

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
IN AND FOR MANATEE COUNTY, FLORIDA  
CIVIL DIVISION

NANCY ALBERT, SUSAN ANDESMITH,  
PATRICIA ARAGON, CAROL CARTWRIGHT,  
BRANDON COLON, DENNIS HENZEN,  
WENDY HOOVER, ANNE MAGYAR,  
TAWNIA MATHIS, TRUDI MOORE,  
KATHLEEN MORASH, GWENDOLYN  
PALMATEER, MONICA RICE, KAREN  
ROGERS WASHINGTON, ROBERT SCUTERI,  
KELLEY BAGWELL, DONNA FERNER, DIANE  
HAUSHALTER, ANNELLE LYKE, SHIRLEY  
PARNISKE, CAROLYN SCHROEDER,  
CLIFFORD HORNSBY, SHERRY CATLETT,  
MICHAEL SANDERS, KATHLEEN BISHOP,  
CASSANDRA LANG, MATTHEW DONOVAN,  
WILLIAM VERHOEVE, SHIRLEY A.  
HAMILTON, ROBERT F. HAMILTON, and  
APRIL ROBINSON, individually and on behalf of  
all others similarly situated,

Plaintiffs,

v.

SCHOOL BOARD OF MANATEE COUNTY,  
FLORIDA,

Defendant.

CASE NO.: 17-CA-004113

Jury Trial Demanded

CLASS REPRESENTATION

**[PROPOSED] FINAL JUDGMENT CERTIFYING SETTLEMENT CLASS AND  
GRANTING FINAL APPROVAL OF CLASS SETTLEMENT**

The Court has considered the Class Action Settlement Agreement ("Settlement Agreement"), Plaintiffs' Unopposed Motion for Final Approval of Proposed Class Action Settlement Agreement and Entry of Final Judgment, the record in this Action, the arguments and recommendations made by counsel, and the requirements of the law. The Court finds and orders as follows:

**I. FINAL APPROVAL OF THE SETTLEMENT AGREEMENT**

1. The Settlement Agreement, dated February 28, 2018, is approved under Rule 1.220 of the Florida Rules of Civil Procedure. The Court finds that the Settlement Agreement and the Settlement it incorporates appears fair, reasonable, and adequate, and its terms are within the range of reasonableness. The Settlement Agreement was entered into at arm's length by experienced counsel after extensive negotiations. The Court finds that the Settlement Agreement is not the result of collusion.

**II. DEFINED TERMS**

2. For purposes of this Final Approval Order and Final Judgment ("Order"), the Court adopts all defined terms as set forth in the Settlement Agreement.

**III. NO ADMISSIONS AND NO EVIDENCE**

3. This Order, the Settlement Agreement, the Settlement provided for therein, and any proceedings taken pursuant thereto, are not, and should not in any event be offered, received, or construed as evidence of, a presumption, concession, or an admission by any Party or any of the Released Persons of wrongdoing, to establish a violation of any law or duty, an admission that any of the practices at issue violate any laws or require any disclosures, any liability or non-liability, the certifiability or non-certifiability of a litigation class in this case, or any misrepresentation or omission in any statement or written document approved or made by any Party.

**IV. JURISDICTION**

4. For purposes of the Settlement of the Action, the Court finds it has subject matter and personal jurisdiction over the Parties, including all Settlement Class Members, and venue is proper.

**V. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY**

5. The Court finds and concludes that, for the purposes of approving this Settlement only, the proposed Settlement Class, meets the requirements for certification under Rule 1.220 of the Florida Rules of Civil Procedure: (a) the Settlement Class is so numerous that joinder of all

members is impracticable; (b) there are questions of law or fact common to the Settlement Class; (c) the claims or defenses of the Class Representatives are typical of the claims or defenses of the Settlement Class; (d) Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class because Class Representatives have no interests antagonistic to the Settlement Class, and have retained counsel who are experienced and competent to prosecute this matter on behalf of the Settlement Class; (e) questions of law and fact common to the claim of the Settlement Class predominate over any question of law or fact affecting only individual members of the class; and (f) class representation is superior to other available methods.

6. The Settlement Agreement was reached after extensive investigation and was the result of protracted negotiations conducted by the Parties. Notwithstanding their disagreements about the merits of the case and its viability for class treatment, and without any admissions of any kind, the Parties have agreed to settle the Action pursuant to the provisions of the Settlement Agreement, after considering, among other things: (a) the benefits to the Class Representatives and the Settlement Class under the terms of the Settlement Agreement; (b) the uncertainty of being able to prevail at trial; (c) the uncertainty relating to Defendant's defenses and the expense of additional motion practice in connection therewith; (d) obstacles to establishing entitlement to class-wide relief; (e) the attendant risks of litigation, especially in complex actions such as this, as well as the difficulties and delays inherent in such litigation and appeals; and (f) the desirability of consummating the Settlement promptly in order to provide effective relief to the Class Representatives and the Settlement Class.

7. The Court accordingly certifies, for settlement purposes only, a class under Rule 1.220(b)(2), consisting of all current and former Manatee County School District employees, whose W-2 data was compromised as a result of the data disclosure which occurred on or about January 26, 2017.