiffs 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 Representatives 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 impacted as a result of the Data Incident reported by Monte Nido in August 2024 and who was notified by Monte Nido.

You may also be part of the California Settlement Subclass if you are an individual residing in California whose Private Information was impacted as a result of the Data Incident reported by Monte Nido in August 2024 and who was notified by Monte Nido.

Excluded from the Settlement Class are all persons who are: (a) governmental entities; (b) the Judge(s) assigned to the Action and their immediate family, and Court staff; and (c) 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) 621-8547** with questions. You may also write with questions to:

MN FL Settlement  
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 Settlement Class Member Benefits available to Settlement Class Members who submit Valid Claims: (a) Cash Payment A – Ordinary Losses; and/or (b) Cash Payment B – Extraordinary Losses, or alternatively (c) Cash Payment C – Flat Cash Payment. In addition to the above, all California Settlement Subclass members may also submit a claim for (d) Cash Payment D – California Statutory Payment. As a further Settlement Class Member Benefit, Settlement Class Members who submit Valid Claims for Cash Payment A, B, and/or D may also elect to receive (e) Credit Monitoring.

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

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

- a) ***Cash Payment A - Ordinary Losses:*** Settlement Class Members may submit a claim for documented ordinary losses (out-of-pocket loss plus lost time), capped at **\$250** per person. The “lost time” component of this payment is capped at four (4) hours at **\$20** per hour, provided at least one (1) full hour was spent responding to 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.

**AND**

- b) ***Cash Payment B – Extraordinary Losses:*** Settlement Class Members may submit a claim for extraordinary losses for proven monetary loss as a result of identity theft, capped at **\$2,500** per Settlement Class Member, if:
  - i. The loss is an actual, documented, and unreimbursed monetary loss;
  - ii. The loss was more likely than not caused by the Data Incident;
  - iii. The loss occurred between September 16, 2023, and November 6, 2025; and
  - iv. The Settlement Class Member made reasonable efforts to avoid or seek reimbursement for the loss, including but not limited to all available credit monitoring and identity theft protection produced and offered as part of the notification letter provided by Defendant, or exhaustion of all available credit monitoring insurance and identity theft insurance.

**OR**

- c) ***Cash Payment C – Flat Cash Payment:*** Instead of Cash Payment A and/or Cash Payment B, Settlement Class Members may elect to receive a flat Cash Payment in the estimated amount of **\$50**;

**In addition, the settlement also provides:**

- d) ***Cash Payment D – California Statutory Payment:*** In addition to Cash Payment A and/or Cash Payment B, or Cash Payment C, all California Settlement Subclass members may also elect to receive a flat Cash Payment in the estimated amount of **\$100**; **AND**
- e) ***Credit Monitoring:*** In addition to Cash Payment A, Cash Payment B, and/or Cash Payment D, Settlement Class Members may also make a claim for one (1) year of three credit bureau financial account with \$1,000,000 in identity theft protection insurance.

Note that **all** Cash Payments shall be subject to a *pro rata* reduction if the aggregate dollar amount of all Valid Claims for Settlement Class Member Benefits exceeds \$750,000.

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

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

To receive a Settlement Class Member Benefit, you must complete and submit a Claim Form online at [www.MNFLSettlement.com](http://www.MNFLSettlement.com) or by mail to MN FL Settlement, 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 **November 6, 2025**, or by mail postmarked by **November 6, 2025**.

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

Questions? Go to [www.MNFLSettlement.com](http://www.MNFLSettlement.com) or call (833) 621-8547

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

The Court will hold a Final Approval Hearing on **November 21, 2025, at 9:15 AM 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 Payments and Credit Monitoring will begin 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 affiliates will receive a Release from all claims that could have been or that were brought against Defendant relating to the Data Incident. 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 Defendant's past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees 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.MNFLSettlement.com](http://www.MNFLSettlement.com). If you have any questions, you can talk to the law firms 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 that Settlement Class Member does not submit a Claim Form. You must mail your request to opt out to the Settlement Administrator **postmarked by October 22, 2025**, to:

MN FL Settlement  
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. For an objection to be a valid objection under the settlement, it 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 October 22, 2025**.

Clerk of the Court	Class Counsel
<b>Broward County Courthouse</b> 201 SE 6 <sup>th</sup> Street Room WW15155 Fort Lauderdale, FL 33301	MN FL Settlement c/o Kroll Settlement Administration LLC P.O. Box 225391 New York, NY 10150-5391
Defendant's Counsel	Class Counsel
Starr T. Drum Xeris E. Gregory <b>Polsinelli PC</b> 2000 SouthBridge Parkway, Suite 301 Birmingham, Alabama 35209 <a href="mailto:sdrum@polsinelli.com">sdrum@polsinelli.com</a> <a href="mailto:xgregory@polsinelli.com">xgregory@polsinelli.com</a>	Jeff Ostrow <b>Kopelowitz Ostrow P.A.</b> 1 West Las Olas Blvd. Suite 500 Fort Lauderdale, Florida 33301 <a href="mailto:ostrow@kolawyers.com">ostrow@kolawyers.com</a>  Mariya Weekes <b>Milberg Coleman Bryson</b> <b>Phillips Grossman, PLLC</b> 201 Sevilla Avenue, 2nd Floor Coral Gables, FL 33134 <a href="mailto:mweekes@milberg.com">mweekes@milberg.com</a>  Andrew Shamis <b>Shamis &amp; Gentile, P.A.</b> 14 NE 1st Ave Ste 705 Miami, FL 33132 <a href="mailto:ashamis@shamisgentile.com">ashamis@shamisgentile.com</a>

Your objection must be written and 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 (5) 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 the Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;
- v) the number of times in which the objector's counsel and/or the objector's counsel's law firm have objected to a class action settlement within the five (5) 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 on the objection issued by the trial and appellate courts in each such listed case;
- vi) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- vii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- viii) 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., Mariya Weeks of Milberg Coleman Bryson Phillips Grossman PLLC, and Andrew Shamis of Shamis & Gentile, P.A., 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 shall apply to the Court for an award of attorneys' fees and costs of up to a total combined amount of \$400,000. 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. The attorneys' fees and costs shall be paid separately by the Defendant from its obligation to pay the Settlement Class Member Benefits and the Settlement Administration Costs.

Class Counsel will include a request for a Service Award to the Class Representatives in recognition for their contributions to this Action not to exceed \$2,000 per Class Representative. The Service Award payments shall be separate and apart from the Class Representatives' entitlement to Settlement Class Member Benefits. Defendant shall pay or cause to be paid the Court-approved Service Awards directly to Class Counsel within thirty (30) days of Final Approval.

Any attorneys' fees, 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 **November 21, 2025, at 9:15 AM ET**, at the Broward County Courthouse, 201 SE 6th Street, Fort Lauderdale, FL 33301, Room WW15155 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 the Application for Attorneys' Fees, Costs, and Service Awards payments. 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.MNFLSettlement.com](http://www.MNFLSettlement.com) or calling **(833) 621-8547**.

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

No. Class Counsel will present the Settlement Class to the Court. You or your own lawyer is 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 October 22, 2025**.

### **IF YOU DO NOTHING**

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

If you do nothing, you will not receive any Settlement Class Member Benefits 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.MNFLSettlement.com](http://www.MNFLSettlement.com). You may also call the Settlement Administrator with questions or to receive a Claim Form at **(833) 621-8547**.

### **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) 621-8547**, or at the Contact page of the Settlement Website:

MN FL Settlement  
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**