

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION
CASE NO. 0:21-cv-61275-RAR**

WENSTON DESUE, *individually and as
legal guardian of N.D. and M.D. and all
others similarly situated,*

Plaintiff,

v.

20/20 EYE CARE NETWORK, INC., *et al*

Defendants.

AND ALL CONSOLIDATED ACTIONS

Consolidated with:

0:21-cv-61292

0:21-cv-61302

0:21-cv-61357

0:21-cv-61406

0:21-cv-61755

SETTLEMENT AGREEMENT

This Settlement Agreement, dated as of October 28, 2022 (the “Settlement Agreement” or “Settlement”), is made and entered into by and among the following Settling Parties: (i) Stephany Alcalá; Benjamin J. Liang; Amber Lowe, on behalf of herself and her minor children C.B., K.B., M.B., and G.M.; David Runkle; and Suzanne Johnson (collectively the “Representative Plaintiffs”), individually and on behalf of the Settlement Class Members (as defined below), by and through Gayle M. Blatt of the law firm Casey Gerry Schenk Francavilla Blatt & Penfield LLP and Bryan Bleichner of the law firm Chestnut Cambronne PA, as co-lead Class Counsel, and Dorothy P. Antullis of the law firm Robbins, Geller, Rudman & Dowd LLP; Jean S. Martin of the law firm Morgan & Morgan, P.A.; Terence R. Coates of Markovits, Stock and DeMarco, LLC; Joseph M. Lyon of the Lyon Firm, Nathan D. Prosser of Hellmuth & Johnson PLLC; and M. Anderson Berry of Clayeo C. Arnold, A Professional Law Corp. (collectively, “Proposed Class Counsel” or “Class Counsel”); and (ii) 20/20 Eye Care Network, Inc. (“ECN”) and iCare

Acquisition, Inc. (“iCare”) (collectively the “Defendants”), for the benefit of all Released Parties (as defined herein), by and through the Defendants’ counsel of record, Mark S. Melodia and Caitlin Saladrigas of Holland & Knight LLP (“Defense Counsel”). This Settlement Agreement is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions hereof.

I. THE LITIGATION

This matter is a consolidated putative class action (the “Litigation”) arising from a Data Incident (as defined below) whereby an unauthorized access to defendant ECN’s data environment occurred in January 2021 and resulted in the removal and deletion of certain protected health information and personal identifying information. This suit was originally brought by multiple plaintiffs in six different actions, five of which were filed in federal court and one of which was filed in state court and later removed. After consolidation, the Representative Plaintiffs filed a First Amended Consolidated Complaint which dropped certain prior named plaintiffs and added others and asserted claims for negligence, unjust enrichment, violation of the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), and breach of confidence. [ECF No. 37]. Defendants filed a motion to dismiss asserting the Representative Plaintiffs lacked standing and failed to properly state a single cause of action. [ECF No. 40]. This Court denied the motion in part, finding the Representative Plaintiffs had sufficiently pled standing, but granted Defendants’ motion with respect to the failure to properly plead any cause of action. [ECF No. 51]. Following the Court’s ruling, the Representative Plaintiffs filed a Second Amended Consolidated Complaint this time raising two separate negligence claims, one against ECN and another against iCare, as well as a claim for negligent supervision, and a FDUTPA claim seeking injunctive relief only. [ECF No.

52]. The Defendants again challenged the sufficiency of each cause of action in a motion to dismiss. [ECF No. 60].

In response to Defendants' motion to dismiss the Second Amended Consolidated Complaint, the Representative Plaintiffs sought leave to further amend, which this Court granted. [ECF Nos. 62 & 63]. Simultaneous with the Court's order granting leave, the Parties discussed the possibility of settlement, which in turn led to selection of a mediator, Judge John Thornton (Ret.) of Judicial Arbitration and Mediation Services. The Parties engaged in a full-day of mediation. The mediation, and subsequent efforts by the Settling Parties and Judge Thornton, which occurred over the course of nearly two months, led to this Settlement Agreement.

II. CLAIMS OF THE REPRESENTATIVE PLAINTIFFS

The Representative Plaintiffs believe the Claims asserted in the Litigation have merit.

The Representative Plaintiffs and Proposed Settlement Class Counsel, however, recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Litigation against the Defendants through motion practice, trial, and potential appeals. They also have taken into account the uncertain outcome and the risk of further litigation, as well as, the difficulties and delays inherent in such litigation.

The Representative Plaintiffs and Proposed Settlement Class Counsel believe that the settlement set forth in this Settlement Agreement confers substantial benefits upon the Settlement Class Members. They have determined that the Settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

III. DENIAL OF WRONGDOING AND LIABILITY

The Defendants deny each and every claim and contention alleged against them in the Litigation and all charges of wrongdoing or liability alleged against them. Nonetheless, Defendants

and their counsel have concluded that further continuation of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiffs, individually and on behalf of the Settlement Class, by and through Proposed Settlement Class Counsel, and the Defendants agree that, subject to Final Approval by the Court, the Litigation, and the Released Claims shall be finally and fully compromised, settled, and released as to all Released Parties, and the Litigation shall be dismissed with prejudice as to all Settling Parties, with all rights of appeal being waived, provided that the Court approves this Settlement Agreement as written and such waiver of the right to appeal does not apply to the right of Class Counsel to appeal any award of their fees and costs that is less than what they applied for, upon and subject to the following terms and conditions of this Settlement Agreement.

In turn, upon the Effective Date, Defendants and its representatives, officers, agents, directors, affiliates, employees, insurers, and attorneys fully release and discharge the Class Representatives and Class Counsel from the Released Claims.

1. Definitions

As defined in the Settlement Agreement, the following terms have the meanings specified below:

- a) **Approved Claim(s)** means the timely submission of a Claim Form by a Settlement Class Member that has been approved by the Settlement Administrator.
- b) **Lost Time** means time spent addressing or remedying issues related to the Data Incident.

- c) **CAFA Notice** refers to any notifications required to be made pursuant to the Class Action Fairness Act of 2005, 28 U.S.C.A. § 1715.
- d) **Claim Form** or **Claim** means the form(s) Settlement Class Members must submit to be eligible for reimbursement for Out-of-Pocket Losses, Lost Time, Actual Identity Fraud and/or to claim Identity Monitoring Services or an Alternative Cash Payment under the terms of the Settlement, which is attached hereto as Exhibit D.
- e) **Claims Period** means ninety (90) days following the Notice Deadline by which Class Members must file Claims online or if by mail, the date by which the Claim must be postmarked.
- f) The **Data Incident** refers to the unauthorized access to ECN's data environment which occurred in the month of January, 2021.
- g) The **Effective Date** of this Settlement is the day after the day that (i) the Settlement Agreement has been given Final Approval and (ii) either (a) the time to appeal has lapsed with no appeal taken or (b) all appeals have been finally resolved in favor of settlement.
- h) **Final Approval** means the entry of a Judgment in the form set forth in Exhibit A, or substantially in that form to the mutual satisfaction of the Settling Parties in their sole discretion.
- i) The **Net Settlement Fund** will be the Settlement Fund after reduction for attorney's fees and litigation expenses for Proposed Settlement Class Counsel.

- j) **Notice** means notice of the proposed class action Settlement to be provided to Class members in connection with a motion for preliminary approval and to direct notice to the class.
- k) **Notice Deadline** shall be the date 60 days after entry of the Preliminary Approval Order, or the first business day after 60 days (if 60 days falls on a Saturday, Sunday, or legal holiday) by which the Settlement Administrator shall provide Notice consistent with the form set forth in Exhibit C to the Settlement Class Members and establishment of a settlement website.
- l) **Objection Deadline** means sixty (60) days after the Notice Deadline.
- m) **Opt Out Deadline** means sixty (60) days after the Notice Deadline.
- n) A **Person** is a living natural person who is resident in the United States.
- o) **Preliminary Approval** means the entry of an Order of Preliminary Approval in the form set forth in Exhibit B, or substantially in that form to the satisfaction of the Settling Parties in each of their sole discretion.
- p) **Released Claims** means any claims, costs, damages, expenses, exposure, liability, and/or loss, direct or indirect, under any theory or cause of action, at law or in equity, asserted or not asserted, known or unknown, arising from or in any way related to the Data Incident.
- q) **Released Parties** are defined as the Defendants and its divisions, affiliates, subsidiaries, direct and indirect parents, officers, directors, trustees, employees, agents, partners, members, former and present customers, (including their affiliates, subsidiaries, direct and indirect parents, officers, directors, trustees, members, employees, and agents), and insurance carriers

as well as the health plans Defendants service. The term Released Parties also expressly includes 20/20 Hearing Care Network, Inc. (“HCN”), which is a registered fictitious name owned by ECN and which also provided breach notification letters after the Data Incident, and 20/20 Hearing Care Network, LLC (“HCN LLC”), which is an entity to which HCN intended to transfer its operations but never completed same. Neither HCN nor HCN LLC are parties to this litigation.

- r) The **Settlement Administrator** is Epiq Class Action & Claims Solutions, Inc.
- s) The **Class** will be defined as “All Persons who were sent a notification from either ECN or HCN as a result of the Data Incident.” Excluded from the Class are (a) officers, directors, trustees, and employees of the Defendants; (b) all judges and their staffs assigned to this case and any members of their immediate families; (c) the mediator; (d) experts retained in this Litigation by the Parties; and (e) the Parties’ counsel in this Litigation. To provide notice and make available the benefits of this Settlement to the intended beneficiaries, Defendants shall send to the Settlement Administrator a Class List of individuals who were sent one or more notices related to the Data Incident, including each Settlement Class Member’s most current mailing address, to the extent that information is available; the Defendants, Class Counsel and the Settlement Administrator will work together in good faith to update, de-duplicate and otherwise check available records to arrive at a final Class List that is as accurate as reasonably possible.

- t) **Class Members** shall be Persons in the Class. It is estimated that there are 4.2 million Class Members.
- u) The **Settlement Fund** will be \$3,000,000.00 dollars, plus accrued interest, to be paid by Defendants. The Settlement Fund will be deposited by Defendants into an escrow account established and maintained by the Settlement Administrator solely for this settlement. The timing of that deposit is further detailed in this settlement below.
- v) **Taxes and Tax-Related Expenses** relating to the Settlement Fund shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator without requiring additional approval from the Court.

2. Terms

The Parties agree to resolve the pending Litigation as follows:

- a) Defendants shall pay \$3,000,000 into an interest-bearing escrow account to be fully disbursed to all Class Members, pro-rated if necessary, and not subject to reversion to the Defendants. The \$3,000,000, plus accrued interest, is the Settlement Fund which shall provide the following relief to the Class Members any one of whom is eligible to collect for one or more of the following settlement benefits, but none of whom may collect more than once, even if they originally received more than one notice of the Data Incident, except that a legal guardian for a Class Member who is under the age of eighteen (18) at the time of the claim submission may submit a

Claim Form seeking any applicable benefits under the settlement for each Class Member for whom they are a legal guardian.

1. Class Members will be able to submit a claim for reimbursement for out-of-pocket losses (“Out-of-Pocket Expenses”) reasonably traceable to the Data Incident of up to \$2,500 per individual Class Member. To claim this benefit, Class Members will be required to provide documentation, and affirm under penalty of perjury their belief that the claimed losses are due to the Data Incident. Approved Claims for out-of-pocket losses shall be deducted by the Settlement Administrator from the Settlement Fund;
2. Class Members will also have the option to elect thirty-six (36) months of identity monitoring protection (“Identity Monitoring”) or, in the alternative, a cash payment of \$50.00 per person (“Cash Payment”). Approved Claims for the costs of identity monitoring or alternative cash payments shall be deducted by the Settlement Administrator from the Settlement Fund; and
3. Class Members will have the right to make a claim for reimbursement for time spent (“Lost Time”) of up to ten (10) hours at \$25 per hour upon attestation. Class Members will affirm they have lost time resulting from the Data Incident and provide a brief description of the time spent. Approved Claims for lost time shall be deducted by the Settlement Administrator from the Settlement Fund.

4. The Settlement Fund will also cover Class Counsel's Attorneys' Fees and Litigation Expenses (as awarded by the Court).
 5. To the extent the total amount of the Approved Claims at the end of the Claims Period exceeds the amount in the Settlement Fund, the Approved Claims for Identity Monitoring shall be paid first. Any remaining Approved Claims for Out of Pocket Expenses, Lost Time, or Cash Payment, after payment of the Approved Identity Monitoring Claims, shall be paid pro rata to Class Members with Approved Claims.
 6. Similarly, if the total amount of Approved Claims at the end of the Claims Period is less than the amount of the Settlement Fund, the Approved Claims for Out of Pocket Expenses, Lost Time, or Cash Payment shall all be increased in amount pro rata.
- b) In addition to the relief provided for in the Settlement Fund, and wholly separate from the Settlement Fund, Defendants agree to compensate Class Members for actual identity fraud losses reasonably traceable to the Data Incident up to \$5,000 per individual Class Member on a claims-made basis. The maximum aggregate amount payable by Defendants to Class Members for all such Accepted Claims related to identity fraud shall be \$600,000.00.
- c) Defendants agree to pay all costs and expenses of Notice and Administration outside of the Settlement Fund.

- d) Defendants also agree to reasonably cooperate with Proposed Class Counsel on behalf of Representative Plaintiffs' efforts to expeditiously seek preliminary and final approval.
- e) The Class agrees to release the Released Parties from any and all claims, as further defined herein as the "Released Claims."

3. The Settlement Timeline Prior to Final Approval

- a) By October 28, 2022, or a later date if permitted by the Court, the Proposed Class Counsel shall jointly file this Settlement Agreement to the Court along with a Motion for Preliminary Approval, along with Exhibits including the Settlement Agreement, Long and Short Form Notices, Claim Form, and Proposed Orders Granting Preliminary and Final Approval.
- b) By forty-five (45) days following the Notice Deadline, Class Counsel shall submit a Motion for Attorney's Fees and Litigation Expenses.
- c) Within sixty (60) days after Preliminary Approval, the Settlement Administrator shall provide Notice consistent with Exhibit C to the Class Members and establish a settlement website. The Settlement Administrator shall also provide CAFA Notice as directed by that statute, at Defendants' expense.
- d) Class Members shall have until ninety (90) days after the Notice Deadline to submit claim forms via the settlement website or may submit hard copies by USPS mail postmarked on or before the Claim Deadline, and consistent with the Claim Form attached in Exhibit D.

- e) Class Members shall have until sixty (60) days after the Notice Deadline to file any objections to the settlement, consistent with the requirements set forth in Section 4, below.
- f) Class Members shall have until sixty (60) days after the Notice Deadline to opt out of the settlement. Any Class Member who files an opt out shall be excluded from the Class, and not obtain any benefit hereunder and will not be bound by the release herein. Each Class Member must opt out individually. No joint or *en masse* opt outs will be effective. Completed opt outs must be mailed to the Settlement Administrator.
- g) Within thirty (30) days after the Claim Deadline, Proposed Settlement Class Counsel shall submit a Motion for Final Approval to the Court for approval. As an attachment to this Motion, Proposed Settlement Class Counsel shall submit an affidavit from the Settlement Administrator as to the provision of notice and the administration of the benefits offered by the Settlement.

4. The Settlement Timeline Subsequent to Final Approval

- a) Within ten (10) days after the Effective Date, Defendants shall fully fund the Settlement Fund.
- b) Upon the Effective Date, each Class Member, including Representative Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims.
- c) Within fourteen (14) days of the Effective Date, any Court-approved Attorney's Fees will be paid from the Settlement Fund.

- d) Within sixty (60) days of the Effective Date, the Settlement Administrator shall calculate the Net Settlement Fund and disburse the Net Settlement Fund to Settlement Class Members who made a claim on a pro rata basis, according to the proration plan set forth herein.
- e) Class Members must accept the deposit of all such payments within one hundred twenty (120) days of the Effective Date. The Settlement Administrator will contact any Class Member who has not cashed their settlement check or monies by that date, and to the extent necessary to effectuate the settlement payment, shall reissue the payment which shall be valid for sixty (60) days. After that time, any checks uncashed or monies not deposited after that time will be deemed null and void, as though never issued. However, such Class Members who make a claim but never actually access their award will still be deemed to have released the Released Parties.
- f) If, after Approved Claims are paid pursuant to Paragraphs 2(a)(1)-(3) and the process described in Paragraph 4(e) has been completed, funds still remain in the Net Settlement Fund two hundred and ten (210) days after the Effective Date, the parties will present to the Court a proposed plan of disbursement for any such excess funds.
- g) The Court will retain jurisdiction over the settlement for one hundred twenty (120) days after either (a) the Net Settlement Fund has been exhausted or (b) the proposed and approved plan of distribution of excess remaining Net Settlement Fund has been implemented.

5. Objection Procedures

5.1 Each Class Member desiring to object to the settlement shall submit a timely written notice of his or her objection.

5.2 Any objection must be in writing and must:

- a) Clearly identify the case name and number *Wenston Desue, et al. v. 20/20 Eye Care Network, Inc., et al.*, United States District Court, Southern District of Florida, No. 0:21-cv-61275-RAR;
- b) Include the full name, address, telephone number, and email address of the person objecting;
- c) Include the full name, address, telephone number, and email address of the objector's counsel (if the objector is represented by counsel);
- d) State whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class, and also state with specificity the grounds for the objection;
- e) Confirm whether the objector or counsel on the objector's behalf will personally appear and/or testify at the Final Approval Hearing; and
- f) Provide the objector's signature and the signature of the objector's duly authorized counsel or other duly authorized representative.

Class Members who fail to submit timely written objections in the manner specified will waive their right to object to any aspect of the settlement and will be bound by it.

5.3 Completed objections must be submitted via postal mail to the Settlement Administrator at the following address:

Epiq Class Action & Claims Solutions, Inc.
PO Box 2960

Portland, OR 97208-2960

The Settlement Administrator shall have the responsibility to provide all objections to the Court and counsel referenced above in paragraph 4.3 no later than fifteen (15) days following the Objection Deadline.

6. Duties of the Settlement Administrator

The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Creating, administering, and overseeing the Settlement Fund and claims for Identity Fraud;
- b. Obtaining the Class Member list for the purpose of disseminating Notice to Class Members;
- c. Providing Notice to Class Members via U.S. mail;
- d. Establishing and maintaining the Settlement website;
- e. Establishing and maintaining a toll-free telephone line for Class Members to call with Settlement-related inquiries, and answering the questions of Class Members who call with or otherwise communicate such inquiries timely;
- f. Responding to any mailed or emailed Class Member inquiries timely;
- g. Reviewing, determining the validity of, and processing all claims submitted by Class Members;
- h. Receiving requests to opt out and objections from Class Members and providing Class Counsel and Defendant's Counsel a copy thereof no later than three (3) days following the deadline for submission of the same. If the Settlement Administrator receives any requests to opt out, objections, or other requests from Settlement Class Members after

the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class and Defendants' Counsel;

- i. Working with the provider of Identity Monitoring Services to receive and send activation codes within sixty (60) days of the Effective Date;
- j. After the Effective Date, processing and transmitting Settlement Payments to Class Members and the approved fees and costs to Class Counsel;
- k. Providing weekly or other periodic reports to Class Counsel and Defendant's Counsel that include information regarding the number of Claims and later, settlement payments sent and delivered, payments accepted and cashed, undeliverable information, and any other requested information relating to Settlement Claims and Payments. The Settlement Administrator shall also, as requested by Class Counsel or Defendants' Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;
- l. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Class Member who timely and properly submitted an Opt Out request; and
- m. Performing any function related to Settlement administration at the agreed-upon instruction of Class Counsel or Defendant's Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.

7. Miscellaneous Provisions

7.1 No Person shall have any claim against any of the Released Parties or their counsel based on distributions of benefits made substantially in accordance with the Settlement Agreement and/or further order(s) of the Court.

7.2 Defendants have represented that there are approximately 4.2 million members of the Settlement Class. Plaintiffs have the right to revoke this settlement agreement in the event that the class size is more than 4.4 million members.

7.3 The Settling Parties: (i) acknowledge that it is their intent to consummate this Settlement Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

7.4 The Settling Parties intend this Settlement to be a final and complete resolution of all disputes, claims, and causes of action by and between them with respect to the Litigation in any way whatsoever. The Settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith and at arms' length by the Settling Parties, and it reflects an agreement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such Party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis.

7.5 Neither the Settlement Agreement, nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement: (i) is, or may be deemed to be, or may be used as, an admission or evidence of the

validity, or lack thereof, of any Released Claim, wrongdoing, or liability of the Released Parties; or (ii) is, or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission, in any civil, criminal, and/or administrative proceeding in any court, administrative agency, and/or other tribunal or proceeding. Any of the Released Parties may file the Settlement Agreement and/or the Judgment in any action that may be brought against them in order to support a defense or counterclaim 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 or counterclaim.

7.6 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest. Modification of the Settlement Agreement following Preliminary Approval will require approval of the Court.

7.7 The Settling Parties may mutually agree, in their respective sole discretion, on revisions to the Notice to better effectuate the purposes of the settlement, even after Preliminary Approval, provided that the substance of the Notice is consistent with the Settlement Agreement and the Court's order directing notice to the Class.

7.8 The Settling Parties may mutually agree, in their respective sole discretion, on any reasonable interpretation and implementation of the Settlement Agreement to better effectuate the purposes of the settlement.

7.9 This Settlement Agreement, together with the Exhibits attached hereto, constitutes the entire Settlement Agreement by, between, and among the Settling Parties hereto and no representations, warranties, or inducements have been made to any party concerning the Settlement Agreement other than the representations, warranties, and covenants contained and

memorialized in such document. Except as otherwise provided herein, each Party shall bear its own attorney's fees and expenses.

8. Proposed Class Counsel, on behalf of the Class, are expressly authorized by Representative Plaintiffs to take all appropriate actions required or permitted to be taken by the Class pursuant to the Settlement Agreement to effectuate its terms. Proposed Class Counsel, on behalf of the Class, also are expressly authorized by Representative Plaintiffs to enter into any modifications or amendments to the Settlement Agreement on behalf of the Class that Proposed Class Counsel deem appropriate.

8.1 Each counsel or other person executing the Settlement Agreement on behalf of any Party hereto hereby warrants that such counsel or other person has the full authority to do so.

8.2 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

8.3 This Settlement Agreement shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of Florida, and the rights and obligations of the Settling Parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Florida.

**[THIS SECTION INTENTIONALLY LEFT BLANK.
SIGNATURES ON FOLLOWING PAGE.]**

Signatures by Counsel:

Attorneys for Plaintiffs Stephany Alcala; Benjamin J. Liang; Amber Lowe, on behalf of herself and her minor children C.B., K.B., M.B., and G.M.; David Runkle; and Suzanne Johnson and Proposed Class



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