

BRUCE RIGGS and BRETT GARROTE,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

TRISTAR INSURANCE GROUP, INC.

Defendant.

**DECLARATION OF NICHOLAS
MIGLIACCIO IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

I, Nicholas Migliaccio, declare under penalty of perjury as follows:

1. I am a partner at Migliaccio & Rathod LLP, Co-Counsel for Plaintiffs ("Class Counsel") in the above-referenced matter (the "Action"). I submit this declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and Memorandum of Law in Support thereof, filed contemporaneously herewith.

2. Plaintiffs Bruce Riggs and Brett Garrote ("Plaintiffs"), on behalf of themselves and others similarly situated and TRISTAR Insurance Group, Inc. ("TRISTAR" or "Defendant") have reached an agreement to settle this Action pursuant to the terms of the Settlement Agreement, attached hereto as Exhibit A.

3. The Settlement provides substantial relief to the Settlement Class, including significant monetary benefits and extensive identity theft protection and credit monitoring. Notably, the Settlement provides up to \$1,000,000.00 to the Settlement Class Members.

Procedural History and the Work of Class Counsel

4. According to TRISTAR, on November 4, 2022, TRISTAR's email system were accessed by unauthorized attackers ("Data Incident"). Class Action Pet. ("Pet."), ¶ 2. The types

of information affected by the Data Incident included first and last names, Social Security numbers, and dates of birth, affecting approximately 3,010 people¹. *Id.* ¶ 3. Defendant sent notice of the Data Incident via mail to Plaintiffs and the putative Settlement Class on or about February 2023, informing them their PII may be at risk due to the Data Incident. *Id.* ¶ 11.

5. The Parties initiated settlement discussions, and exchanged informal discovery. Furthermore, the Parties participated in two mediation sessions facilitated by esteemed mediator, Robert A. Meyer, where they reached a settlement in principle.

6. On February 24, 2025, Plaintiffs filed their Petition in this court, asserting claims for violation of the California Consumer Protection Act, Cal. Civ. Code §§ 1789.100, et seq. (“CCPA”), violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, et seq. (“UCL”), violation of the California Customer Records Act, Cal. Civ. Code §§ 1798.80 et seq. (“CCRA”), negligence, negligence per se, invasion of privacy, breach of implied contract, and breach of contract. Additionally, the Petition defined a Nationwide class and a California Subclass. (CJ-2025-00745). Specifically, the Nationwide Class is defined as “[a]ll persons within the United States whose personally identifiable information (“PII”) was subjected to the Data Breach in November 2022, including all persons who received Defendant’s notice of the Data Breach.” The California Subclass pertains to “[a]ll persons residing within the State of California whose personally identifiable information (“PII”) was subjected to the Data Breach in November 2022, including all persons who received Defendant’s notice of the Data Breach.”

7. Although an agreement was reached in principle, the proposed Settlement was ultimately agreed to following extensive arm's-length settlement discussions between the Parties

¹ Although Plaintiffs have alleged 35,120 people were impacted by the Data Incident, Plaintiffs have since learned approximately 38,037 were impacted.

post-mediation. The Parties did not discuss attorneys' fees, costs, and expenses, or service awards for Plaintiffs prior to reaching an agreement as to the material terms of the relief for Settlement Class Members.

8. Before settlement negotiations, however, Plaintiffs sought and obtained informal discovery from TRISTAR on a number of topics, including: the number of individuals whose personally identifiable information ("PII") was compromised during the Data Incident; the types of PII potentially compromised; the mechanics of the Data Incident; the remedial actions TRISTAR took after the Data Incident; and the terms of any potentially applicable insurance coverage. Indeed, the Settlement was achieved only after a thorough pre-petition investigation that culminated in the preparation of a detailed Petition, the consideration of relevant informal discovery, and months of settlement negotiations.

9. Notably, Class Counsel investigated the facts relating to the claims and defenses alleged and the underlying events in the Action, made a thorough study of the applicable legal principles, and conducted a thorough assessment of the strengths and weaknesses of the claims. After this thorough analysis, Plaintiffs and Class Counsel concluded that it would be in the best interests of the Settlement Class to enter into the Agreement.

10. Therefore, Plaintiffs and Class Counsel were well informed of the strengths and weaknesses of the Action. Although Plaintiffs and Class Counsel believe that the factual and legal claims asserted in the Action are meritorious, they recognize the outcome of the case and the claims asserted therein are uncertain, that TRISTAR would likely assert several potentially case-dispositive defenses, and that protracted litigation of this Action to final judgment would entail substantial costs, risks, and delay of benefits and relief for Plaintiffs and all Settlement Class Members, if any.

11. After the Settlement was reached, Class Counsel undertook a competitive bidding process to acquire an excellent Settlement Administrator for the Class, including soliciting cost proposals from various administrators.

12. After considering bids from numerous administration firms, the Parties ultimately selected EisnerAmper. The Parties are confident that EisnerAmper can meet the obligations imposed on a Settlement Administrator under the Settlement for a reasonable cost.

13. Further, EisnerAmper is a well-known firm with a history of successfully administering many class action settlements, including other data breach settlements.

14. It is therefore Class Counsel's opinion that the Settlement is fair, reasonable, and adequate considering the significant benefits to the Settlement Class as well as the risks and delays attendant to further protracted litigation. This view is informed by Class Counsel's decades of experience litigating complex actions, including data breach class actions. *See* Migliaccio & Rathod Firm, LLC Resume (Exhibit 1), and Kazerouni Law Group, APC Firm Resume (Exhibit 2).

15. Class Counsel represent that there are no agreements related to the settlement other than those reflected in the Settlement Agreement and an agreement with EisnerAmper to perform notice and settlement administration services if this Motion is granted by the Court.

16. The Settlement Class Representatives have also demonstrated their adequacy by: (i) selecting well-qualified Class Counsel; (ii) producing information and documents to Class Counsel to permit investigation and development of the Petition; (iii) being available as needed throughout the litigation; and (iv) monitoring the litigation. Plaintiffs do not have any interests antagonistic to other class members.

17. It is therefore my opinion that the proposed Settlement is fair, reasonable, and adequate and is an outstanding result for the Settlement Class Members.

Background and Experience of Migliaccio & Rathod LLP

18. I am an attorney with extensive experience representing plaintiffs in class action litigation. Notably, I routinely handle class actions (such as the present case) that arise out of data breaches involving consumers' identifiable information.

19. Since the founding of M&R with my partner Jason Rathod in 2016, M&R has helped secure several significant orders in consumer class action cases. This portfolio of cases includes a substantial number of data breach and privacy class actions across the country. For example, M&R and/or its named partners were recently appointed to serve as settlement class counsel in *Limbaugh, et al. v. Norwood Clinic, Inc.*, No. 01-cv-2022900085 (Ala. Cir. Ct.); *In re Wright & Filippis, LLC Data Security Breach Litigation*, Case No. 2:22-cv-12908-SFC-EAS (E.D. Mich.); *McHenry v. Advent Partners, Inc.*, 3:22-cv-00287 (M.D. Tenn.); *Carmack v. Snap-On Inc.*, 2:22-cv-695 (E.D. Wis.); *Hoover et al. v. Camping World Group, LLC et al.*, Civil Action No. 2023LA000372 (Il. Cir. Ct.); *Stark, et al. v. Acuity Brands, Inc.*, No. 23-EV-006179H (Ga. Fulton Co.); *Owens, et al. v. US Radiology Specialists, Inc., et al.*, No. 22-cvs-17797 (N.C. Super. Ct.); *Bickham v. Reprosourc Fertility Diagnostics, Inc.*, No. 1:21-CV-11879-GAO (D. Mass.) (final approval of settlement pending); *Salinas et al. v Block, Inc. et al.*, No. 3:22-cv-04823 (N.D. Cal.) (final approval of settlement pending).

20. M&R has also been appointed interim co-lead class counsel in *In Re Mapfre Data Disclosure Litigation*, No. 1:23-cv-12509 (D. Mass.); *In re LastPass Data Security Incident Litigation*, 1:22-cv-12047-PBS (D. Mass.); *In re: Practice Resources, LLC Data Security Breach Litigation*, Case No. 22-CV-0890 (N.D.N.Y.); *In re: Vivendi Ticketing US LLC, d/b/a See Tickets*

Data Security Incident (C.D. Cal.); *In re Francesca's Acquisition, LLC Data Security Breach Litigation*, No. 4:23-cv-03881 (S.D. Tex.) and on the plaintiffs' steering committee in several cases including *In Re: Rutter's Inc. Data Security Breach Litigation*, Case No. 1:20-cv-382 (M.D. Pa.), *In Re Netgain Technology, LLC, Consumer Data Breach Litigation*, Case No. 21-cv-1210 (SRN/LIB) (D. Minn.), and *In re Eskenazi Health Data Incident Litigation*, No.49D01-2111-PL-038870 (Ind. Sup. Ct.), which are data breach cases involving customers' and patients' compromised electronically stored sensitive personal information.

21. M&R has also led the prosecution of data privacy cases that have resulted in favorable decisions in this rapidly developing area of law. *See, e.g., Leonard v. McMenamins Inc.*, No. C22-0094-KKE, 2023 U.S. Dist. LEXIS 217502, at *14 (W.D. Wash. Dec. 6, 2023) (granting motion to compel sensitive cybersecurity consultant report and related communications over defendant's strong objection); *Salas v. Acuity-CHS, LLC*, Civil Action No. 22-317-RGA, 2023 U.S. Dist. LEXIS 54825, at *1 (D. Del. Mar. 30, 2023) (largely denying motion to dismiss in health care data breach).

22. Many of M&R's data privacy cases have also resulted in nationwide settlements providing substantial monetary and non-monetary relief to the victims of data breaches. *See, e.g., In re Wright & Filippis, LLC Data Sec. Breach Litig.*, No. 2:22-cv-12908-SFC (D. MI) (nationwide settlement of healthcare data breach in which M&R was class counsel); *Limbaugh, et al. v. Norwood Clinic Inc.*, No. cv-2022-900851 (Cir. Ct. Jefferson Cty.) (same); *McHenry v. Advent Health Partners, Inc.*, No. 3:22-cv-00287 (M.D. Tenn.) (same).

23. Beyond data breach and privacy cases, M&R has also been appointed as Class Counsel in litigation-certified classes, including some that implicate intricate issues of law and class wide injury. *See, e.g., In re Valsartan, Losartan, & Irbesartan Prods. Liab. Litig.*, 2023 U.S.

Dist. LEXIS 21112, at *217 (D.N.J. Feb. 8, 2023) (issuing landmark opinion granting class certification across multiple states for medical monitoring and appointing M&R as class counsel); *Hill v. Cty. of Montgomery*, No. 9:14-cv-00933 (BKS/DJS), 2018 U.S. Dist. LEXIS 140305, at *46 (N.D.N.Y. Aug. 20, 2018) (granting class certification in civil rights case alleging starvation of detainees in county jail, and appointing M&R as class counsel).

24. M&R has also been appointed to leadership positions in large multidistrict litigations with contested leadership applications, including in *In re: Philips Recalled CPAP, Bi-Level Pap, and Mechanical Ventilator Products Litigation*, MDL No. 3014 (W.D. Pa.), in which M&R Partner Jason Rathod served on the Plaintiff Steering Committee and served as co-chair of the Science and Experts Committee and also chair of the of the Class Action and Experts Subcommittee. The litigation concerned millions of defective devices subject to an FDA recall. The case resulted in settlements totaling approximately \$1.7 billion, which included class resolution of claims for economic loss (settlement approved) and medical monitoring (approval pending), as well as resolution of personal injury claims.

25. The attorneys at the firm have litigated cases leading to recoveries of hundreds of millions of dollars in recoveries for consumers, workers, and other victims of corporate misconduct. In just data privacy cases alone, M&R has been Class Counsel in several settlements that provided tens of millions of dollars of relief. M&R has a track record of investing the time, energy, and resources necessary to develop cases which implicate significant economic, societal, and health concerns.

26. As mentioned above, a true and correct copy of Migliaccio & Rathod LLP's Firm Resume, which further details its credentials and accomplishments, is appended hereto as Exhibit 1.

Risks Involved

27. Plaintiffs' Counsel undertook this case on a contingent-fee basis, assuming significant risk that the case would yield no recovery and would leave our firms uncompensated. From the outset of this matter, proposed Class Counsel have not been compensated for any time spent representing Plaintiffs or prospective Class Members in the litigation. Counsel have also paid the unreimbursed expenses out of their own pockets with no assurance of recovery.

28. This case presented substantial risks and uncertainties that could have prevented any recovery whatsoever. Despite the most vigorous and competent of efforts, success in this contingent-fee litigation was never assured.

29. Proposed Class Counsel have devoted (and continues to devote) a significant amount of attorney time and other resources investigating, prosecuting and resolving this litigation and, as a result, has been forced to forego other new matters that we otherwise would have taken on.

30. In addition to the work performed thus far, I anticipate that proposed Class Counsel will expend a substantial amount of time performing the following before this litigation and Settlement administration is resolved: tasks pertaining to the final fairness hearing, coordinating with the Claims Administrator, monitoring Settlement administration, and responding to Class Member inquires.

31. Among national consumer protection class action litigation, data breach cases are some of the most complex. Data breach litigation is a relatively new area of the law and many of the legal issues encountered in such cases are novel and, as a result, data breach cases present a significant risk to plaintiffs' attorneys. *See, generally* Timothy H. Madden, Data Breach Class Action Litigation—A Tough Road for Plaintiffs, BOSTON BAR J., Fall 2011, at 27; Matthew J.

Schwartz, Why so Many Data Breach Lawsuits Fail, Bank Info Security, 05/11/2015, <https://www.bankinfosecurity.com/data-breach-lawsuits-fail-a-8213> (last visited July 28, 2025).

32. As a result of our efforts in the face of substantial risks, proposed Class Counsel achieved a significant recovery for the benefit of Plaintiffs and the proposed Class.

The Requested Attorneys' Fees, Costs, Expenses, and Service Awards are Reasonable

33. "Fees in the range of 30-40% of any amount recovered are common in complex and other cases taken on a contingent fee basis." *Cimarron Pipeline Const., Inc. v. Nat'l Council on Comp. Ins.*, 1993 U.S. Dist. LEXIS 19969 at *2 (W.D. Okla. June 8, 1993). Further, a "contingency fee of one-third is relatively standard in lawsuits that settle before trial....." *Lewis v. Wal-Mart Stores, Inc.*, No. 02-CV-0944-CVE-FHM, 2006 U.S. Dist. LEXIS 87681, at *4 (N.D. Okla. Dec. 4, 2006). The requested attorneys' fees in the present matter are 33% of the Aggregate Cap and are therefore firmly within the average of awards.

34. Moreover, this fee award was not discussed until benefits to the Class were agreed upon.

35. Considering the amount of work required to obtain this favorable result, the request for attorneys' fees and related costs is reasonable and should be granted.

36. TRISTAR also agrees to pay Plaintiffs Service Award in the amount of \$2,00.00 for their services rendered on behalf of the Settlement Class, subject to Court approval.

37. Therefore, the Service Award is meant to recognize Plaintiffs for their efforts on behalf of the Settlement Class, including providing information for the pleading and settlement discussions, informal discovery responses, engaging with Class Counsel regarding the litigation, participating in the settlement negotiations via email, and approving the proposed Settlement terms. As a result, the Service Awards do not constitute preferential treatment.

38. Lastly, Plaintiffs have no conflicts of interest with the other members of the Settlement Class, as Plaintiffs had their Personal Information allegedly compromised in the same Data Incident as the other Settlement Class Members, and Plaintiffs share the Class' interests of maximizing their recovery and preventing future harm.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: January 13, 2026

Respectfully submitted,

/s/ Nicholas Migliaccio

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EXHIBIT 1



SUMMARY

The attorneys at Migliaccio & Rathod LLP (“M&R”) have decades of experience in complex civil litigation and have successfully prosecuted a number of noteworthy consumer protection, data breach and privacy, civil rights, and wage theft cases. The firm’s attorneys, located in Washington D.C. and San Francisco, focus primarily on class or collective actions and take all of their cases on a contingent basis. The attorneys at the firm have litigated cases leading to recoveries of hundreds of millions of dollars for consumers, workers, and other victims of corporate misconduct. M&R has a track record of investing the time, energy, and resources necessary to develop cases which implicate significant economic, societal, privacy, and health concerns.

NOTABLE MATTERS AND SUCCESSES

- *In re: Philips Recalled CPAP, Bi-Level Pap, and Mechanical Ventilator Products Litigation*, MDL No. 3014 (W.D. Pa.). Represent plaintiffs in MDL. M&R attorney one of 12 appointed to Plaintiff Steering Committee and co-chairs the Science and Experts Committee as well as chairs the Class Action and Experts Subcommittee. The class action track settled for a \$479 million common fund (final approval granted), the medical monitoring track settled for \$25 million (approval pending), and personal injury claims settled for over \$1 billion.
- *In Re: Kia Hyundai Vehicle Theft Litigation*, No. 8:22-ml-03052-JVS-KES (C.D. Cal.). Represent plaintiffs in MDL concerning a security vulnerability in millions of vehicles manufactured by Hyundai and Kia that made them susceptible to theft. A non-reversionary common fund settlement totaling \$80-\$145 million is pending final approval and the litigation resulted in a software update being provided to class members to address the underlying security vulnerability.
- *Valsartan N-Nitrosodimethylamine (NDMA) Products Liability Litigation*, MDL Case No: 1:19-md-02875-RBK-JS (D.N.J.). Represent plaintiffs in multi-district litigation arising from worldwide recalls of generic Valsartan that had been found to be contaminated with probable human carcinogens. M&R was appointed to the Plaintiffs’ Steering Committee and serves as co-chair of the medical monitoring committee. The court granted class certification for medical monitoring for several states and appointed M&R attorney as one of two class counsel.
- *Young v. Nationwide Mut. Ins. Co.*, 693 F.3d 532, 535 (6th Cir. 2012). Represented classes of insureds against several major insurance companies for the failure to use technological advances in verifying the addresses of insureds, leading to overcharges. The Sixth Circuit opinion was foundational for a relaxed standard for ascertainability in that circuit. Litigation culminated in several multi-million dollar settlements.
- *Limbaugh, et al. v. Norwood Clinic, Inc.*, No. 01-cv-2022900085 (Ala. Cir. Ct.). M&R was appointed settlement class counsel in settlement for nationwide class of patients whose private information was exposed. Relief included a \$2.3 million non-reversionary common fund.

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- *In re Wright & Filippis, LLC Data Security Breach Litigation*, Case No. 2:22-cv-12908-SFC-EAS (E.D. Mich.). M&R was appointed settlement class counsel in settlement for nationwide class of consumers whose private information was exposed. Relief includes a \$2.9 million non-reversionary common fund.
- *Carmack v. Snap-On Inc.*, 2:22-cv-695 (E.D. Wis.). M&R was appointed sole settlement class counsel in settlement for nationwide class of employees whose information was compromised in a data breach. The settlement provided for reimbursement of certain categories of losses as well as enhancement of cybersecurity practices.
- *McHenry v. Advent Health Partners, Inc.*, 3:22-cv-00287 (M.D. Tenn.). M&R was settlement class counsel in settlement for nationwide class of patients whose private information was exposed in a cyberattack. The settlement provided for reimbursement of certain categories of losses as well as enhancement of cybersecurity practices.
- *Hoover et al. v. Camping World Group, LLC et al.*, Civil Action No. 2023LA000372 (Il. Cir. Ct.). M&R was appointed settlement class counsel in settlement for nationwide class of consumers whose private information was exposed. Relief includes a \$650,000 non-reversionary common fund.
- *Bickham v. Reprosorce Fertility Diagnostics, Inc.*, No. 1:21-CV-11879-GAO (D. Mass.). M&R was appointed settlement class counsel in settlement for nationwide class of patients whose private information was exposed. Relief includes a \$1.25 million non-reversionary common fund.
- *Williams v. Monarch*, No. 2023-CVS-105 (N.C. Bus. Ct.). M&R was appointed settlement class counsel in settlement for nationwide class of patients whose private information was exposed. Relief includes a \$1.1 million non-reversionary common fund.
- *Weisenberger v. Ameritas Mutual Holding Co.*, No. 4:21-cv-03156 (D. Neb.). M&R was appointed sole settlement class counsel in settlement for nationwide class of insureds whose private information was exposed. The settlement provided for reimbursement of certain categories of losses, extended credit monitoring, and enhancement of cybersecurity practices.
- *Carlotti v. ASUS Computer International, et al*, No. 18-cv-00369 (N.D. Cal.). Represented plaintiffs in a class action suit brought on behalf of purchasers of ASUS Rog Strix GL502VS or GL502VSK laptops with defective batteries or which overheat due to their insufficient cooling system. Benefits of the resulting settlement include cash payment of up to \$110 or credit certificate of up to \$210 for any impacted individual. Settlement valued at \$16 million.
- *Brown et al. v. Hyundai Motor America, et ano.*, Case. No. 2:18-cv-11249 (D.N.J.) M&R was appointed co-lead class counsel in an action brought arising from Hyundai's alleged manufacture, design, marketing and sale of vehicles with a piston-slap defect. The case settled

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on a class-action basis, and class members were provided with an extended warranty, and reimbursement of expenses.

- *In re National Security Agency Telecommunications Records Litigation*, Case No. 3:06-md-01791 (N.D. Cal.). Represented Sprint subscribers in privacy suit against telecom companies to enjoin the alleged disclosure to the National Security Agency of telephone calling records. Appointed, with co-counsel, interim lead counsel for the Sprint subscriber class in the MDL proceedings. The litigation was ultimately dismissed after Congress granted retroactive immunity to the telecom companies.
- *Wheeler et al. v. Lenovo (United States) Inc.*, Case No. 13-0007150 (D.C. Sup. Ct.) and *Kacsuta v. Lenovo (United States), Inc.*, Case No. 13-00316 (C.D. Cal.). Represented plaintiffs in a class action brought on behalf of purchasers of Lenovo laptops that suffered from Wi-Fi connectivity problems. Served among the Court-appointed class counsel in a nationwide settlement where Lenovo agreed to refund \$100 cash or issue a \$250 voucher (which required no purchase to use) to owners of the laptops.
- *Fath et al. v. Honda North America, Inc.*, Case No. 0:18-cv-01549 (D. Minn.). M&R served on the Plaintiff Steering Committee in this nationwide action arising from Honda's alleged manufacture, design, marketing and sale of vehicles with a fuel dilution defect. The case settled on a class action basis, and class members were provided with an extended warranty, reimbursement of expenses, and a product update where applicable.
- *Washington v. Navy Federal Credit Union*, Case No. 2019 CA 005735 B (D.C. Super. Ct.). Represented a settlement class of individuals whose rights were allegedly violated by Navy Federal Credit Union when they had their vehicles repossessed. The court granted approval of the \$800,000 common fund class action settlement in the Fall of 2020. Each class member received no less than \$748.12.
- *Hill v. County of Montgomery et al.*: Case No.: 9:14-cv-00933 (N.D.N.Y.). M&R served as co-lead counsel in this conditions of confinement civil rights class action for the alleged provision of insufficient sustenance in the Montgomery County Jail in upstate New York. After years of litigation, the case settled on a class action basis for \$1,000,000, providing significant relief to the class of inmates and detainees.
- *Vasquez et al. v. Libre by Nexus, Inc. et al.*: Case No. 4:17- cv-00755 (N.D.Cal.). Represented migrants released from detention who allegedly suffered from unfair and deceptive practices – including having to wear an ankle monitor – by the middleman that arranged for bond to be posted. A nationwide class action settlement has been granted final approval.
- *In re: JUUL Labs, Inc. Products Litigation*, Case No. 3:18-cv-02499 (N.D. Cal.) M&R was appointed as co-lead interim class counsel prior to formation of an MDL in action brought on behalf of a nationwide class arising from marketing and sale of electronic cigarettes by JUUL, the world's largest e-cigarette manufacturer. M&R wrote key aspects of the motion to dismiss

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briefing, which was later relied on in MDL opinions. In the MDL, M&R assisted with class representative discovery.

- *Adeli v. Silverstar Automotive, Inc.*, Case No. 5:17-cv-05224 (W.D. Ark.). M&R was co-lead trial counsel in this individual consumer fraud suit for economic losses that resulted in a trial verdict of over \$5.8 million, the vast majority of which was in punitive damages (judgment later reduced to \$533,622, inclusive of a reduced but sizable punitive damages amount, which was affirmed by the Eighth Circuit Court of Appeals).
- *Bendetowies et al. v. Facebook, Inc.*: Case No. 1:18-cv-06263 (N.D.Cal.). Represented consumers in a class action against Facebook for its failure to exercise reasonable care in securing and safeguarding its account holders' Private Information. Plaintiffs alleged that Facebook's security failures exposed Plaintiffs' and Class members' Private Information to a massive security breach affecting approximately 50 million Facebook users. The failures put Plaintiffs' and Class members' personal and financial information and interests at serious, immediate, and ongoing risk.
- *Sonya O. Carr v. Transit Employee Federal Credit Union*: Case No. 19-cv-005735 (D.C. Super. Ct.). Represented a settlement class of individuals whose rights were allegedly violated by Transit Employee Federal Credit Union when they had their vehicles repossessed. The court granted approval of a \$215,000 common fund class action settlement. Each class member received no less than \$1,000.
- *Matthews v. TCL Communications et al.*, Case No. 3:17-cv-95 (W.D.N.C.). Represented plaintiffs in a class action brought on behalf of purchasers of Alcatel OneTouch Idol 3 smartphones who alleged that a firmware update removed Band 12 LTE functionality from their phones, greatly reducing their functionality. Served as Court-appointed class counsel in a class action settlement which provided class members with either the reinstatement of Band 12 LTE functionality on their phones, or new phones with LTE Band 12 functionality.
- *Snodgrass v. Bob Evans*, Case No. 2:12-cv-768 (S.D. Ohio). Represented Bob Evans' Assistant Managers in a case alleging that Bob Evans, a restaurant chain with hundreds of locations predominantly in the Midwest, had misclassified its Assistant Managers as exempt from federal and state overtime laws. After a landmark ruling on the application of the so-called "fluctuating workweek" method of payment, the lawsuit settled for \$16.5 million. The gross recovery per class member was approximately \$6,380. In issuing its order approving the settlement, the court took special note of the "competence of class counsel in prosecuting this complex litigation."
- *Corbin v. CFRA, LLC*, Case No. 1:15-cv-00405 (M.D.N.C.). Represented 1,520 servers in collective action against major IHOP franchise for wage theft violations, culminating in \$1.725 million settlement.

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- *Craig v. Rite Aid*, Case No. 4:08-CV-2317 (M.D. Pa.). Represented Rite Aid Assistant Managers in a case alleging that Rite Aid had misclassified its Assistant Managers as exempt from federal and state overtime laws. Plaintiffs alleged that their primary duties involved manual labor such as loading and unloading boxes, stocking shelves, cashiering and other duties which are not exempt under federal and state overtime laws. After extensive litigation, the case settled for \$20.9 million, covering over 1,900 current and former assistant store managers. In issuing its order approving the settlement, the court stated that the settlement “represents an excellent and optimal settlement award for the Class Members” resulting from “diligent, exhaustive, and well-informed negotiations.”
- *Pepler, et al. v. Postmates, Inc.*, Case No. 2015 CA 006560 (D.C. Sup. Ct.) and *Singer, et al. v. Postmates, Inc.*, 4:15-cv-01284-JSW (N.D. Cal.). Represented plaintiffs in a wage theft class action against application-based courier startup company, alleging that the couriers were misclassified as independent contractors. M&R was named class counsel in the settlement agreement providing for \$8.75 million in relief to a nationwide class.
- *Bland v. Calfrac Well Services*, Case No. 2:12-cv-01407 (W.D. Pa.). Represented oil field workers in a nationwide collective and class action lawsuit against Defendant Calfrac Well Services for its alleged failure to properly pay overtime to its field operators. After extensive litigation, the case settled for \$6 million, which provided a gross recovery per class member of between \$250 and approximately \$11,500.
- *Nelson v. Sabre Companies LLC*, Case No. 1:15-cv-0314 (N.D.N.Y.). M&R was lead counsel in this nationwide collective action that settled for \$2.1 million on behalf of oil and gas workers for unpaid overtime.
- *Beture v. Samsung Electronics America*, Case No. 17-cv-05757 (D.N.J.). M&R was appointed as co-lead interim class counsel in action brought on behalf of a nationwide class arising from a hardware defect affecting hundreds of thousands of Samsung Galaxy Note 4 smartphones.
- *McFadden et al. v. Microsoft Corporation*, Case No. 2:20-cv-00640 (W.D. Wash.) M&R was appointed as co-lead interim class counsel in an action brought on behalf of a nationwide class arising from a hardware defect affecting Microsoft X-Box video game controllers.
- *Restaino et al. v. Mario Badescu, Inc.*, Case No. MID-L-5830-14 (N.J. Super. Ct.). Represented 36 individuals who had become physically addicted to undisclosed corticosteroids in a purportedly botanical face cream, and sought damages for personal injuries arising from the symptoms of topical steroid withdrawal. After three years of litigation, the case settled for significant relief to the plaintiffs.
- *Walsh et al. v. Globalstar, Inc.*, Case No. 3:07-cv-01941 (N.D. Cal.), represented Globalstar satellite telephone service customers who brought claims that Globalstar knew that it was experiencing failures in its satellite constellation and its satellite service was rapidly deteriorating and was no longer useful for its intended purpose, yet failed to disclose this

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information to its potential and existing customers. Served as Court-appointed class counsel in a nationwide settlement that provided an assortment of benefit options, including, but not limited to, monetary account credits, free minutes, or cash back for returned equipment.

- *Delandro v. County of Allegheny*, Case No. 06-927 (W.D. Pa.). Represented pre-trial detainees who were subjected to unlawful strip searches prior to their admission at Allegheny County Jail, located in Pittsburgh, PA. After winning class certification, partial summary judgment on liability, and an injunction, the case settled for \$3 million.
- *Nnadili v. Chevron*, Case No. 02-1620 (D.D.C.). Represented owners and residents of properties in the District of Columbia that were contaminated with gasoline constituents from leaking underground storage tanks that were installed by Chevron. The plaintiffs, who resided in over 200 properties in the Riggs Park neighborhood of Northeast Washington, D.C., alleged that Chevron's contamination interfered with the use and enjoyment of their property, impacted their property values, constituted a trespass on their land, and caused fear and emotional distress. The United States Environmental Protection Agency conducted an extensive investigation into the contamination. After approximately five years of litigation, the case settled for \$6.2 million.
- *Ousmane v. City of New York*, Case No. 402648/04 (NY Sup. Ct.). Represented New York City Street vendors in a pro bono class action suit against the City of New York for excessive fines and helped secure a settlement with a value of over \$1 million.
- *Stillman v. Staples*, Case No. 07-849 (D.N.J.). Represented Staples Assistant Managers in Fair Labor Standards Act Claims for unpaid overtime. Served as a member of the trial team where the plaintiffs won a nearly \$2.5 million verdict against Staples for unpaid overtime on behalf of 342 sales managers after a six-week jury trial. After the verdict, nearly a dozen wage and hour cases against Staples from across the country were consolidated in a multi-district litigation. Served in a central role in the consolidated litigation, which lasted nearly two years after the *Stillman* verdict. The consolidated litigation ultimately settled for \$42 million.

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ATTORNEYS

Nicholas A. Migliaccio

Nicholas Migliaccio has been practicing for over 20 years and litigates across the firm's practice areas. He has successfully prosecuted numerous noteworthy class and mass action cases over the course of his career, and has been appointed class counsel in both litigation and settlement classes. He has been recognized by his peers as a Superlawyer in 2016 - 2024.

Mr. Migliaccio graduated from the State University of New York at Binghamton in 1997 (B.A., *cum laude* in Environmental Studies and Philosophy) and received his law degree from Georgetown University Law Center in 2001, where he was an Editor of the Georgetown International Environmental Law Review.

Notable Cases Include:

- Representing consumers and patients in several data privacy class action settlements, including in *In re Wright & Filippis, LLC Data Security Breach Litigation*, Case No. 2:22-cv-12908-SFC-EAS (E.D. Mich.) (M&R settlement class counsel); *Limbaugh, et al. v. Norwood Clinic, Inc.*, No. 01-cv-2022900085 (Ala. Cir. Ct.) (M&R settlement class counsel); *McHenry v. Advent Health Partners, Inc.*, No. 3:22-cv-00287 (M.D. Tenn.) (M&R settlement class counsel); *Hoover et al. v. Camping World Group, LLC et al.*, Civil Action No. 2023LA000372 (Il. Cir. Ct.) (M&R settlement class counsel); *Owens, et al. v. US Radiology Specialists, Inc., et al.*, No. 22-cvs-17797 (N.C. Super. Ct.) (M&R settlement class counsel); *Carmack v. Snap-On, Inc.*, No. 2:22-cv-00695-WED (W.D. Wisc.) (M&R settlement class counsel); *Stark, et al. v. Acuity Brands, Inc.*, No. 23-EV-006179H (Ga. Fulton Co.) (M&R settlement class counsel); *Bickham v. Reprosourc Fertility Diagnostics, Inc.*, No. 1:21-CV-11879-GAO (D. Mass.) (M&R settlement class counsel); *Weisenberger v. Ameritas Mutual Holding Co.*, No. 4:21-cv-03156 (D. Neb.) (M&R settlement class counsel, final approval pending); *Salinas et al. v Block, Inc. et al.*, No. 3:22-cv-04823 (N.D. Cal.) (M&R settlement class counsel, final approval pending).
- Represented assistant managers in a Fair Labor Standards Act misclassification case and served as a member of the trial team for a six-week jury trial that resulted in a \$2.5 plaintiffs' verdict. After the verdict, nearly a dozen wage and hour cases against the defendant from across the country were consolidated in a multi-district litigation. Served in a central role in the consolidated litigation, which ultimately settled for \$42 million.
- Represented worker class in wage theft assistant manager misclassification case against national restaurant chain that culminated in a \$16.5 million settlement
- Represented worker class in wage theft rate miscalculation case against multinational fracking company, resulting in \$6 million settlement

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- Represented plaintiffs in a consumer class in defective laptop case against multinational computer manufacturer, resulting in a nationwide settlement where defendant agreed to refund \$100 cash or issue a \$250 voucher (which required no purchase to use) to owners of the laptops.
- Represented pre-trial detainees who were subjected to unlawful strip searches prior to their admission at Allegheny County Jail, located in Pittsburgh, PA. After winning class certification, partial summary judgment on liability, and an injunction, the case settled for \$3 million.
- Represented owners and residents of properties in the District of Columbia that were contaminated with gasoline constituents from leaking underground storage tanks that were installed by a major oil company. The plaintiffs alleged that the contamination interfered with the use and enjoyment of their property, impacted their property values, constituted a trespass on their land, and caused fear and emotional distress. After extensive litigation, the case settled for \$6.2 million.
- Represented New York City street vendors in a pro bono class action suit against the City of New York for excessive fines and helped secure a settlement with a value of over \$1 million.
- Appointed to leadership in recent major data breach cases involving hospitals and health records, including in *In re Netgain Technology, LLC, Consumer Data Breach Litigation*, No. 0:21-cv-01210 (D. Minn.) and in *In re Eskenazi Health Data Incident Litigation*, No. 49D01-2111-PL-038870 (Ind. Sup. Ct.)

Admissions:

- New York
- Washington, D.C.
- United States Court of Appeals for the Third Circuit
- United States Court of Appeals for the Fourth Circuit
- United States Court of Appeals for the Sixth Circuit
- United States District Court for the District of Colorado
- United States District Court for the District of Columbia
- United States District Court for the District of Maryland
- United States District Court for the Eastern District of Michigan
- United States District Court for the Eastern District of New York
- United States District Court for the Northern District of New York
- United States District Court for the Southern District of New York
- United States District Court for the Western District of New York
- United States District Court for the Western District of Pennsylvania

Education:

- Georgetown University Law Center, J.D., 2001
- State University of New York at Binghamton, BA, 1997

Publications and Speaking Engagements:

- Co-authored “Environmental Contamination Treatise: Overview of the Litigation Process,” in R. Simons, Ph.D, *When Bad Things Happen to Good Property* (Environmental Law Institute, 2005).
- Presentation on *The Motor Carrier Act Exception to the FLSA’s Overtime Provisions - 13(b)(1) and the SAFETEA-LU Amendments*, Worker’s Injury Litigation Group / Ohio Association of Justice Meeting, Winter 2014.
- Presentation on *Litigating Fair Labor Standards Act Collective Action Cases*, Worker’s Injury Litigation Group / Ohio Association of Justice Convention, Fall 2011.

Awards:

- SuperLawyers, 2016, 2017, 2018, 2019, 2020, and 2021



Jason S. Rathod

Jason S. Rathod is a founding partner of Migliaccio & Rathod LLP and an accomplished plaintiff-side class action lawyer, particularly in the areas of consumer protection, defective products, and data privacy. Mr. Rathod has been appointed to leadership teams in some of the most high-profile cases in the country. In *In Re: Philips Recalled CPAP, Bi-Level Pap, and Mechanical Ventilator Products Litigation*, he was among a small group of lawyers appointed to the Plaintiffs' Steering Committee and served as the co-chair of the Science and Experts Committee. The case resulted in class action settlements for economic loss and medical monitoring, as well as personal injury claims totaling approximately \$1.7 billion. He was also appointed to serve on a three-person experts committee in the *In Re: Kia Hyundai Vehicle Theft* MDL in which a classwide settlement valued at approximately \$200 million has been reached. Mr. Rathod has been quoted in the national press, including in *The Wall Street Journal* and *Washington Post*. In addition to his consumer protection work, Mr. Rathod also prosecutes wage theft, civil rights, and environmental protection cases.

Mr. Rathod has been recognized as a leader in his field beyond the courtroom. He is the author of several published works, including a law review article on aggregate litigation in poor countries. Another recent law review article that he co-authored, comparing public and private enforcement in the United State and Europe, was cited by the Consumer Financial Protection Bureau in its proposed rule prohibiting class action waivers in the fine print of consumer contracts.

Mr. Rathod graduated from Grinnell College in 2006 (B.A. with honors in Political Science and Religious Studies). After college, he traveled to Fiji, Mauritius, South Africa, Trinidad & Tobago, Guyana, and Suriname on a Watson Fellowship, studying the Indian Diaspora. He graduated law school from the Duke University School of Law in 2010, where he was an Articles Editor of the *Duke Law Journal*. In law school, he also worked for one of the largest labor unions in India - the Self-Employed Women's Association - in public interest litigation on behalf of street vendors seeking an injunction against the city of Ahmedabad for unlawful harassment and evictions.

Notable Cases Include:

- Representing consumers and patients in several data privacy class action settlements, including *In re: Change Healthcare, Inc. Customer Data Security Breach Litigation*, MDL No. 24-3418 DWF-DJF (Dist. Minn.), a data breach affecting millions of individuals; *In re Wright & Filippis, LLC Data Security Breach Litigation*, Case No. 2:22-cv-12908-SFC-EAS (E.D. Mich.) (M&R settlement class counsel); *Limbaugh, et al. v. Norwood Clinic, Inc.*, No. 01-cv-2022900085 (Ala. Cir. Ct.) (M&R settlement class counsel); *McHenry v. Advent Health Partners, Inc.*, No. 3:22-cv-00287 (M.D. Tenn.) (M&R settlement class counsel); *Hoover et al. v. Camping World Group, LLC et al.*, Civil Action No. 2023LA000372 (Il. Cir. Ct.) (M&R settlement class counsel); *Carmack v. Snap-On, Inc.*, No. 2:22-cv-00695-WED (W.D. Wisc.) (M&R settlement class

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counsel); *Stark, et al. v. Acuity Brands, Inc.*, No. 23-EV-006179H (Ga. Fulton Co.) (M&R settlement class counsel); *Bickham v. Reprosorce Fertility Diagnostics, Inc.*, No. 1:21-CV-11879-GAO (D. Mass.) (final approval pending); *Williams v. Monarch*, No. 2023-CVS-105 (N.C. Bus. Ct.) (final approval pending).

- Representing consumers as appointed Co-Lead Counsel in *In re: Snowflake, Inc., Data Security Breach Litigation*, MDL No. 3126, one of the largest data breaches in the country, impacting hundreds of millions of consumers.
- Representing consumers as a member of the court-appointed Plaintiff Steering Committee and serving as the co-chair of the Science and Experts Committee in multidistrict litigation concerning a Fortune 500 corporation's use of a dangerous foam in millions of medical devices, which resulted in settlements for consumers totaling approximately \$1.7 billion (final approval pending on medical monitoring component);
- Representing consumers as a member of the court-appointed Experts Committee in multidistrict litigation concerning the failure to install engine immobilizers in vehicles, resulting in grave risk of vehicle theft. Class settlement has been reached and valued at \$200 million (final approval pending);
- Representing consumer classes in insurance overcharge cases, including by drafting appellate briefs about the propriety of class certification. The Sixth Circuit Court of Appeals affirmed order for the classes 3-0, leading to several multi-million-dollar settlements;
- Representing consumer in consumer fraud trial for economic losses that resulted in verdict for the Plaintiff on all counts and a multimillion dollar punitive damages award (later reduced on remittitur, but still totaling in the hundreds of thousands of dollars and representing a 25:1 ratio of punitive to economic damages);
- Representing consumer class of laptop purchasers against multinational corporation in nationwide class action settlement valued at over \$16 million;
- Representing consumer class of vehicle purchasers and lessees in nationwide class action settlement, following allegations of engine defect;
- Representing consumer class of vehicle purchasers and lessees in nationwide class action settlement, alleging oil dilution defect;
- Representing consumer classes in two cases in D.C. Superior Court arising from the alleged unlawful repossession of vehicles, resulting in classwide settlements with significant pro rata payments and injunctive relief, including debt relief;
- Representing consumer class at trial in product defect class action;
- Representing worker class in wage theft assistant manager misclassification case against national restaurant chain that culminated in a \$16.5 million settlement;
- Representing worker class and collective against multinational startup company for independent contractor misclassification claims, resulting in \$8.75 million settlement;
- Representing worker class in wage theft rate miscalculation case against multinational fracking company, resulting in \$6 million settlement;
- Representing over 1,500 servers in multistate collective action, resulting in \$1.72 million settlement;
- Representing consumer class in defective laptop case against multinational computer manufacturer; and

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- Representing consumer class in defective construction case against multinational home builder, drafting key briefs leading to class certification and maintenance of suit in court, rather than arbitration.
- Receiving appointments to leadership in recent major data breach, including in *Doherty, et al. v. Francesca's Acquisition, LLC*, No. 4:23-cv-03881 (S.D. Tex.); *In re Practice Resources, LLC Data Sec. Breach Litig.*, No. 22-CV-0890 (N.D.N.Y.); *Peterson, et al. v. Vivendi Ticketing US LLC*, No. 2:23-cv-7498 (C.D. Cal.); and in *In re Eskenazi Health Data Incident Litigation*, No. 49D01-2111-PL-038870 (Ind. Sup. Ct.)

Education:

- Duke University School of Law, J.D. 2010
- Grinnell College, B.A., 2006

Admissions:

- Illinois
- Washington, D.C.
- United States Court of Appeals for the District of Columbia Circuit
- United States Court of Appeals for the Second Circuit
- United States Court of Appeals for the Third Circuit
- United States Court of Appeals for the Fourth Circuit
- United States Court of Appeals for the Eighth Circuit
- United States District Court for the District of Columbia
- United States District Court for the District of Maryland
- United States District Court for the District of Nebraska
- United States District Court for the Northern District of Illinois
- United States District Court for the Western District of Pennsylvania
- United States District Court for the District of Colorado
- United States District Court for the Eastern District of Michigan
- United States District Court for the Western District of Michigan

Publications and Speaking Engagements:

- *Arbitration Tactics and Strategy* (July 2020) (CLE presentation), American Association for Justice (“AAJ”)
- *Fighting for Food Policy Progress Across Legal Arenas* (panelist), Food Systems Virtual Summit with CUNY Urban Food Policy Institute (April 2020)
- *Human Capital and Fragmentation* (Nov. 15, 2019) (panelist), ClassCrits Conference
- *Plaintiffs, Procedure & Power* (Nov. 3, 2018) (panelist), ClassCrits Conference
- *DNA Barcoding analysis of seafood accuracy in Washington, D.C. restaurants*, PeerJ (April 25, 2017) (co-authored)
- *The Arc and Architecture of Private Enforcement Regimes in the United States and Europe: A View Across the Atlantic*, 14 U.N.H. L. Rev. 303 (2016) (co-authored)

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- *Trying the Class Action: Practical Tips from the Pros* (AAJ) (June 4, 2015) (panelist)
- *Emerging Markets, Vanishing Accountability: How Populations in Poor Countries Can Use Aggregate Litigation to Vindicate Their Rights*, 24 *Transnat'l L. & Contemp. Probs.* 69 (2014)
- *Note: Not Peace, But a Sword: Navy v. Egan and the Case Against Judicial Abdication in Foreign Affairs*, 59 *Duke L.J.* 595 (2009)

Awards

- SuperLawyers Rising Stars, 2017, 2018, 2019, 2020, 2021, 2022, and 2023
- SuperLawyers 2024, 2025



Randy Chen

Randy Chen is an experienced litigator who prosecutes cases across M&R's areas of practice, including wage theft, consumer protection, and data privacy. Prior to joining M&R, Randy served as the Assistant Chief of the D.C. Office of the Attorney General's Workers' Rights & Antifraud Section. At DCOAG, Randy played a founding role in starting up the office's wage theft enforcement practice—and during his tenure, successfully led the section to recover over \$20M for workers and the District through its enforcement work.

Randy is a graduate of Harvard Law School and Duke University. Before law school, Randy was a public school teacher in Prince George's County, MD.

Education:

- Harvard Law School | J.D., *cum laude* (2014)
- Duke University | B.S., *cum laude* (2008)

Admissions:

- New York State Bar
- District of Columbia Bar

Saran Q. Edwards

Saran Q. Edwards primarily focuses on data privacy cases at M&R, but she also assists in other practice areas. Joining the firm in January 2024, Mrs. Edwards brings with her a diverse legal background and over a decade of civil litigation experience.

Mrs. Edwards graduated *magna cum laude* with a B.A. in Psychology from Temple University in 2005. She went on to earn her juris doctorate from The University of Arizona, James E. Rogers College of Law in 2011. During her time in law school, she honed her legal skills serving as a judicial extern for the Hon. Raner C. Collins in the U.S District Court, District of Arizona, and as a student attorney with the City of Tucson’s Prosecutor’s Office.

Prior to joining M&R, Mrs. Edwards focused on parent-side special education matters in New Jersey, advocating for children with disabilities in public schools. Additionally, she participated in a pending class action lawsuit against the New Jersey Department of Education, pertaining to alleged violations of the Individuals with Disabilities in Education Act (“IDEA”). Mrs. Edwards also litigated open public records act (“OPRA”) cases, and prosecuted discrimination claims in federal and state courts.

Mrs. Edwards began her legal career in Texas, where she concentrated on civil rights litigation, including wrongful death and conditions of confinement cases (regarding pre-trial detainees). It is here where she recognized the importance of ensuring equal access to the civil justice system and dedicated her professional career to advocating for plaintiffs across various facets of the law.

Fancying herself an amateur writer, Mrs. Edwards has also written various blog posts, published several practice points for the America Bar Association, and drafted white papers and presentations for COPAA (Council of Parent Attorneys and Advocates) conferences.

Education:

- University of Arizona, James E. Rogers College of Law, J.D. 2011
- Temple University, B.A. 2005

Admissions:

- New Jersey
- Colorado



Bryan Faubus

Bryan Faubus is Senior Counsel at the firm and litigates cases across the firm's areas of practice including in consumer protection, data breach, and wage theft class actions.

Mr. Faubus received a B.A. in Urban Studies, with Honors, from the University of Texas at Austin in 2005, and a J.D., *cum laude*, from Duke University School of Law, where he was the Online Editor of the Duke Law Journal. Mr. Faubus authored *Narrowing the Bankruptcy Safe Harbor for Derivatives to Combat Systemic Risk*, 59 DUKE L.J. 801 (2010). Prior to joining Migliaccio & Rathod LLP, he practiced commercial litigation and real estate law at two large, international law firms and securities, antitrust, and consumer protection law at a California-based plaintiff's law firm.

Education:

- Duke University School of Law, J.D. 2010
- University of Texas – Austin, B.A. 2005

Admissions:

- New York



Eugenie Montague

Eugenie Montague is Of Counsel to the firm and litigates cases across the firm's areas of practice including in consumer protection, data breach, and wage theft class actions.

Education:

- Duke University School of Law, J.D. 2009
- UC Irvine, Master of Fine Arts, Fiction, 2010
- Colby College, B.A.

Admissions:

- California

Bruno Ortega-Toledo

Bruno Ortega-Toledo began as a paralegal with the firm, handling the day-to-day operations of the office, including talking to clients, drafting motions, and performing legal research. Mr. Ortega is now an attorney pending admission involved in all of the firm's practice areas, from wage & hour cases, consumer protection litigation, to data breach matters. He now contributes to the firm's motions practice by researching legal issues and drafting briefs.

Mr. Ortega-Toledo graduated magna cum laude from George Mason University in 2016 (B.A. with honors in Global Affairs with a Concentration in Global Governance). He graduated law school in 2023 from Antonin Scalia Law School's part-time evening program, where he was a Notes Editor of the National Security Law Journal.

Mr. Ortega's first experience in the legal field was as a Legal Assistant with Hogar Immigrant Services, a Virginia non-profit that offers ESOL classes, citizenship assistance, and immigration legal assistance to the local community. Providing paralegal services at Hogar's monthly citizenship workshops put Mr. Ortega in touch with the aspirations and struggles of the local Hispanic community and motivated him to further involve himself in the study of law.

Education:

- George Mason University, Antonin Scalia Law School, J.D. 2023
- George Mason University, B.A. 2016
- Northern Virginia Community College, A.A. 2014

Awards:

- Global Politics Fellow: Outstanding Fellow Award, GMU 2015
- Peter N. Stearns Award for Global Citizenship, GMU 2016

Admissions:

- District of Columbia



Matthew Smith

Matthew (“Matt”) Smith is Senior Counsel at the firm and litigates in the firm’s consumer protection and civil rights practice areas. He joined M&R after practicing with nationally recognized plaintiffs' firms based in Washington D.C. and the San Francisco Bay Area. Previous successes include an \$18 million trial judgment on behalf of a class of retired steelworkers, as well as contributions to antitrust, civil rights, and employee benefits cases that have resulted in substantial settlements and judgments in favor of the class. After graduating *magna cum laude* from Duke Law School where he was inducted into the honor's society, he clerked for the Hon. Rosemary Barkett on the United States Court of Appeals for the Eleventh Circuit.

Education:

- Duke University School of Law, J.D., *magna cum laude*, Order of the Coif, 2011
 - LLM, International and Comparative Law
 - Notes Editor, Duke Law Journal
- UC Santa Cruz, MA, History of Consciousness
- Columbia University, BA, *cum laude*

Admissions:

- New York
- California



Zachary O. Chambers

Zachary O. Chambers is an attorney at the firm and litigates cases across the firm's areas of practice including in consumer protection, data breach, and wage theft class actions.

Education:

- Indiana University, Robert H. McKinney School of Law, J.D. 2023
- Indiana University, Kelley School of Business, B.S. 2019

Admissions:

- Indiana



Isha Doshi

Isha Doshi is an attorney at the firm and litigates cases across the firm's areas of practice including in consumer protection, data breach, and wage theft class actions.

Education:

- The University of Texas at Austin School of Law, JD 2024
- FLAME University, Pune, India, B.A. 2020

Admissions:

- New York



Jane N. Manwarring

Jane N. Manwarring is an attorney at the firm and litigates cases across the firm's areas of practice including in consumer protection, data breach, and wage theft class actions.

Education:

- American University Washington College of Law, J.D. 2022
- Loyola University Chicago, B.A. 2018

Admissions:

- District of Columbia

Publications and Speaking Engagements:

- *America's New Death Sentence: Lack of Action to Protect Incarcerated People from COVID-19 Amounts to Cruel and Unusual Punishment*, 29 J. Gender Soc. Pol. & L. 495 (2022).

Awards

- Commencement Award: Best Student Work published in the *Journal of Gender, Social Policy & the Law* (2022)



Christopher T. Hadsall

Christopher T. Hadsall is a fellow at the firm and helps to litigate cases across the firm's areas of practice including in consumer protection, data breach, and wage theft class actions.

Education:

- George Mason University, Antonin Scalia Law School, J.D. 2024
- Georgetown University, B.A. 2021

Admissions:

- Virginia

EXHIBIT A

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made and entered into on December 30th, 2025, by and among (1) Settlement Class Representatives, Bruce Riggs (“Riggs” or “Plaintiff Riggs”) and Brett Garrote (“Garrote” or “Plaintiff Garrote”) and together referred to herein as “Plaintiffs,” for themselves individually and on behalf of the Settlement Class (as defined below), and (2) TRISTAR Insurance Group, Inc. (“TRISTAR” or “Defendant”), pertaining to the putative class action lawsuit captioned *Riggs, et al. v. TRISTAR Insurance Group, Inc.*, Case No. CJ-2025-00745, Tulsa County District Court for the State of Oklahoma (the “Action”), subject to preliminary and final Court approval as required by Okla. Stat. tit. 12, § 2023. Settlement Class Representatives Riggs and Garrote, and TRISTAR are collectively referred to herein as the “Parties.” This Settlement Agreement and Release and Exhibits “A” to “F,” attached hereto, are collectively referred to herein as the “Agreement” or the “Settlement Agreement.”

I. RECITALS

WHEREAS, on or about November 10, 2022, TRISTAR discovered unusual activity on its network related to its email system. The investigation determined there was unauthorized access to certain information related to certain TRISTAR customers (the “Data Incident”).

WHEREAS, on February 23, 2024, Plaintiff Riggs filed a class action complaint in the Central District of California asserting claims against TRISTAR arising out of the Data Incident (the “Riggs Action”).

WHEREAS, on April 10, 2024, Plaintiff Garrote filed his action in the Central District of California asserting claims against TRISTAR arising out of the Data Incident (the “Garrote Action”).

WHEREAS, on January 27, 2024, the consolidated Riggs Action and Garrote Action were dismissed by Plaintiffs without prejudice.

WHEREAS, on February 24, 2025, Plaintiffs filed a Consolidated Class Action Complaint, Case No. CJ-2025-00745, in the District Court of Tulsa County for the State of Oklahoma (the “Complaint”).

WHEREAS, TRISTAR denies all material allegations of the Complaint and specifically denies that it is liable or at fault in any way for the Data Incident or that the Settlement Class Representatives or Settlement Class Members are entitled to any relief from TRISTAR.

WHEREAS, in light of the risks, uncertainties, burden, and expense of continued litigation, the Parties now agree to settle the Action in its entirety without any admission of fault or liability by the Parties. The Parties intend this Agreement to bind Settlement Class Representatives, TRISTAR, and all Settlement Class Members who do not timely and properly exclude themselves from the Settlement pursuant to Paragraph 66.

WHEREAS, this Agreement resulted from good faith, arm’s-length settlement negotiations conducted during a full-day and a subsequent half-day mediation session before JAMS

mediator Robert A Myer, Esq. on November 18, 2024, and November 26, 2024. Prior to, during, and after the mediation, the Parties shared information regarding the Data Incident. The Parties also exchanged mediation briefs outlining their positions with respect to liability, damages, and settlement-related issues.

WHEREAS, the above-described information and other information gleaned through investigation and necessary informal discovery enabled Plaintiffs and Class Counsel to make an informed decision about the fairness and adequacy of the Settlement.

WHEREAS, since the Parties reached a settlement in principle, the Parties have engaged in additional confirmatory discovery, including concerning the factors outlined above, which informed the terms of this Settlement.

WHEREAS, the Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant entered into this Agreement to resolve all controversies and disputes arising out of or relating to the Data Incident and the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to their business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any viable defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

II. DEFINITIONS

In addition to the terms defined at various point within this Agreement, the following defined terms apply throughout this Agreement:

1. “Action” means the class action captioned *Riggs and Garrote et al. v. TRISTAR Insurance Group, Inc.*, Case No. CJ-2025-00745 pending in the District Court of Tulsa County for the State of Oklahoma.
2. “Agreement” or “Settlement Agreement” means this Class Action Settlement Agreement, including the Exhibits hereto.
3. “Attorneys’ Fees and Expenses” means such funds as may be awarded by the Court to Class Counsel to compensate Class Counsel for their fees, costs, and expenses in connection with the Action and the Settlement, as described in Paragraphs 97 to 99 of

this Agreement. TRISTAR shall pay all Attorneys' Fees and Expenses separate and apart from any funds available for payment to Settlement Class Members.

4. "California Subclass" means and includes the approximately 16,592 Settlement Class Members who TRISTAR identifies on the Settlement Class list as California residents at the time of the Data Incident.
5. "Claims Deadline" means the last day to submit a timely Claim Form, which is ninety (90) days after the date of the Notice Deadline, and is the last day by which a Claim Form may be submitted to the Settlement Administrator in order to receive Settlement Benefit(s).
6. "Claim Form" or "Claim(s)" means the form that Settlement Class Members must submit by the Claims Deadline to be eligible to receive Settlement Benefits under the terms of the Settlement, substantially in the form attached hereto as Exhibit "A," and which may be modified by agreement of the Parties to meet the requirements of the Settlement Administrator and/or the Court.
7. "Class Counsel" means Nicholas A. Migliaccio, Jason Rathod, and Saran Q. Edwards of Migliaccio & Rathod LLP, and Abbas Kazerounian and Mona Amini of Kazerouni Law Group, APC.
8. "Court" means The District Court of Tulsa County for the State of Oklahoma.
9. "Effective Date" means the date when the Settlement Agreement becomes Final, which is thirty (30) days after the Court's granting of the Final Approval Order, assuming no appeals have been filed. If an appeal is filed, the Effective Date will become 30 days from when the appeal is finalized and a final judgment is entered in this case shall be conditioned on the occurrence of all of the following events: (a) the Court has entered an Order of Preliminary Approval; (b) Defendant has not exercised its option to terminate the Settlement Agreement; (c) the Court has entered Judgment granting final approval to the settlement as set forth herein; and (d) the Judgment has become Final.
10. "Fairness Hearing" means the hearing that is to take place after the entry of the Preliminary Approval Order and after the Notice Date for purposes of: (a) entering the Final Approval Order and Final Judgment and dismissing the Action with prejudice; (b) determining whether the Settlement should be approved as fair, reasonable, and adequate; (c) ruling upon an application for the Service Awards by the Plaintiffs; (d) ruling upon an application by Class Counsel for Attorneys' Fees and Expenses; and (e) entering any final order awarding Attorneys' Fees and Expenses and Service Awards. The Parties shall request that the Court schedule the Fairness Hearing for a date that is in compliance with the provisions of Okla. Stat. tit. 12, § 2023
11. "Final Approval" means the date that the Court enters an order and judgment granting final approval of the Settlement and determines the amount of the Service Awards to be awarded to Plaintiffs, as well as the amount of fees, costs, and expenses to be awarded to Class Counsel (as described in Paragraphs 78 to 82). In the event that the Court issues

separate orders addressing the foregoing matters, then Final Approval means the date of the last of such orders.

12. “Final Order and Final Judgment” means the Court’s order and judgment that the Court enters upon Final Approval, substantially in the form attached hereto as Exhibit “F.” The proposed Final Approval Order shall be in a form agreed upon by the Parties.
13. “Long Form Notice” means the long form notice of settlement, substantially in the form of the document attached hereto as Exhibit “B.”
14. “Non-Profit Residual Recipient” means EPIC, the Electronic Information Privacy Center, a 26 U.S.C. § 501(c)(3) non-profit organization.
15. “Notice” means the form of Court-approved notice of this Agreement that is disseminated to the Settlement Class. The Settlement Class Notice shall consist of the Summary Notice and the Long Form Notice.
16. “Notice Date” means the first date upon which the Notice is disseminated to the Settlement Class Members.
17. “Notice Deadline” means the last day set by this Agreement, which is thirty (30) days after entry of the Preliminary Approval Order issued by the Court or such other date as the Court may order, for the issuance of Notice to the Settlement Class Members.
18. “Notice Program” means the plans and methods for the dissemination of the Notice provided for and agreed to in Section VII of this Agreement.
19. “Objection Deadline” means the last day on which a Settlement Class Member may file an objection to the Settlement or Fee Application, which will be sixty (60) days after the Notice Deadline.
20. “Opt-Out Deadline” means the last day on which a Settlement Class Member may file a request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Deadline.
21. “Out-of-Pocket Expenses,” as referenced in Paragraph 46(a) of this Agreement, means the unreimbursed costs or expenditures incurred by a Settlement Class Member that are fairly traceable to the Data Incident, including any of the following:
 22. Unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of a Settlement Class Member’s Personal Information;
 23. Costs incurred on or after November 4, 2022, associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; and
 24. Other miscellaneous expenses incurred related to the Data Incident, such as notary, fax, postage, copying, mileage, bank fees, cell phone charges (if charged by the minute), data charges (if charged based on the amount of data used), long-distance telephone charges or local travel expenses such as gasoline or rideshare fees.

25. "Personally Identifiable Information" means names, Social Security numbers, and payment card information.
26. "Preliminary Approval Order" means the order preliminarily approving the Settlement and proposed Notice and Notice Program, in the form of the document attached to this Agreement as Exhibit "D."
27. "Released Claims" means the claims described in Section 10 of this Agreement.
28. "Releasing Parties" means (i) Plaintiffs and all Settlement Class Members, (ii) each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entirety, agents, attorneys, (iii) any entities in which a Plaintiff and/or other participating Settlement Class Member has or had a controlling interest or that has or had a controlling interest in him or her, (iv) any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of a Plaintiff and/or any other Settlement Class Member, and all those who claim through them or on their behalf, and (v) the respective past and present directors, governors, executive-committee members, officers, officials, employees, members, partners, principals, agents, attorneys, advisors, trustees, administrators, fiduciaries, consultants, service providers, representatives, successors in interest, assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities identified in (i)-(iv).
29. "Request for Exclusion" is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice.
30. "Service Award Payments" means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in this litigation, which shall not exceed \$2,000 to each Settlement Class Representative, as approved by the Court.
31. "Settlement" means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Agreement including the exhibits hereto.
32. "Settlement Administrator" means the qualified third-party administrator agreed to by the Parties and approved and appointed by the Court in the Preliminary Approval Order to administer the Settlement, including providing the Notice to the Settlement Class.
33. "Settlement Administration Fees" means all charges or costs, including those arising from implementation of the Notice Program, dissemination of the Notice, and administration of the claims and Settlement, invoiced or charged by the Settlement Administrator that the Parties agree were reasonably incurred by the Settlement Administrator in carrying out the duties described in the Settlement Agreement, and such agreement shall not be unreasonably withheld. TRISTAR shall pay all Settlement

Administration Fees separate and apart from any funds available for payment to Settlement Class Members.

34. "Settlement Award" means the settlement award that Settlement Class Members who submit a valid Claim Form will be eligible for, which at the Settlement Class Member's election may consist of reimbursement of Out-of-Pocket Expenses, Lost Time Payment, Alternative Cash Payment, and/or Credit Monitoring Services.
35. "Settlement Benefits" means "Settlement Benefits" means the total value of benefits Settlement Class Members receive pursuant to this Agreement, including non-monetary benefits, Business Practices Changes, and Settlement Administration Fees.
36. "Settlement Class" refers to the approximately 38,037 individuals residing in the United States whose Personally Identifiable Information was compromised in the Data Incident that is the subject of the Notice of Data Incident that Defendant sent to the Settlement Class Representatives and the Settlement Class in substantially the same form on or around February 1, 2024. The Settlement Class specifically excludes: (i) TRISTAR or any related entities, and their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusions from the Settlement Class; (iii) any members of the judiciary who are or have presided over the instant Action and members of their families and staffs; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.
37. "Settlement Class List" means the list generated by TRISTAR containing the last known name, mailing address, and e-mail address, for the approximately 38,037 Settlement Class Members, including the 16,592 members of the California Subclass.
38. "Settlement Class Member" or "Class Member" means all individuals falling within the definition of the Settlement Class and who does not submit a valid and timely Request for Exclusion prior to the Opt-Out Deadline.
39. "Settlement Class Representatives" refer to Bruce Riggs and Brett Garrote.
40. "Settlement Website" means the online website that the Settlement Administrator will establish as soon as practicable following Preliminary Approval, but prior to the commencement of the Notice Program, as a means for Settlement Class Members to obtain notice of and information about the Settlement. The URL of the Settlement Website shall be www.TristarDataSettlement.com.
41. "Summary Notice" means the summary form notice of the Settlement, substantially in the form of the document attached to this Agreement as Exhibit "C."

III. SETTLEMENT CLASS

42. For settlement purposes only, the Parties agree that the Court should certify the Settlement Class Okla. Stat. tit. 12, § 2023(E).

43. If the Settlement Agreement, for any reason, is not finally approved or is otherwise terminated, the Parties will seek in good faith to revise the Agreement as needed to obtain Court approval, provided, however, that no party may use subsequent legal developments or other intervening events, other than the decision(s) denying or reversing approval of the Agreement, as justification for renegotiating the settlement. Failing this, the Parties will be restored to their respective places in the litigation. At that point, TRISTAR reserves the right to assert any and all objections and defenses to certification of a class, and neither the Settlement Agreement nor any Order or other action relating to the Settlement Agreement shall be offered by any person as evidence in support of a motion to certify a class for a purpose other than settlement.
44. For settlement purposes only, Class Counsel shall seek, and TRISTAR shall not oppose, the appointment of Class Counsel as Settlement Class Counsel, and appointment of Bruce Riggs and Brett Garrote as the Settlement Class Representatives. The Settlement Class Representatives will move for certification of the Settlement Class contemporaneously with their motion for preliminary approval of the Settlement. TRISTAR agrees not to contest certification of the Settlement Class pursuant to the terms of this Settlement Agreement.
45. Plaintiffs will move to be appointed Settlement Class Representatives, and Jason S. Rathod, Nicholas A. Migliaccio, and Saran Q. Edwards of Migliaccio & Rathod LLP and Abbas Kazerounian and Mona Amini of Kazerouni Law Group, APC, will move to be appointed as Class Counsel.

IV. SETTLEMENT BENEFITS, TERMS, AND PROCEDURE

46. Payments. All Settlement Class Members who submit a valid, complete, and timely Claim using the Claim Form, which is attached as Exhibit A to this Settlement Agreement, are eligible to for the following Settlement Awards:
 - a. Out-of-Pocket Expenses Payment. Up to \$500 for each Settlement Class Member who, under penalty of perjury and with accompanying documentation, claims unreimbursed Out-of-Pocket Expenses as a result of TRISTAR's Data Incident.
 - b. Lost Time Payment: Up to \$100 for each Settlement Class Member who submits a claim for reimbursement for lost time (reimbursed at \$25 per hour and up to \$100 in total). Settlement Class Members may submit claims for lost time with an attestation under penalty of perjury that they spent the claimed time addressing issues raised by the Data Incident and attesting to their hourly rate.
 - c. Extraordinary Loss Payment. Up to \$5,000 for each Settlement Class Member who has suffered an instance of identity theft or fraud and who submits a claim, under penalty of perjury, with accompanying documentation, verifying an Extraordinary Loss as a result of the Data Incident.
 - d. Alternative Cash Payment. In lieu of the above Payments in Paragraph 46(a)-(c), Settlement Class Members in the California Subclass can elect to receive an

Alternative Cash Payment of \$100 and non-California Subclass Settlement Class Members can alternatively elect to receive an Alternative Cash Payment of \$40.

- e. Settlement Class Members who submit a claim for Out-of-Pocket Expenses Payment, Lost Time Payment, Extraordinary Loss Payment, or Alternative Cash Payment, can also elect to receive Credit Monitoring Services, pursuant to Paragraph 49 below.

47. Aggregate Cap on Claims Awards. Settlement Awards under Paragraph 46 shall be capped at \$1,000,000.00 in the aggregate. If the total amount of Claims made by Settlement Class Members exceeds the \$1,000,000.00 aggregate cap, Approved Claims will be subject to a pro rata reduction such that the total amount of Claims made does not exceed the \$1,000,000.00 aggregate cap.
48. Assessing Claims for Out-of-Pocket Expenses. The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall determine, in accordance with the terms and conditions of the Settlement Agreement, whether and to what extent documentation for losses reflects valid losses actually and reasonably incurred and, for losses of the kind described in Paragraph 46(a)-(c) of this Agreement, reflects losses that are fairly traceable to the Data Incident, but may consult with Class Counsel and TRISTAR's Counsel in making individual determinations. In assessing what qualifies as "fairly traceable," the Settlement Administrator will consider whether the timing of the loss occurred in or after November 4, 2022; and (ii) services incurred to address identity theft or fraud on or after the documented fraudulent transaction (so long as that transaction occurred on or after November 4, 2022) shall be presumed "reasonably incurred." The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.
49. Credit Monitoring Services. All Settlement Class Members shall be eligible to receive up to three (3) years of triple bureau credit monitoring services provided by Identity Theft Guard Solutions, Inc. d/b/a IDX. Credit monitoring services include monitoring and alerts from all three credit bureaus, CyberScan dark web monitoring, fully managed fraud assistance and identity restoration, a \$1,000,000 insurance reimbursement policy, lost wallet assistance, and member advisory services to provide assistance in implementing further protections, including freezing and unfreezing credit
50. Business Practices Changes. TRISTAR represents that it has already taken, and will continue to implement, numerous measures to further enhance its data security, including but not limited to enhancements in data management, identity protection, cloud security and threat detection capabilities, which are estimated to have cost TRISTAR \$150,000 ("Business Practices Changes"). The costs paid by TRISTAR for such Business Practices Changes are separate and apart from any funds provided by TRISTAR for Settlement Awards made available to Settlement Class Members.

51. Disbursement. The Settlement Administrator shall be responsible for all disbursements of the Settlement benefits.
52. Timing of Settlement Payments. Payments for Approved Claims shall be issued in the form of a check mailed and/or an electronic payment as soon as practicable after the allocation and distribution of funds are determined by the Settlement Administrator following the Effective Date, but no later than seventy-five (75) days after the Effective Date. Settlement Award checks shall bear in the legend that they expire if not negotiated within one hundred and eighty (180) days of their date of issue and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time. Upon request of a Settlement Class Member, the Settlement Administrator may re-issue a check for up to an additional 90-day period following the original 180-day period. Any reissued Settlement Award checks issued to Settlement Class Members shall remain valid and negotiable for ninety (90) days following the original 180-day period and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.
53. Returned Settlement Award Checks. For any Settlement Award checks returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make a reasonable attempt to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Settlement Class Member to obtain updated address information. Any replacement Settlement Award checks issued to Settlement Class Members shall remain valid and negotiable for ninety (90) days from the date of their issuance and may thereafter automatically be voided if not cashed by the Settlement Class Members within that time. The funds remaining from the returned or uncashed Settlement Award checks shall be distributed to an agreed-upon Non-Profit Residual Recipient as *cypres* and will not revert to TRISTAR.
54. Deceased Class Members. If the Settlement Administrator is notified within 180 days of the date of issue of a check that a Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Award check to the Settlement Class Member's estate upon receiving proof the Settlement Class Member is deceased and after consultation with Class Counsel and TRISTAR's Counsel. Any replacement Settlement Award checks issued to the Settlement Class Member's estate shall remain valid and negotiable for ninety (90) days from the date of their issuance and may thereafter automatically be canceled if not cashed within that time.
55. Submission of Electronic and Hard Copy Claims. Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline in order to be valid.

V. PRELIMINARY APPROVAL

56. Upon execution of this Agreement by the Parties, Class Counsel shall promptly move the Court to enter an Order substantially in the form of the Preliminary Approval Order. The motion for preliminary approval shall request, among other things set forth in the Preliminary Approval Order, that the Court: (i) preliminarily approve the terms of the Settlement as within the range of fair, adequate, and reasonable; (ii) provisionally certify the Settlement Class pursuant to Okla. Stat. tit. 12, § 2023(E) for settlement purposes only; (iii) approve the Notice Program set forth herein and approve the form and content of the Notice; (iv) approve the procedures set forth in Section VII for Settlement Class Members to exclude themselves from the Settlement Class or to object to the Settlement; (v) stay all proceedings in this matter unrelated to the Settlement pending Final Approval of the Settlement; (vi) stay and/or enjoin, pending Final Approval of the Settlement, any actions brought by Settlement Class Members concerning a Released Claim; and (vii) schedule a Fairness Hearing for a time and date convenient for the Court.

VI. SETTLEMENT ADMINISTRATOR

57. The Settlement Administrator shall perform the functions specified for the Settlement Administrator in this Agreement and in the Declaration of the Settlement Administrator attached hereto as Exhibit "E," including, but not limited to, overseeing administration of the Settlement Fund; providing E-mail Notice and Mail Notice to Settlement Class Members as described in Section VII of this Agreement; effecting the Notice Plan; establishing and operating the Settlement Website and a toll-free number; administering the Claims processes; and distributing cash payments according to the processes and criteria set forth herein.
58. TRISTAR shall pay for the Settlement Administrator's Fees, including, without limitation, Notice of the Settlement to Settlement Class Members, costs incurred locating Settlement Class Members, determining the eligibility of any person to be a Settlement Class Member, administering and processing Settlement Class Member claims and Claim Forms, and administering, calculating, and distributing claims awards to Settlement Class Members. Settlement Administrator Fees also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement. The Settlement Administrator's Fees shall be paid to the Settlement Administrator as set forth in this Agreement separate and apart from the funds available for payment to Settlement Class Members.

VII. NOTICE, OPT-OUTS, AND OBJECTIONS

59. Upon entry of the Preliminary Approval Order, the Settlement Administrator will implement the Notice Program provided herein, using the forms of Notice approved by the Court in the Preliminary Approval Order.

60. Notice of the Settlement to the Settlement Class Members shall comply with Okla. Stat. tit. 12, § 2023(C) and any other applicable statute, law, or rule, including but not limited to, the Due Process Clause of the United States Constitution.
61. Notice of the Settlement shall be provided to Settlement Class Members pursuant to the methods ordered by the Court and set forth herein.
62. No later than ten (10) business days after entry of the Preliminary Approval Order, TRISTAR shall provide the Settlement Administrator with the Settlement Class List containing the name and postal address, that TRISTAR has in its possession for each Settlement Class Member.
63. Prior to the Notice Date, the Settlement Administrator shall establish the Settlement Website at www.TristarDataSettlement.com that will inform Settlement Class Members of the terms of this Agreement, their rights, dates and deadlines and related information, including periodic updates, a list of important dates, hyperlinked access to this Agreement, the Long Form Notice and Summary Notice, any motion seeking Final Approval of this Agreement, any motion for an award of Attorneys' Fees and Expenses and Service Awards, the order preliminarily approving this Settlement, the Claim Form, the Complaint, and such other documents as Class Counsel and TRISTAR agree to post or that the Court orders posted on the Settlement Website. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall remain operational until at least 60 days after the Effective Date. The Settlement Website shall also make the Claim Form available for download.
64. The Long Form Notice shall be in a form substantially similar to the document attached to this Agreement as Exhibit "B" and shall comport with the following:
65. *General Terms:* The Long Form Notice shall contain a plain and concise description of the nature of the Action and the proposed Settlement, including information on the definition of the Settlement Class, the identity of Settlement Class Members, how the proposed Settlement would provide relief to Settlement Class Members, the date upon which the Fairness Hearing will occur, the address of the Settlement Website at which Settlement Class Members may access this Agreement and other related documents and information, what claims are released under the proposed Settlement, and other relevant information.
66. *Opt-Out Rights:* The Long Form Notice shall inform Settlement Class Members that they have the right to opt-out or request exclusion from the Settlement. The Long Form Notice shall provide the deadlines and procedures for exercising this right.
67. *Objection to Settlement:* The Long Form Notice shall inform Settlement Class Members of their right to object to the proposed Settlement and appear at the Fairness Hearing. The Long Form Notice shall provide the deadlines and procedures for exercising these rights.

68. *Fees and Expenses:* The Long Form Notice shall inform Settlement Class Members of the maximum amounts to be sought by Class Counsel as Attorneys' Fees and Expenses and the individual Service Awards to Plaintiffs.
69. *Claim Form:* The Long Form Notice shall describe the Claim Form and shall inform the Settlement Class Members of (i) the criteria to be used to determine which payment the Settlement Member may select; and (ii) that in order to claim any payment pursuant to the Settlement, the Settlement Class Member must fully complete and timely submit the Claim Form prior to the Claim Deadline.
70. The Settlement Administrator shall make available a live operator to answer calls during regular business hours.
71. Within ten (10) days after the entry of the Preliminary Approval Order and to be substantially completed no later than the Notice Deadline, and subject to the requirements of this Agreement and the Preliminary Approval Order, the Parties shall coordinate with the Settlement Administrator to provide Notice pursuant to the Notice Program as follows:
72. The Settlement Administrator shall send the Summary Notice via U.S. Mail Notice to all such Settlement Class Members for whom TRISTAR can ascertain a mailing address from its records with reasonable effort. For any Mail Notices that are returned undeliverable with forwarding address information, the Settlement Administrator shall (a) re-mail the Summary Notice to the updated address as indicated, and (b) email the Summary Notice if TRISTAR has a valid email address for that Settlement Class Member. For any U.S. Mailed Summary Notices that are returned undeliverable without forwarding address information, the Settlement Administrator shall use reasonable efforts to identify updated mailing addresses (such as running the mailing address through the National Change of Address Database) and (a) re-mail the Summary Notice to the extent an updated address is identified, and (b) email the Summary Notice if TRISTAR has a valid email address for that Settlement Class Member. The Settlement Administrator need only make one attempt to re-mail any Summary Notices that are returned as undeliverable.
73. On or before the Notice Date, the Long Form Notice will be published on the Settlement Website, as specified in the Preliminary Approval Order and as set forth in the Declaration of the Settlement Administrator, attached hereto as Exhibit E."
74. The Internet URL address of the Settlement Website will be provided in the Long Form Notice and the Summary Notice.
75. Requesting Exclusion: Settlement Class Members may elect to opt out of or request exclusion from the Settlement, relinquishing their rights to submit a Claim Form for Settlement Benefits available hereunder. The Notice shall include a procedure for Settlement Class Members to exclude themselves from the Settlement Class by notifying the Settlement Administrator in writing of the intent to exclude himself or herself from the Settlement Class. Settlement Class Members who opt out of the Settlement will not

release their claims pursuant to this Agreement. Such written notification must be postmarked no later than the Opt-Out Deadline, as specified in the Notice. The written notification must include the individual's name and address; a statement that he or she wants to be excluded from the Action; and the individual's signature. The notice of exclusion must also clearly manifest the individual's intent to be excluded from the Settlement Class. The Settlement Administrator shall provide the Parties with copies of all opt-out notifications, and a final list of all who have timely and validly excluded themselves from the Settlement Class, which Class Counsel may move to file under seal with the Court no later than fourteen (14) days prior to the Fairness Hearing. Any Settlement Class Member who does not timely and validly exclude themselves prior to the Opt-Out Deadline shall be bound by the terms of the Settlement.

76. Objections: The Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or to Class Counsel's application for Attorneys' Fees and Expenses. Any written objection to the Settlement must (i) be submitted to the Court by filing the written objection through the Court's Case Management/Electronic Case Files ("CM/ECF") system, or by mailing the written objection to the Clerk of Court, or by filing the written objection in person at any location of the Court; and (ii) be mailed first class postage prepaid to Class Counsel and TRISTAR's counsel and filed or postmarked no later than the Objection Deadline, as specified in the Notice. For an objection to be considered by the Court, the objection must also set forth:
- a. the case name and number of the Action;
 - b. the objector's full name, address, email address, and telephone number;
 - c. an explanation of the basis upon which the objector claims to be a Settlement Class Member;
 - d. all grounds for the objection, accompanied by any legal support for the objection;
 - e. 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, the fee application, or the application for Service Awards;
 - f. the identity of all counsel representing the objector who will appear at the Fairness Hearing;
 - g. any and all agreements that relate to the objection or the process of objecting, whether written or verbal, between objector or objector's counsel and any other person or entity;
 - h. a list of any persons who will be called to testify at the Fairness Hearing in support of the objection;
 - i. a statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; and

- j. the objector's signature on the written objection (an attorney's signature is not sufficient).
77. Within seven (7) days after the Notice Deadline, the Settlement Administrator shall provide Class Counsel and TRISTAR with one or more affidavits confirming that the Notice Program was completed in accordance with the terms of this Agreement, the Parties' instructions, and the Court's approval. Class Counsel shall file such affidavit(s) with the Court as an exhibit to or in conjunction with Settlement Class Representative's motion for final approval of the Settlement.

VIII. FAIRNESS HEARING, FINAL APPROVAL ORDER, AND JUDGMENT

78. Settlement Class Representatives' motion for preliminary approval of the Settlement will include a request to the Court for a scheduled date on which the Fairness Hearing will occur.
79. By no later than thirty (30) days prior to the Objection Deadline, Plaintiffs shall file a motion for final approval of the Settlement and a motion for Attorneys' Fees and Expenses and for Service Awards.
80. By no later than seven (7) days prior to the Fairness Hearing, the Parties shall file responses, if any, to any objections, and any replies in support of final approval of the Settlement and/or Class Counsel's application for Attorneys' Fees and Expenses and for Service Awards.
81. At the Fairness Hearing, the Court will consider Settlement Class Representatives' motion for Final Approval of the Settlement, and Class Counsel's application for Attorneys' Fees and Expenses and for Service Awards. In its discretion, the Court also may hear argument at the Fairness Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to the application for Attorneys' Fees and Expenses and for Service Awards, provided the objectors filed timely objections that meet all of the requirements listed in Paragraph 67 above.
82. At or following the Fairness Hearing, the Court will determine whether to enter the Final Approval Order granting final approval of the Settlement, and whether to approve Class Counsel's request for Attorneys' Fees and Expenses and for Service Awards. The proposed Final Order and Final Judgment, in a form agreed upon by the Parties, shall, among other things:
 - a. Determine that the Settlement is fair, adequate, and reasonable;
 - b. Finally certify the Settlement Class for settlement purposes only;
 - c. Determine that the Notice provided satisfied Due Process requirements;
 - d. Dismiss the Action with prejudice;
 - e. Bar and enjoin the Releasing Parties from asserting any of the Released Claims, including during the pendency of any appeal from the Final Approval Order;

- f. Release TRISTAR and the Released Parties from the Released Claims, as set forth in Section X; and
- g. Reserve the Court's continuing and exclusive jurisdiction over TRISTAR and all Settlement Class Members (including all objectors) to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

IX. SETTLEMENT ADMINISTRATION

- 83. The Settlement Administrator shall administer and calculate the Claims submitted by Settlement Class Members and give reports to Class Counsel and TRISTAR as to both claims and distributions. Class Counsel and TRISTAR have the right to review and obtain supporting documentation and challenge those reports if they believe them to be inaccurate or inadequate. All Settlement Claims agreed to be paid in full or in part by TRISTAR shall be deemed valid up to the amount paid.
- 84. Within thirty (30) days after the Settlement Administrator has received all Claims and made a final determination as to the amount to be paid for all approved Claims, the Court has approved distribution of the settlement payments and benefits under this Agreement, and neither party maintains any challenge to payment of any Claim, the Settlement Administrator will notify TRISTAR in writing of the dollar amount necessary to pay all approved Claims, as calculated consistent with Paragraphs 57 to 58 above. TRISTAR will fund the Settlement and submit such amount to the Settlement Administrator within thirty (30) days of such written notification.
- 85. All Settlement Class Members who fail to submit a valid and timely Claim for any Settlement Benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any Settlement Award payments or Settlement Benefits pursuant to the Settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein, and the Final Order and Final Judgment.
- 86. No person shall have any claim against the Settlement Administrator, Released Persons, Class Counsel, TRISTAR, TRISTAR's Counsel, and/or the Settlement Class Representatives based on distributions of benefits to Settlement Class Members.

X. RELEASES

- 87. Upon the Effective Date, and in consideration of the Settlement Benefits described herein, the Releasing Parties, each on behalf of themselves individually and on behalf of their respective heirs, assigns, beneficiaries, and successors, shall automatically be deemed to have fully and irrevocably released and forever discharged TRISTAR and each of its present and former parents, subsidiaries, successors, and assigns, and the present and former directors, officers, employees, agents, members, managers, attorneys, successors and assigns of each of them (collectively the "Released Parties"), of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages,

penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort, or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to the Data Incident and the allegations, facts, and/or circumstances described in the Action and/or Complaint, including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of (1) the alleged unauthorized access to, theft, exposure, or disclosure of Settlement Class Members' Personal Information; (2) the maintenance and storage of Settlement Class Members' Personal Information; (3) TRISTAR's information security policies and practices; (4) TRISTAR's notice of the Data Incident to any Settlement Class Member; and (5) policies and procedures otherwise related to the Data Incident (the "Released Claims").

- 88.** For the avoidance of doubt, the Released Claims include any claims that a Releasing Party may have under the law of any jurisdiction, including, without limitation, those arising under state or federal law of the United States; causes of action under the common or civil laws of any state in the United States, including but not limited to: unjust enrichment, negligence, breach of contract, breach of implied contract, breach of fiduciary duty, breach of implied covenant of good faith and fair dealing, misrepresentation (whether fraudulent, negligent, or innocent), fraudulent concealment or nondisclosure, invasion of privacy, public disclosure of private facts, and misappropriation of likeness and identity; any causes of action based on privacy rights provided for under the constitutions of the United States or of any states in the United States; and also including, but not limited to, any and all claims in any state or federal court of the United States, for damages, injunctive relief, restitution, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit or financial account monitoring services, identity theft insurance, the creation of a fund for future damages, statutory penalties, restitution, the appointment of a receiver, and any other form of relief. The Released Claims do not include any claims arising from or relating to any conduct by TRISTAR after the date the Agreement is executed.
- 89.** As of the Effective Date, the Releasing Parties will be deemed to have completely released and forever discharged the Released Parties and Class Counsel from and for any and all liabilities, claims, cross-claims, causes of action, rights, actions, suits, debts, liens, contracts, agreements, damages, costs, attorneys' fees, losses, expenses, obligations, or demands, of any kind whatsoever, whether known or unknown, existing or potential, or suspected or unsuspected, whether raised by claim, counterclaim, setoff, or otherwise, including any known or unknown claims, which they have or may claim now or in the future to have, relating to the institution, prosecution, or settlement of the Action.
- 90.** This Agreement shall be the sole and exclusive remedy for any and all Released Claims of the Settlement Class Members. Upon entry of the Final Order and Final Judgment, the Releasing Parties shall be enjoined from asserting, suing on, continuing, pursuing, maintaining, prosecuting, or enforcing any claim they have released in the preceding

paragraphs in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Order and Final Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

91. Individuals in the Settlement Class who opt-out of the Settlement prior to the Opt-Out Deadline do not release their individual claims and will not obtain any benefits under the Agreement.
92. With respect to the Released Claims, Plaintiffs and Settlement Class Members understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs and Settlement Class Members took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiffs and Defendants with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Consequently, Plaintiffs and the Settlement Class Members shall be deemed to have, and by operation of the Settlement shall have, waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code (to the extent it is applicable, or any other similar provision under federal, state or local law to the extent any such provision is applicable), which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

93. Plaintiffs or Settlement Class Members may hereafter discover facts other than or different from those that he or she knows or believes to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may change. Nonetheless, each of those individuals agrees that, as of the Effective Date, he or she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement. Further, each of those individuals agrees and acknowledges that he or she shall be bound by this Agreement, including by the release herein and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he or she never receives actual notice of the Settlement and/or never receives a Cash Payment from the Settlement.

94. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

XI. ATTORNEYS' FEES AND SERVICE AWARDS

95. Service Awards. Class Counsel will ask the Court to approve, and TRISTAR will not oppose, Service Awards not to exceed \$4,000.00. Specifically, Plaintiff Riggs and Plaintiff Garrote will each receive \$2,000 to compensate them for their efforts in the Litigation and commitment on behalf of the Settlement Class ("Service Awards"). The application for the Service Awards will be filed at least thirty (30) days prior to the Objection Deadline. Any payment made by TRISTAR for the Service Awards will be made separate and apart from the funds available for payment to Settlement Class Members.
96. Payment of the Service Awards. The payment of the Service Awards shall be made via wire to the Settlement Administrator within fourteen (14) days of the Effective Date. The Settlement Administrator shall be solely responsible for allocating the Service Awards and issuing any documentation required for tax purposes, as such, TRISTAR shall have no responsibility for distribution of the Service Awards to the Class Representatives.
97. Attorneys' Fees and Expenses. Class Counsel will make their application for Attorneys' Fees and Expenses at least thirty (30) days before the Objection Deadline. Class Counsel agree not to seek an award of Attorneys' Fees and Expenses in excess of \$450,000, and in no event will TRISTAR be required to pay Class Counsel more than \$450,000.00. TRISTAR agrees not to oppose the request if the total amount requested does not exceed \$450,000.00. Any payment made by TRISTAR for Attorneys' Fees and Expenses will be made separate and apart from the funds available for payment to Settlement Class Members.
98. The payment of the Attorneys' Fees and Expenses shall be made via wire to Class Counsel within fourteen (14) days of the Effective Date pursuant to the payment instructions provided by Class Counsel. TRISTAR and the Settlement Administrator shall have no responsibility for the distribution of the Attorneys' Fees and Expenses.
99. In the event the Court declines to approve, in whole or in part, the payment of Attorneys' Fees and Expenses or Service Awards in the amounts that Class Counsel requests, the remaining provisions of this Agreement shall remain in full force and effect. The finality or effectiveness of the Settlement will not be dependent on the Court awarding to Class Counsel any particular amount of their fee request, or to Class Representatives the Service Awards, and shall not alter the Effective Date. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of

Attorneys' Fees and Expenses or Service Awards shall constitute grounds for cancellation of, termination of, or withdrawal from this Agreement.

XII. NO ADMISSION OF LIABILITY

- 100.** Class Counsel and Settlement Class Representatives believe that the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the likelihood that Class Members would not pursue individual litigation to protect their privacy interests and to seek redress for violations of their interests, particularly considering the costs of pursuing such litigation, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, including certification of a class and upholding certification on appeal, the delay in providing benefits to the Class in the event that this Litigation was not settled, and the likelihood of success on the merits of the Action. Class Counsel and Settlement Class Representatives have concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.
- 101.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.
- 102.** TRISTAR has denied and continues to deny each of the claims and contentions alleged in the Complaint. TRISTAR disputes the claims alleged in the Action and does not, by this Agreement or otherwise, admit any liability or wrongdoing of any kind. TRISTAR has agreed to enter into this Agreement solely to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Action.
- 103.** Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Settlement Class Representatives or Settlement Class Members, or of any claims, rights, objections, and defenses, including objections to jurisdiction, of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission, or wrongdoing or liability, of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency or other tribunal.

XIII. MISCELLANEOUS.

- 104.** Recitals. The Parties agree that the recitals are contractual in nature and form a material part of this Agreement.

105. Singular and Plurals. As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates.
106. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.
107. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.
108. Obligation To Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.
109. Extensions of Time. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.
110. Integration and No Reliance. This Agreement (along with any Exhibits attached hereto) constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof.. No covenants, agreements, representations, or warranties of any kind have been made by any Party, except as provided herein.
111. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.
112. Governing Law. The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Oklahoma, without regard to the principles thereof regarding choice of law.
113. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of an Adobe PDF shall be deemed an original.
114. Jurisdiction. The Court shall retain jurisdiction over the interpretation, implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

115. Notices. All notices to Class Counsel provided for herein shall be sent by mail to:

Migliaccio & Rathod LLP
412 H St NE, Suite 302
Washington, DC 20002

and

Kazerouni Law Group, APC
245 Fischer Avenue, Unit D1
Costa Mesa, California 92626

All notices to TRISTAR provided for herein shall be sent by mail to:

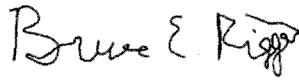
James Monagle
Mullen Coughlin LLC
500 Capitol Mall, Suite 2350
Sacramento, CA 95814

- 116.** The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program
- 117. Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.
- 118. No Construction Against Drafter.** This Agreement shall be deemed to have been drafted by the Parties and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement.
- 119. Headings.** The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this document.

The Parties believe that this Agreement is a fair, adequate, and reasonable settlement of the Action, and they have arrived at this Settlement through arms-length negotiations, taking into account all relevant factors, present and potential.

IN WITNESS WHEREOF, the Parties hereto, and intending to be legally bound hereby, have duly executed this Agreement as of the date first set forth above.

AGREED TO AND ACCEPTED:



Bruce Riggs

11/03/2025

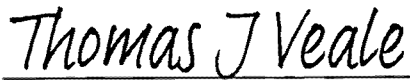
Date



Brett Garrote

12/30/2025

Date



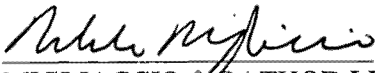
Thomas J Veale (Nov 20, 2025 09:07:54 PST)

TRISTAR Insurance Group, Inc.

Nov 20, 2025

Date

APPROVED AS TO FORM:



MIGLIACCIO & RATHOD LLP

Counsel for Plaintiffs and the Settlement Class

11/20/25

Date



KAZEROUNI LAW GROUP, APC

Counsel for Plaintiffs and the Settlement Class

Date



MULLEN COUGHLIN, LLC

Counsel for Defendant

TRISTAR Insurance Group, Inc.

November 20, 2025

Date

EXHIBIT A

Your claim must be submitted online or postmarked by: Month dd, yyyy

Riggs, et al. v. TRISTAR Insurance Group, Inc. Case No.
CJ-2025-00745
Tulsa County District Court, State of Oklahoma
CLAIM FORM

**TRISTAR
CLAIM**

GENERAL INSTRUCTIONS

You are a member of the Settlement Class and eligible to submit a Claim Form if:

You are an individual residing in the United States whose Personally Identifiable Information was compromised in the Data Incident and to whom TRISTAR sent a Notice of Data Incident on or around February 1, 2024.

The Settlement Benefits

Out-of-Pocket Expenses Payment. Settlement Class Members are eligible to receive reimbursement for documented out-of-pocket expenses, if not already reimbursed through any other source and incurred as a result of the Data Incident, not to exceed \$500 per Settlement Class Member.

Settlement Class Members must submit documentation supporting their Out-of-Pocket Expenses Payment claims. This can include receipts or other documentation not “self-prepared” by the claimant that document the costs incurred. “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.

Lost Time Payment. Settlement Class Members are eligible to recover up to \$100 (reimbursed at \$25 per hour and up to \$100 in total). To claim this benefit, Settlement Class Members must attest under penalty of perjury that they spent the claimed time addressing issues raised by the Data Incident and attest to their hourly rate.

Extraordinary Loss Payment. Settlement Class Members are also eligible to recover up to \$5,000 if the Settlement Class Member suffered an instance of identity theft or fraud. To claim this benefit, Settlement Class Members must submit a claim, under penalty of perjury, with accompanying documentation, verifying an Extraordinary Loss as a result of the Data Incident.

Settlement Class Members must submit documentation supporting their Extraordinary Loss Payment claims. This can include receipts or other documentation not “self-prepared” by the claimant that document the costs incurred. “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.

Alternative Cash Payment. In lieu of the above payments, Settlement Class Members in the California Subclass can elect to receive an Alternative Cash Payment of \$100 and non-California Subclass Settlement Class Members can alternatively elect to receive an Alternative Cash Payment of \$40. No documentation is required to make this claim.

If the total amount of Claims made by Settlement Class Members exceeds the \$1,000,000.00 aggregate cap, Approved Claims will be subject to a pro rata reduction such that the total amount of Claims made does not exceed the \$1,000,000.00 aggregate cap.

Credit Monitoring. In addition, all Settlement Class Members are eligible to claim three (3) years of triple bureau Credit Monitoring Services.

This Claim Form may be submitted electronically *via* the Settlement Website at www.TristarDataSettlement.com or completed and mailed, including any supporting documentation, to: TGI Data Settlement, Attn: Claim Forms, PO Box XXXX, Baton Rouge, LA 70821.

QUESTIONS? VISIT WWW.TRISTARDATASETTLEMENT.COM OR CALL TOLL-FREE 1-XXX-XXX-XXXX

Your claim must be submitted online or postmarked by: Month dd, yyyy

Riggs, et al. v. TRISTAR Insurance Group, Inc. Case No. CJ-2025-00745
Tulsa County District Court, State of Oklahoma
CLAIM FORM

TRISTAR CLAIM

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

<input type="text"/>		<input type="text"/>	
First Name		Last Name	
<input type="text"/>			
Street Address			
<input type="text"/>	<input type="text"/>	<input type="text"/>	
City	State	Zip	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Email Address	Telephone Number	Settlement Claim ID	

II. OUT-OF-POCKET EXPENSES PAYMENT

Check this box if you are requesting compensation for an **Out-of-Pocket Expenses Payment** up to a total of \$500.00.

You must submit supporting documentation demonstrating actual, unreimbursed Out-of-Pocket Expenses as a result of TRISTAR's Data Incident.

Complete the chart below describing the supporting documentation you are submitting.

Description of Documentation Provided	Amount
Example: Receipt for credit repair services	\$100
TOTAL AMOUNT CLAIMED:	

You must check this box to attest that the Out-Of-Pocket Expenses you listed above actually occurred as a result of the Data Incident.

Your claim must be submitted online or postmarked by: Month dd, yyyy

Riggs, et al. v. TRISTAR Insurance Group, Inc. Case No. CJ-2025-00745
Tulsa County District Court, State of Oklahoma
CLAIM FORM

**TRISTAR
CLAIM**

III. LOST TIME PAYMENT

- Check this box if you are requesting compensation for **Lost Time** up to a total of \$100.00 (4 hours of time at \$25.00 per hour). By checking this box, you attest that you spent the claimed time addressing issues raised by the Data Incident.

Please indicate how many hours of lost time you are claiming (up to 4 hours): _____

IV. EXTRAORDINARY LOSS PAYMENT

- Check this box if you are requesting compensation for **Extraordinary Losses** up to a total of \$5,000.00.

You must submit supporting documentation demonstrating an actual, unreimbursed Extraordinary Loss as a result of the Data Incident.

Complete the chart below describing the supporting documentation you are submitting.

Description of Documentation Provided	Amount
<i>Example: Receipt for credit repair services</i>	<i>\$100</i>
TOTAL AMOUNT CLAIMED:	

- You must check this box to attest that the Extraordinary Loss you listed above actually occurred as a result of the Data Incident.

V. CREDIT MONITORING SERVICES

- Check this box if you wish to claim triple bureau Credit Monitoring Services for three (3) years.

A unique redemption code, allowing Settlement Class Members to enroll in these services will be sent to each Settlement Class Member who submits a valid claim for such services after the Court approves the Settlement as final and after any appeals are resolved.

VI. ALTERNATIVE CASH PAYMENT

- Check this box if you wish to receive an Alternative Cash Payment in lieu of the above payments (\$100 for California Subclass Settlement Class Members and \$40 for non-California Subclass Settlement Class Members).

Your claim must be submitted online or postmarked by:
Month dd, yyyy

Riggs, et al. v. TRISTAR Insurance Group, Inc. Case No.
CJ-2025-00745
Tulsa County District Court, State of Oklahoma
CLAIM FORM

**TRISTAR
CLAIM**

VIII. ATTESTATION & SIGNATURE

I swear and affirm under penalty of perjury that the information provided in this Claim Form, and any supporting documentation provided is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date

EXHIBIT B

If you are an Individual who was notified by TRISTAR Insurance Group, Inc. that your Personally Identifiable Information was potentially compromised in a November 2022 Data Incident, a Class Action Settlement may affect your rights.

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

- A settlement has been proposed in a class action lawsuit against TRISTAR Insurance Group, Inc., (“TRISTAR”) relating to a November 2022 Data Incident during which there was unauthorized access to certain information related to certain TRISTAR customers (the “Data Incident”). TRISTAR denies all claims alleged against it and denies all charges of wrongdoing or liability. The Settlement is not an admission of wrongdoing or an indication that TRISTAR has violated any laws, but rather a settlement of the disputed claims.
- If you received a notification from TRISTAR about the November 2022 Data Incident, you are included in this Settlement as a “Settlement Class Member.”
- The Settlement provides for up to \$1,000,000.00 in monetary relief for Settlement Class Members, as well as Credit Monitoring and Identity Theft Protections (*see* questions 7–10). In addition, TRISTAR will pay for the costs of Notice and Settlement Administration, Attorneys’ Fees and Expenses awarded by the Court, and Service Awards to the Settlement Class Representatives awarded by the Court.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully. For complete details, visit www.TristarDataSettlement.com or call toll-free 1-XXX-XXX-XXXX.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

**SUBMIT A CLAIM
FORM**

BY: **Month dd, yyyy**

Submitting a valid Claim Form is the only way you can receive Settlement Benefits.

**EXCLUDE YOURSELF
FROM THE
SETTLEMENT**

BY: **Month dd,
yyyy**

If you exclude yourself from this Settlement, you will not receive any benefits from the Settlement, but you also will not release your claims against TRISTAR related to the Data Incident. If you exclude yourself from the Settlement, you may not object to the Settlement.

**OBJECT TO THE
SETTLEMENT**

BY: **Month dd,
yyyy**

To object to the Settlement, you can write to the Court with reasons why you do not agree with the Settlement. You may ask the Court for permission for you or your attorney to speak about your objection at the Fairness Hearing at your own expense.

DO NOTHING

If you do nothing, you will not receive any benefits from the Settlement. You will also give up certain legal rights.

WHAT THIS NOTICE CONTAINS

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THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY	PAGE 3
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REMAINING IN THE SETTLEMENT	PAGE 5
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BASIC INFORMATION

1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Settlement Administrator appointed by the Court will distribute the Settlement Benefits to Settlement Class Members who submitted a valid claim. This Notice explains the lawsuit, the Settlement, your legal rights, what payments are available, who is eligible for them, and how to get them.

The Court overseeing this case is the Tulsa County District Court for the State of Oklahoma. The case is known as *Riggs, et al. v. TRISTAR Insurance Group, Inc.*, Case No. CJ-2025-00745. Bruce Riggs and Brett Garrote, the individuals who brought this Action, are called the Plaintiffs or Settlement Class Representatives, and the entity sued, TRISTAR Insurance Group, Inc. or TRISTAR, is called the Defendant.

2. What is this lawsuit about?

The Plaintiffs claim that TRISTAR is liable for the Data Incident and have asserted legal claims against TRISTAR. TRISTAR denies each and all of the claims and contentions alleged against it in the Action. TRISTAR denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Action.

For more information and to review the complaints filed in this Action, visit www.TristarDataSettlement.com.

3. What is a class action settlement?

In a class action, one or more people called Plaintiff or Plaintiffs sue on behalf of people who have similar claims. Together, these people are called a Settlement Class or Settlement Class Members. One Court and one judge resolve the issues for all Class members, except for those who exclude themselves from the Settlement Class.

4. Why is there a settlement?

The Court did not decide in favor of the Plaintiffs or TRISTAR. 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, called Class Counsel, think the Settlement is best for all Settlement Class Members. This Settlement does not mean that TRISTAR did anything wrong.

WHO IS INCLUDED IN THE SETTLEMENT?

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

The Settlement Class includes all individuals residing in the United States whose Personally Identifiable Information was compromised in the Data Incident to whom TRISTAR sent a Notice of Data Incident on or around February 1, 2024.

Settlement Class Members were also sent this notice of class action Settlement via mail. If you received notice of this Settlement, you are eligible to receive Settlement Benefits. If you are still not sure whether you are a Settlement Class Member, you can contact the Settlement Administrator by calling toll-free at 1-XXX-XXX-XXXX or by visiting the Settlement Website at www.TristarDataSettlement.com.

6. Are there exceptions to being included in the Settlement?

Yes. The Settlement Class specifically excludes: (i) TRISTAR or any related entities, and their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any members of the judiciary who are or have presided over the instant Action and members of their families and staffs; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides for both Settlement Award payments and credit monitoring and identity theft protection. Settlement Awards are subject to an aggregate cap of \$1,000,000.00. In addition, TRISTAR will pay for claimed credit monitoring and identity theft protections, the costs of Notice and Settlement Administration, Attorneys' Fees and Expenses awarded by the Court, and Service Awards to the Settlement Class Representatives awarded by the Court. Please visit www.TristarDataSettlement.com for complete information about the Settlement Benefits.

- **Payments:**

- (a) Up to \$500 for an **Out-of-Pocket Expenses Payment**, up to \$100 for a **Lost Time Payment**, and/or up to \$5,000 for an **Extraordinary Loss Payment**.

OR

- (b) an **Alternative Cash Payment** in the amount of \$100 to California Subclass Settlement Class Members or \$40 to non-California Subclass Settlement Class Members.

AND

- **Credit Monitoring:** All Settlement Class Members shall be eligible to receive up to three (3) years of triple bureau Credit Monitoring Services.

8. What payments can Settlement Class Members receive?

All Settlement Class Members who submit a valid, complete, and timely claim using the Claim Form are eligible for the following Settlement Awards: Out-of-Pocket Expenses, Lost Time, and Extraordinary Losses, OR an Alternative Cash Payment.

Out-of-Pocket Expenses Payment. Settlement Class Members are eligible to receive reimbursement for documented out-of-pocket expenses, if not already reimbursed through any other source and incurred as a result of TRISTAR's Data Incident, not to exceed \$500 per Settlement Class Member.

Lost Time Payment. Settlement Class Members are eligible to recover up to \$100 (reimbursed at \$25 per hour and up to \$100 in total). To claim this benefit, Settlement Class Members must attest under penalty of perjury that they spent the claimed time addressing issues raised by the Data Incident and attest to their hourly rate.

Extraordinary Loss Payment. Settlement Class Members are also eligible to recover up to \$5,000 if the Settlement Class Member suffered identity theft or fraud. To claim this benefit, Settlement Class Members must submit a claim, under penalty of perjury, with accompanying documentation, verifying an Extraordinary Loss as a result of the Data Incident.

Alternative Cash Payment. In lieu of the above payments, Settlement Class Members in the California Subclass can elect to receive an Alternative Cash Payment of \$100 and non-California Subclass Settlement Class Members can elect to receive an Alternative Cash Payment of \$40. No documentation is required to make this claim.

Settlement Class Members with Out-of-Pocket Expenses or Extraordinary Losses must submit documentation supporting their claims. This can include receipts or other documentation not "self-prepared" by the claimant that document the costs incurred. "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.

9. What is the Alternative Cash Payment?

In lieu of the above Payments, Settlement Class Members in the California Subclass can elect to receive an Alternative Cash Payment of \$100 and non-California Subclass Settlement Class Members can alternatively elect to receive an Alternative Cash Payment of \$40.

10. What is included in the Credit Monitoring Services?

Settlement Class Members who submit a Claim Form can elect to enroll in three (3) years of three bureau Credit Monitoring Services. Credit Monitoring Services include monitoring of all three credit bureaus, managed fraud assistance, a \$1,000,000 insurance reimbursement policy, and assistance in implementing further protections, including freezing and unfreezing credit.

These services will be made available to all Settlement Class Members who choose to enroll regardless of whether they make a claim for the Out-of-Pocket Expenses Payment, the Lost Time Payment, the Extraordinary Loss Payment, or the Alternative Cash Payment.

A unique redemption code that allows Settlement Class Members to enroll in these services will be sent to each Settlement Class Member who submits a valid claim for such services after the Court approves the Settlement as final and after any appeals are resolved.

11. Has TRISTAR implemented any additional security measures?

TRISTAR represents that it has already taken, and will continue to implement, numerous measures to further enhance its data security, including but not limited to enhancements in data management, identity protection, cloud security and threat detection capabilities, which are estimated to have cost TRISTAR \$150,000 (“Business Practices Changes”). The costs paid by TRISTAR for such Business Practices Changes are separate and apart from any funds provided by TRISTAR for Settlement Awards made available to Settlement Class Members.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

12. How do I get benefits from the Settlement?

In order to receive Credit Monitoring or a Settlement payment, you must complete and submit a Claim Form. Claim Forms are available at www.TristarDataSettlement.com, or you may request one by mail by calling 1-XXX-XXX-XXXX. Read the instructions carefully, fill out the Claim Form, and submit it online, or mail it postmarked no later than **Month dd, yyyy** to: TRISTAR Data Settlement, PO Box XXXX, Baton Rouge, LA 70821.

13. How will claims be decided?

The Settlement Administrator will decide whether the information provided on the Claim Form is complete and valid. The Settlement Administrator may require additional information from any claimant. If the Settlement Administrator requires additional information from you and you do not provide it in a timely manner, your claim may not be paid at the Settlement Administrator’s discretion.

14. When will I get my payment?

The Court will hold a Fairness Hearing at x:xx a.m./p.m CST on Month dd, yyyy to decide whether to approve the Settlement. Even if the Court approves the Settlement, there may be appeals, and resolving them may take additional time. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient. If you have further questions regarding payment timing, you may contact the Settlement Administrator by emailing info@TristarDataSettlement.com.

REMAINING IN THE SETTLEMENT

15. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement, but if you want to receive Credit Monitoring Services or a payment from the Settlement, you must submit a Claim Form online or postmarked by **Month dd, yyyy**.

If you do nothing, you will **not** receive Credit Monitoring Services or be eligible to receive a payment. You will also give up certain legal rights.

16. What am I giving up as part of the Settlement?

If the Settlement becomes final, you will give up your right to sue TRISTAR for the claims being resolved by this Settlement. The specific claims you are giving up against TRISTAR and the claims you are releasing are described in the Settlement Agreement, available at www.TristarDataSettlement.com. The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions about what claims you are giving up and which parties you are releasing, you can talk to the law firms listed in Question 21 for free or you can, of course, talk to your own lawyer at your own

expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want any benefits from this Settlement, and you want to keep the right to sue TRISTAR about issues in the Action, then you must take steps to get out of the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

17. If I exclude myself, can I still get payment from the Settlement?

No. If you exclude yourself from the Settlement, you will not be entitled to any benefits of the Settlement, but you will not be bound by any judgment in this case.

18. If I do not exclude myself, can I sue TRISTAR for the same thing later?

No. Unless you exclude yourself from the Settlement, you give up any right to sue TRISTAR for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of a different lawsuit relating to the claims in this case.

19. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from the Settlement in *Riggs, et al. v. TRISTAR Insurance Group, Inc.*, Case No. CJ-2025-00745, Tulsa County District Court for the State of Oklahoma. Your letter must also include your full name, current address, a statement that you want to be excluded from the Action, and signature. You must mail your exclusion request postmarked no later than **Month dd, yyyy** to:

Tristar Data Settlement
PO Box XXXX
Baton Rouge, LA 70821

Settlement Class Members will only be able to submit an opt-out request on their own behalf; mass or class opt-outs are not permitted.

THE LAWYERS REPRESENTING YOU

20. Do I have a lawyer in this case?

Yes. The Court appointed the following attorneys as “Class Counsel” to represent the Settlement Class:

<u>CLASS COUNSEL</u>	
MIGLIACCIO & RATHOD LLP Nicholas A. Migliaccio Jason Rathod Saran Q. Edwards 412 H Street NE Suite 302 Washington, DC 20002 T: (202) 470-3520 nmigliaccio@classlawdc.com jrathod@classlawdc.com sedwards@classlawdc.com	KAZEROUNI LAW GROUP, APC Abbas Kazerounian Mona Amini 245 Fischer Avenue, Unit D1 Costa Mesa, California 92626 T: (800) 778-2065 ak@kazlg.com mona@kazlg.com

You will not be charged for contacting Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

21. How will Class Counsel be paid?

Class Counsel will ask the Court to award Attorneys' Fees, and Expenses in an amount not to exceed four hundred and fifty thousand dollars (\$450,000.00). Class Counsel will also seek Service Awards in the amount of two thousand dollars (\$2,000.00) to each of the two (2) Settlement Class Representatives.

The Court may award less than these amounts. Attorneys' Fees and Expenses, as well as any Service Awards approved by the Court for the Settlement Class Representatives, will be paid separately by TRISTAR and will not affect the Settlement Benefits available to Settlement Class Members.

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can object to the Settlement if you do not like or agree with the Settlement or some part of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before deciding to finally approve the Settlement.

Objections must include: the name or caption of the Action, i.e. *Riggs, et al. v. TRISTAR Insurance Group, Inc.*, Case No. CJ-2025-00745, Tulsa County District Court for the State of Oklahoma and:

- i. your full name, address, email address, and telephone number;
- ii. an explanation of the basis upon which you claim to be a Settlement Class Member;
- iii. all grounds for the objection, accompanied by any legal support for the objection;
- iv. the identity of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement, the fee application, or the application for Service Awards;
- v. the identity of all counsel representing you who will appear at the Fairness Hearing;
- vi. any and all agreements that relate to the objection or the process of objecting, whether written or verbal, between you or you counsel and any other person or entity;
- vii. a list of any persons who will be called to testify at the Fairness Hearing in support of the objection;
- viii. a statement confirming whether you intend to personally appear and/or testify at the Fairness Hearing; and
- ix. your signature on the written objection (an attorney's signature is not sufficient).

To be timely, any written objection to the Settlement must (i) be submitted to the Court by filing the written objection through the Court's Case Management/Electronic Case Files ("CM/ECF") system, or by mailing the written objection to the Clerk of Court, Tulsa County District Court, 500 South Denver, Tulsa, OK 74103, 2nd Floor, and contain the case name and docket number for *Riggs, et al. v. TRISTAR Insurance Group, Inc.*, Case No. CJ-2025-00745, Tulsa County District Court for the State of Oklahoma no later than the Objection Date or by filing the written objection in person at any location of the Court; and (ii) be mailed first class postage prepaid to Class Counsel and TRISTAR's counsel, and filed or postmarked no later than the Objection Deadline.

Upon respective Proposed Class Counsel via mail and email at:

MIGLIACCIO & RATHOD LLP

Nicholas A. Migliaccio, Jason Rathod, and Saran Q. Edwards
412 H St NE, Suite 302
Washington, DC 20002
Tel: (202) 470-3520
nmigliaccio@classlawdc.com

jrathod@classlawdc.com
sedwards@classlawdc.com

&

KAZEROUNI LAW GROUP, APC

Abbas Kazerounian and Mona Amini
245 Fischer Avenue, Unit D1
Costa Mesa, California 92626
Tel: (800) 778-2065
ak@kazlg.com
mona@kazlg.com

Upon TRISTAR's counsel via mail and e-mail at:

MULLEN COUGHLIN LLC

James Monagle
Mullen Coughlin LLC
500 Capitol Mall, Suite 2350
Sacramento, CA 95814
Tel: (267) 930-1529
jmonagle@mullen.law

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth above and in the Settlement Agreement, which can be found here: www.TristarDataSettlement.com.

23. What is the difference between objecting to and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object or submit a Claim Form because the Settlement no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. You cannot speak at the hearing if you exclude yourself from the Settlement.

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

The Court will hold a Final Fairness Hearing at x:xx a/p.m. CST on Month dd, yyyy in Tulsa County District Court, located at 500 South Denver, Tulsa, OK 74103. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's request for an award of Attorneys' Fees and Expenses not to exceed \$450,000.00, and Service Awards not to exceed \$2,000.00 for each of the Settlement Class Representatives. The Court will take into consideration any timely sent written objections and may also listen to anyone who has requested to speak at the hearing (*see* Question 22).

25. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the Fairness Hearing at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

26. May I speak at the Fairness Hearing?

Yes, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must follow the instructions provided in Question 22 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

27. What happens if I do nothing?

If you do nothing, you will not receive Credit Monitoring Services or be eligible to receive a payment from this Settlement. If the Court approves the Settlement, and you do nothing, you will be bound by the Settlement Agreement. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against TRISTAR or Released Persons about the issues involved in this lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

GETTING MORE INFORMATION

28. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at www.TristarDataSettlement.com, or by writing to the Settlement Administrator at:

Tristar Data Settlement
PO Box XXXX
Baton Rouge, LA 70821
info@TristarDataSettlement.com

29. How do I get more information?

For more information, please visit www.TristarDataSettlement.com or call toll-free 1-XXX-XXX-XXXX. You can also contact the Settlement Administrator by mail at the above address, or email at info@TristarDataSettlement.com.

Please do not call the Court or the Clerk of the Court for additional information.

EXHIBIT C

Legal Notice

Riggs, et al. v. TRISTAR Insurance Group, Inc., Case No. CJ-2025-00745

Tulsa County District Court for the State of Oklahoma

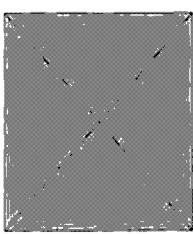
If you are an Individual who was notified by TRISTAR Insurance Group, Inc. that your Personally Identifiable Information was potentially compromised in a November 2022 Data Incident, a Class Action Settlement may Affect Your Rights.

A proposed class action settlement has been reached in a lawsuit entitled *Riggs, et al. v. TRISTAR Insurance Group, Inc.*, Case No. CJ-2025-00745, in the Tulsa County District Court for the State of Oklahoma, relating to a November 2022 Data Incident during which certain information related to certain TRISTAR customers' information was potentially accessed. TRISTAR denies all claims alleged against it and denies all charges of wrongdoing or liability. The Settlement is not an admission of wrongdoing or an indication that TRISTAR has violated any laws, but rather the resolution of disputed claims.

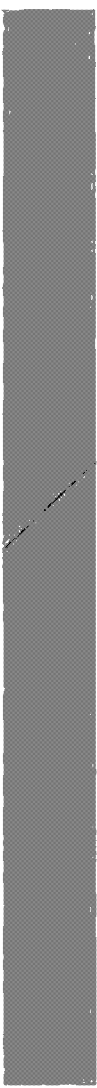
Tristar Data Settlement

P.O. Box XXXX

Baton Rouge, LA 70821



ELECTRONIC SERVICE REQUESTED



SETTLEMENT CLAIM ID: [Claim ID]

[FIRST NAME] [LAST NAME]

[ADDRESS1]

[ADDRESS2]

[CITY] [STATE] [ZIP]

Am I Included? Yes. TRISTAR's records indicate your personal information may have been involved in the Data Incident. For more information, please visit www.TristarDataSettlement.com or call 1-xxx-xxx-xxxx.

The Settlement Benefits. The Settlement provides for Out-of-Pocket Expenses Payments, Lost Time Payments, Extraordinary Loss Payments, or Alternative Cash Payments, and Credit Monitoring Services for Settlement Class Members who submit a valid claim, up to an aggregate cap of \$1,000,000.00. Please visit www.TristarDataSettlement.com for complete information about the Settlement Benefits.

- **Payments:** Up to \$500 for documented out-of-pocket expenses, \$100 for lost time, and \$5,000 for extraordinary documented, unreimbursed losses that were incurred as a result of the Data Incident, OR an Alternative Cash Payment of \$100 for the California Subclass or \$40 for the non-California Subclass; and
- **Credit Monitoring:** Three (3) years of triple bureau credit monitoring services.

How Do I Receive Settlement Benefits? Settlement Class Members must submit a Claim Form online at www.TristarDataSettlement.com or by mailing a completed Claim Form postmarked no later than Month dd, yyyy to the Settlement Administrator. If you do not submit a Claim Form, you will not receive any Settlement Benefits.

What Are My Options? If you do nothing or submit a Claim Form, you will not be able to sue or continue to sue TRISTAR about the claims resolved by this Settlement. If you exclude yourself, you will not receive any Settlement Benefits, but you will keep your right to sue TRISTAR in a separate lawsuit about the claims resolved by this Settlement. If you do not exclude yourself, you can object to the Settlement. The deadline to exclude yourself from the Settlement or to object to the Settlement is Month dd, yyyy. Visit www.TristarDataSettlement.com for complete details on how to submit a Claim Form, or exclude yourself from, or object to, the Settlement.

The Fairness Hearing. The Court will hold a Fairness Hearing at x:xx a/p.m. CST, on Month dd, yyyy in the Tulsa County District Court, State of Oklahoma, located at 500 South Denver, Tulsa, OK 74103. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's request for an award of Attorneys' Fees and Expenses in an amount not to exceed \$450,000.00, and Service Awards in the amount of \$2,000 for each of the two (2) Settlement Class Representatives. If there are objections, the Court will consider them. This Notice is only a Summary. For additional information, please visit www.TristarDataSettlement.com or call toll-free 1-xxx-xxx-xxxx. You may also write to the Settlement Administrator at info@TristarDataSettlement.com or by mail to:

www.TristarDataSettlement.com

1-xxx-xxx-xxx

TRISTAR Data Settlement, P.O. Box XXXXX, Baton Rouge, LA 70821.

EXHIBIT D

**IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA**

BRUCE RIGGS and BRETT GARROTE,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

TRISTAR INSURANCE GROUP, INC.

Defendant.

Case No: CJ-2025-00745

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT AND FOR ISSUANCE OF NOTICE TO SETTLEMENT CLASS**

WHEREAS, this Action is a putative class action before this Court;

WHEREAS, Plaintiffs, individually, and on behalf of the proposed Settlement Class, and TRISTAR INSURANCE GROUP, Inc. ("TRISTAR" or "Defendant") have entered into the Settlement Agreement, which is subject to review and approval by the Court under 12 O.S. § 2023, and which, together with its exhibits, provides for a complete dismissal on the merits and with prejudice of the claims asserted in the Action against TRISTAR should the Court grant Final Approval of the Settlement;

WHEREAS, Plaintiffs filed an unopposed motion requesting entry of an order to: (1) conditionally certify the Settlement Class; (2) granting preliminary approval of the Settlement Agreement; (3) appoint Plaintiffs as Class Representatives; (4) appoint Nicholas Migliaccio, Jason Rathod, and Saran Q. Edwards of Migliaccio & Rathod LLP, and Mona Amini and Abbas Kazerounian of Kazerouni Law Group, APC as Class Counsel; (5) approve the Notice Program and Notices, and direct that Notice be sent to the Settlement Class Members; (6) approve the Claim

Form and Claims process; (7) order the Settlement's opt-out and objection procedures; (8) appoint the Settlement Administrator; (9) stay all deadlines in the Action pending Final Approval of the Settlement; (10) enjoin and bar all Members of the Settlement Class from initiating or continuing in any litigation or asserting any claims against TRISTAR and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision to grant Final Approval of the Settlement; and (11) set a date for the Final Fairness Hearing; and

WHEREAS, the Court, having reviewed the Motion along with the Settlement Agreement and its exhibits, find that substantial and efficient grounds exist for entering this Preliminary Approval Order granting the relief requested.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. Settlement Class Certification: Pursuant to 12 O.S. § 2023(C)(1), the Action is hereby preliminarily certified as a class action on behalf of the following Settlement Class:

Nationwide Class

All persons within the United States whose personally identifiable information ("PII") was subjected to the Data Breach in November 2022, including all persons who received Defendant's notice of the Data Breach.

California Subclass

All persons residing within the State of California whose personally identifiable information ("PII") was subjected to the Data Breach in November 2022, including all persons who received Defendant's notice of the Data Breach.

The Settlement Class specifically excludes: (i) TRISTAR or any related entities, and their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusions from the Settlement Class; (iii) any members of the judiciary who are or have presided over the

instant Action and members of their families and staffs; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to any such charge.

2. Class Representatives: The Court approves Plaintiffs Bruce Riggs and Brett Garrote, as Class Representatives having found them as adequate class representatives.

3. Class Counsel: The Court appoints Nicholas Migliaccio, Jason Rathod, and Saran Q. Edwards of Migliaccio & Rathod LLP, and Mona Amini and Abbas Kazerounian of Kazerouni Law Group, APC to serve as Class Counsel. In appointing Class Counsel, 12 O.S. § 2023(F) requires the Court to consider (1) the work counsel has done in identifying or investigating potential claims in the action; (2) counsel's experience in handling class actions, other complex litigation, and other types of claims asserted in the action; (3) counsel's knowledge of the applicable law; and (4) the resources that counsel will commit to representing the class. The Court may also consider other matters pertinent to counsel's ability to fairly and adequately represent the interest of the class. 12 O.S. § 2023(F)(a)(b). The Court finds that proposed Class Counsel from Migliaccio & Rathod LLP and Kazerouni Law Group, APC have expended a reasonable amount of time, effort, and expense investigating the Data Incident and that Class Counsel are highly skilled and knowledgeable concerning class action practice.

4. Settlement Class Findings: The Court finds, for purposes of settlement only, that the Settlement Class meets the requirements of 12 O.S. §§ 2023(A) and (B) Joinder of all Class Members in a single proceeding would be impracticable, if not impossible, because of their numbers and dispersion. Common issues exist among Class Members and predominate over questions affecting individual Class Members only: in particular, whether TRISTAR was negligent

regarding its handling of Plaintiffs' personally identifiable information. The Class Representatives' claims are typical of, and perhaps identical to, those of the Class, as the Class Representatives had their private information accessed or acquired in the Data Incident. The Class Representatives and their counsel will fairly and adequately protect the interests of the Class as the Class Representatives have no interests antagonistic to the Class and have retained counsel who are experienced and competent to prosecute this matter. Finally, a class settlement is superior to other methods available for a fair resolution of the controversy.

5. Preliminary Approval of Settlement: The Court hereby preliminarily approves the Settlement, as embodied in the Settlement Agreement, as being fair, reasonable, and adequate and in the best interest of the Named Plaintiffs and the Settlement Class, subject to further consideration at the Final Fairness Hearing to be conducted as described herein. Therefore, the Court finds the Settlement meets the considerations set for in 12 O.S. § 2023.

6. Settlement Administrator: The Parties are authorized to use EisnerAmper as the Settlement Administrator to supervise and administer the Notice Program, as well as to administer the Settlement should the Court grant Final Approval.

7. Approval of Notice Program and Notices: The Court approves the form and procedure for disseminating notice of the proposed Settlement to the Class as set forth in the Settlement Agreement. The Court finds that the Notice Program: (a) is the best notice practicable under the circumstances; (b) constitutes notice that is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the Settlement, the effect of the proposed Settlement (including the Releases contained therein), and their right to opt-out of or to object to the proposed Settlement and appear at the Final Fairness Hearing; (c) constitutes due, adequate, and sufficient notice to all persons entitled to receive notice

of the proposed Settlement; and (d) satisfies the requirements of 12 O.S. § 2023, including the Due Process Clause of the United States Constitution, the rules of this Court and all other applicable law and rules. The date and time of the Final Fairness Hearing shall be posted on the Settlement Website and included in the Long Form Notice and Postcard Notice.

8. Claim Form and Claims Process: The Court approves the Claim Form as set forth in the Settlement, and the Claims process to be implemented by the Settlement Administrator. The Claim Form is straightforward and easy to complete, allowing each Settlement Class Member to elect the Settlement Class Member Benefits. Should the Court grant Final Approval to the Settlement, Settlement Class Members who do not opt-out of the Settlement shall be bound by its terms, even if they do not submit Claims.

9. As set forth in the Settlement Agreement, TRISTAR shall bear all costs and expenses associated with providing notice to the Class and administering the proposed Settlement.

10. Dissemination of Notice and Claim Forms: The Court directs the Settlement Administrator to disseminate the Notices and Claim Form as approved herein. Class Counsel and TRISTAR's Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this order or the Settlement, including making, without the Court's further approval, minor form or content changes to the Notices and Claim Form they jointly agree are reasonable or necessary.

11. Objections to the Settlement: Any member of the Class who intends to object or comment on the request for final approval of the Settlement Agreement or on the application for Attorneys' fees and expenses, must submit their objection or comment with the Court, and provide copies of the objection or comment to: (1) Class Counsel; and (2) TRISTAR's Counsel. To state a valid objection to the Settlement, a Class Member must provide the following information: (a) the

case name and number of the Action; (b) the objector's full name, address, email address, and telephone number; (c) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (d) all grounds for the objection, accompanied by any legal support for the objection; (e) 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, the fee application, or the application for Service Awards; (f) the identity of all counsel representing the objector who will appear at the Fairness Hearing; (g) any and all agreements that relate to the objection or the process of objecting, whether written or verbal, between objector or objector's counsel and any other person or entity; (h) a list of any persons who will be called to testify at the Fairness Hearing in support of the objection; (i) a statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; and (j) the objector's signature on the written objection (an attorney's signature is not sufficient).

12. Any objecting Class Member may appear, in person or by counsel, at the Final Fairness Hearing to show cause why the proposed Settlement should not be approved as fair, adequate and reasonable, or to object to any application of attorneys' fees, Service Awards, and reimbursement of litigation expenses, but only if the Class Member has first filed a timely objection to the proposed Settlement by the deadline set forth in this Order.

13. Opt-Outs from the Settlement Class: Any Class Member shall have the right to opt-out of the Class and the Settlement by sending a written request for exclusion from the Class to the addresses listed in the Notices, postmarked or delivered no later than sixty (60) days after the Notice Deadline. To be effective, an opt-out request shall include the individual's name and address; a statement that he or she wants to be excluded from the Action; and the individual's signature. The notice of exclusion must also clearly manifest the individual's intent to be excluded

from the Settlement Class. Any Class Member who does not submit a timely and valid opt-out request shall be subject to and bound by the Settlement Agreement and every corresponding order or judgment entered.

14. Termination: If the Settlement is terminated, not approved, canceled, fails to become effective for any reason, or the Effective Date does not occur, this order shall become null and void and shall be without prejudice to the rights of Plaintiffs, the Settlement Class Members, and TRISTAR, all of whom shall be restored to their respective positions in the Action as provided in the Agreement.

15. Stay: All pretrial proceedings in this Action are stayed and suspended until further order of this Court, except such actions as may be necessary to implement the Settlement and this Preliminary Approval Order.

16. Upon the entry of this order, with the exception of Class Counsel, TRISTAR's Counsel, TRISTAR, the Class Representatives, implementation of the Settlement and the approval process in this Action, all Members of the Settlement Class shall be provisionally enjoined and barred from asserting any claims or continuing any litigation against TRISTAR and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final Approval of the Settlement.

18. Jurisdiction: For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

19. Final Fairness Hearing: A hearing on final approval of the Settlement Agreement, an award of fees and expenses to Class Counsel, and Service Awards to the Class Representatives

(the "Final Fairness Hearing") shall be held before the undersigned in the District Court of Oklahoma County, 500 S. Denver St., Tulsa, OK, 74103. At the Final Fairness Hearing, the Court will consider (a) whether the Settlement should be approved as fair, reasonable, and adequate for the class; (b) whether a judgment granting approval of the Settlement and dismissing the lawsuit with prejudice should be entered; and (c) whether Class Counsel's application for attorneys' fees and expenses and Service Awards for the Class Representatives should be granted.

20. Fee Application: Class Counsel shall file an application for attorneys' fees, expenses, and Service Awards to the Class Representatives ("Fee Application") no more than thirty (30) days before the Objection Deadline.

21. Final Approval: Counsel for the respective parties shall file memoranda, declarations, and other statements and materials in support of the request for final approval of the parties' Settlement Agreement no more than thirty (30) days before the Objection Deadline.

24. The Court reserves the right to adjust the date of the Final Fairness Hearing and related deadlines. If dates are altered, the revised hearing date and deadlines shall be posted on the Settlement Website referenced in the Class Notice. The parties will not be required to re-send or re-publish class notice.

25. Schedule: The Court hereby sets the following schedule of events:

Event	Date
Notice Deadline	30 days after entry of Preliminary Approval Order
Deadline to File Motion for Final Approval, and Application for Attorneys' Fees, Expenses, and Service Awards	30 days before Objection Deadline
Opt-Out Deadline	60 days after Notice Deadline

Objection Deadline	60 days after Notice Deadline
Deadline to Submit Claim Forms	90 days after Notice Deadline
Final Fairness Hearing	at : a.m./p.m. CT , 2026'

SO ORDERED this ___ day of _____, 2026.

DISTRICT JUDGE DAMAN CANTRELL

EXHIBIT E

**IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA**

BRUCE RIGGS and BRETT GARROTE,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

TRISTAR INSURANCE GROUP, INC.

Defendant.

Case No: CJ-2025-00745

**DECLARATION OF BRANDON SCHWARTZ REGARDING SETTLEMENT
ADMINISTRATION AND NOTICE PLAN**

I, Brandon Schwartz, declare as follows:

1. I serve as the Director of Notice at Eisner Advisory Group LLC (“EAG” or “EisnerAmper”), a comprehensive legal administration firm specializing in the development, implementation, and impartial management of intricate legal notification programs. EAG was asked by Counsel to devise and execute the proposed Notice Plan, as well as administer the claims process in the above-referenced matter (the “Action”).¹ The statements presented herein are based on my personal knowledge, as well as information provided by other skilled EAG professionals operating under my supervision, along with my examination of information and documents furnished by Counsel.

2. EAG routinely undertakes the creation and execution of notice plans, along with the administration of diverse class action and mass action settlements. Our expertise extends across a wide array of subject matters, encompassing but not limited to privacy, products liability, consumer rights, mass tort, antitrust, insurance, and healthcare. The accomplished members of the EAG team possess extensive experience in the design and implementation of notice

¹ All capitalized terms not otherwise defined in this document shall have the meaning ascribed to them in the Settlement Agreement.

procedures involving various aspects of class certification and settlement programs. For more detailed information about EAG, visit our website at www.eisneramper.com.

EXPERIENCE

3. Drawing upon over 15 years of expertise in class actions, advertising, media, and marketing, I have cultivated comprehensive noticing solutions encompassing all facets of class certification and settlement. My proficiency extends to a deep understanding of email and postal distribution methodologies, reach and frequency analysis, strategic media generation, meticulous demographic research, media plan design, effective media development and procurement, commercial and video production creation, and the adept application of best practices for effective social media outreach.

4. I have designed and implemented notice campaigns for more than 100 high-profile cases in addition to the hundreds of cases I have managed. Some of my notice plans include: *Miracle-Pond, et al. v. Shutterfly, Inc*, No. 2019-CH-07050 (Cir. Ct. Cook Cnty.); *Baldwin, et al. v. National Western Life Insurance Company*, No. 2:21-cv-04066 (W.D. Mo.); *In re: Novant Health, Inc*, No. 1:22-cv00697 (M.D.N.C.); *Rivera, et al. v Google LLC*, 2019-CH-00990 (Cir. Ct. Cook Cnty.); *In Re: Sonic Corp. Customer Data Breach Litigation*, 1:17-md-02807-JSG (N.D. Ohio); *Riley v. Centerstone of America*, No. 3:22-cv-00662 (M.D. Tenn.); and *Tucker v. Marietta Area Health Care Inc.*, No. 2:22-cv-00184 (S.D. Ohio). A description of my experience is attached as **Exhibit A**.

5. As outlined in the following section, the courts have consistently acknowledged both the credibility of EAG (curriculum vitae attached hereto as **Exhibit B**) and the effectiveness of my class action notice plans. Illustrative court opinions affirming the sufficiency of EAG's notice plans include:

- a. In the matter *H.K. et al. v. Google LLC*, No. CC 20LL00017 (Cir. Ct. 9th Jud. Dist., McDonough Cnty., Ill.), Judge Heidi A. Benson ruled on October 17, 2025:

Pursuant to this Court's Order granting preliminary approval of the Settlement, Eisner Amper (formerly Postlethwaite & Netterville, APAC) served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.

The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- b. On April 21, 2025, in *Brim v. Prestige Care Inc Data Breach*, 3:24-cv-05133-BHS (W.D. WA), Judge Benjamin H. Settle ruled:

The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the nature of the Action, (ii) the definition of the class certified, (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who timely requests exclusion; (vi) the time and manner for requesting exclusion; the binding effect of a class judgment on members under Rule 23(c)(3); (vii) Class Counsel's motion for a Fee Award and Expenses, (viii) Class Representatives' motion for Service Awards, (ix) their right to object to any aspect of the Settlement, Class Counsel's motion for a Fee Award and Expenses, and/or Class Representatives' motion for Service Awards; (d) constituted due, adequate and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) was carried out as ordered by this Court's Preliminary Approval Order and satisfied the requirements of Rule 23 and the United States Constitution

(including the Due Process Clause), and all other applicable law and rules.

- c. On March 25, 2024, in *Milan, et al. v. Clif Bar & Company*, No. 18-cv-02354-

JD (N.D. Cal.), Judge James Donato ruled:

The distribution of the Class Notice pursuant to the Class Notice Program constituted the best notice practicable under the circumstances, and fully satisfies the requirements of Federal Rule of Civil Procedure 23 and the requirements of due process.

- d. On August 27th, 2024, in the Final Approval Order in *In re: Cleveland Brothers Data Incident Litigation*, No. 1:23-cv-00501-JPW (M.D. Pa), Judge Jennifer P.

Wilson ruled:

Notice to the Settlement Class required by Fed. R. Civ. P. Rule 23(e) has been provided in accordance with the Settlement Agreement and the Preliminary Approval Order. Such Notice has been given in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances, and satisfies Fed. R. Civ. P. Rule 23(e) and due process.

- e. On June 17th, 2024, in the Memorandum Opinion, Order, and Judgement in *In re: Novant Health, Inc.*, No. 1:22-cv-679 (M.D.N.C.), Chief Judge Catherine

C. Eagles ruled:

Approximately 11.7% of the settlement class submitted claims. Doc. 63-1 at, ¶ 17. By providing digital options, the Settlement Administrator was able to reduce mailing costs and retain more money to pay class members... The Settlement Administrator sent email notice to each class member for whom it had a valid email address. Doc. 63-1 at ¶ 6- 7. Given the nature of the claims and the fact that all class members had participated in online access to medical records, use of email notice was particularly likely to be effective. In the few cases where the class member did not have an email address on file or if the email bounced back, the Settlement Administrator sent postcard notice via first class mail.... The notice was reasonable and satisfies the requirements of due process.

- f. On December 12, 2022, in the Order in *LaPrairie v. Presidio, Inc., et al.*, No.

1:21-CV-08795-JFK (S.D.N.Y.), Judge Andrew L. Carter, Jr. ruled:

The Class Members have been given proper and adequate notice of the Settlement, fairness hearing, Class Counsel's application

for attorneys' fees, and the service award to the Settlement Class Representative. An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

OVERVIEW

6. Based on our review of the Settlement Agreement, the Settlement Class is defined as follows:

Individuals residing in the United States whose Personally Identifiable Information was compromised in the Data Incident that is the subject of the Notice of Data Incident that Defendant sent to the Settlement Class Representatives and the Settlement Class in substantially the same form on or around February 1, 2024.

7. Excluded from the Settlement Class are: (i) TRISTAR or any related entities, and their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusions from the Settlement Class; (iii) any members of the judiciary who are or have presided over the instant Action and members of their families and staffs; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

8. Based on our review of the Settlement Agreement, Settlement Class Members who TRISTAR has identified on the Settlement Class List as California residents at the time of the Data Incident are members of the "California Subclass."

9. The objective of this Notice Plan is to ensure the delivery of the most feasible and effective notice to the Settlement Class, in compliance with the provisions set forth in Okla. Stat. tit. 12, § 2023 and Fed. R. Civ. P. 23. Consequently, it is my opinion that the ensuing Notice Plan satisfies due process standards and adheres to the recommendations in the *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*.

PROPOSED NOTICE PLAN

10. Following the Court's entry of the Preliminary Approval Order, TRISTAR shall furnish EAG with the Settlement Class List, comprising approximately 38,037 unique individuals, and will include, to the extent available, the names, physical addresses and email addresses of Settlement Class Members.

11. Described below, the proposed Notice Plan provides that individual notice be sent to all Settlement Class Members identified in the Settlement Class List.

Direct Mail Notice

12. The Summary Notice (**Exhibit C** to the Settlement Agreement) will be formatted as a postcard ("Postcard Notice") and will be sent via United States Postal Service ("USPS") First Class Mail to all Settlement Class Members for whom a mailing address is provided in the Settlement Class List. Prior to mailing, all mailing addresses will be checked against the National Change of Address ("NCOA")² database maintained by USPS to ensure the accuracy and currency of Settlement Class Member address information for proper formatting and mail delivery. Additionally, the addresses will be validated through the Coding Accuracy Support System to uphold zip code precision, while Delivery Point Validation will be employed to verify mailing address accuracy. In the event that NCOA provides a more current mailing address for a Settlement Class Member, EAG will update the address accordingly. In instances where a summary notice is returned with forwarding address information, EAG will re-send to the newly provided mailing address.

13. For any Postcard Notices that are returned as undeliverable, EAG will utilize standard skip-tracing techniques to obtain forwarding address information. If skip-tracing yields an alternative forwarding mailing address, EAG will re-mail the notice to the address identified through the skip-tracing process.

² The NCOA database is maintained by the USPS and consists of approximately 160 million permanent change-of-address ("COA") records consisting of names and addresses of individuals, families, and businesses who have filed a COA with the USPS. The address information is maintained on the database for 48 months.

Direct Email Notice

14. Any Settlement Class Member for whom a Postcard Notice is returned as undeliverable, and for whom an email address is available in the Settlement Class List, will be sent an Email Notice. For purposes of this Notice Plan, the “Email Notice” refers to an electronic version of the Summary Notice, will be created using embedded HTML text to ensure a user-friendly, easily readable layout. The design avoids tables, graphs, or other elements that could increase the likelihood of the email being flagged as spam or blocked by Internet Service Providers (“ISP” or “ISPs”). Additionally, EAG is committed to adhering to email industry best practices, incorporating essential elements such as “unsubscribe” links and Administrator contact information, and maintaining multiple IP addresses with strong sender reputations³.

15. To safeguard the integrity and optimize the deliverability of the Email Notice, all emails will undergo a hygiene and verification process. This process entails deduplication, syntax validation, detection and correction of misspelled domains, domain validation, and risk validation. EAG will monitor and report all email delivery attempts. For instances where an email is returned as undeliverable, commonly known as a “bounce,” the specific reason for the bounce will be documented. If an email address is determined to be non-existent when attempted to send, this would be categorized as a “hard bounce,” and no further delivery attempts would be made to that address. Instances where the inbox is full, there is initial blocking or deferral by the ISP, or any other factors impeding delivery are categorized as “soft bounces.” To limit the number of undelivered emails as a result of soft bounces, EAG will make additional email attempts to addresses experiencing a soft bounce. If an email remains undeliverable after subsequent

³ ISPs assign scores, or sender reputation, to domains and IP addresses which tell email inbox providers if the email should be delivered to the recipient’s inbox or directed to the spam folder. The sender reputation is determined by multiple factors such as: the timing and number of emails sent from the IP/domain; number of recipients that have marked incoming mail from the sender as spam; number of emails that are delivered directly to spam boxes; number of emails that bounce back; number of recipients that interact with the email (e.g., open, reply, forward or delete); quality of the content within the email (e.g. typos); the number of users that unsubscribe; and many other factors.

attempts, it will be deemed undeliverable, and no additional delivery attempts would be pursued for that particular email address.

Settlement Website

16. EAG will create and maintain a website dedicated to this Settlement. The website address will be prominently included in the Postcard Notice, Email Notice, and Long Form Notice (**Exhibit B** to the Settlement Agreement) (collectively, the “Notices”). The Notices, along with the Motion for Preliminary Approval, the Preliminary Approval Order, the Settlement Agreement, the Complaint filed in this Action, the Claim Form (**Exhibit A** to the Settlement Agreement), and any filings TRISTAR makes in connection with the Settlement or other materials the Parties agree to include, will be posted on the Settlement Website for Settlement Class Members to review and download. Additional documents, including the Motion for Final Approval, Class Counsel’s application for Attorneys’ Fees and Expenses, and the request for Service Awards, will be added to the Settlement Website once they are filed.

17. The Settlement Website will also allow Settlement Class Members to file a Claim Form electronically, and include relevant dates, other case-related information, instructions for how to be excluded from the Settlement Class or object to the Settlement, and contact information for the Settlement Administrator.

Dedicated Toll-Free Hotline

18. A dedicated toll-free informational hotline will be available 24 hours per day, seven days per week. The hotline will utilize an interactive voice response (“IVR”) system where Settlement Class Members can obtain essential information regarding the Settlement and be provided responses to frequently asked questions. Settlement Class Members will also have the option to leave a voicemail and receive a call back from the Settlement Administrator. Settlement Class Members may request copies of the Notices and paper Claim Form, as well as the Settlement Agreement, upon request through the toll-free hotline.

REQUESTS FOR EXCLUSION

19. Settlement Class Members who wish to exclude themselves from the Settlement

Class may submit a request for exclusion by mail to a dedicated Post Office Box that EAG will maintain. EAG will monitor all mail delivered to this Post Office Box. EAG will track all received exclusion requests and provide this information to the Parties.

DATA MANAGEMENT PRACTICES AND SECURITY PROTOCOLS⁴

20. Our firm routinely manages a broad range of confidential and highly sensitive information. To ensure privacy and data protection, we maintain industry-leading practices and follow industry accepted standards as endorsed by the National Institute of Standards and Technology (NIST), HITRUST, CIS Critical Security Controls (CIS Controls). Moreover, our certified data centers, meet stringent compliance regulations – PCI, HIPAA, FINRA, Sarbanes-Oxley, and Gramm-Leach-Bliley – and undergo annual SSAE16 SOCII audits.

21. Our data encryption protection encompasses email encryption for confidential transmissions as well as laptop hard drive encryption. Data is protected in transit using TLS 1.3, and sensitive data at rest is secured through advanced methods like column-level encryption and symmetric key encryption. Column-level encryption ensures specific database columns are encrypted, keeping data unreadable without proper decryption keys. Symmetric key encryption uses a single key for both encryption and decryption, ensuring that only authorized parties with the correct key can access sensitive information, such as personally identifiable information (PII). Complex password requirements and two-factor authentication further bolsters access to our proprietary claims management database and other system-related services. Employee security protocols are enforced through annual security awareness training, specializing in the handling of protected information such as PII and identifying the mechanisms of phishing and social engineering, among others.

22. In addition to these measures, we maintain comprehensive insurance coverage, including network security insurance, providing protection in the event of any breach.

⁴ EAG continuously evaluates its information security processes and protocols. Specific details related to data hosting and security are subject to change in order to meet evolving standards, best practices, and individual needs for each matter.

Furthermore, consumer data is strictly confined to the agreed-upon purpose. These policies underscore our commitment to safeguarding sensitive information and distinguishes us within the legal notice and settlement administration field. Detailed information regarding our information security policies is attached hereto as **Exhibit C**.

CONCLUSION

23. The proposed Notice Plan encompasses individualized direct notice to all members of the Settlement Class who can be identified through reasonable efforts.

24. It is my opinion based on my expertise and experience, as well as that of my team, that this method of focused notice dissemination provides effective notice in this Action, will provide the best notice that is practicable, adheres to Okla. Stat. tit. 12, § 2023 and Fed. R. Civ. P. 23, follows the guidance set forth in the Manual for Complex Litigation 4th Ed. and FJC guidance, and exceeds the requirements of due process, including its “desire to actually inform” requirement.⁵

25. The claims process similarly draws upon the most up-to-date techniques to facilitate participation, including the ability to submit claims electronically on the Settlement Website or by mail.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed this 31th day of December, 2025 in Portland, Oregon.



Brandon Schwartz

⁵ *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950)

Exhibit A: CV of Brandon Schwartz

Brandon Schwartz



Brandon Schwartz is the Director of Notice for Eisner Advisory Group LLC ("EAG"), where he leads the strategy and execution of innovative legal notice programs for complex class actions and claims administration. With over 15 years of industry experience, he brings deep expertise in crafting effective, compliant, and results-driven notice solutions tailored to the unique demands of each case.

Brandon is widely recognized for his command of modern notice tactics, including cutting-edge digital and social media campaigns, email and direct mail distribution, demographic targeting, and reach and frequency analysis. His deep understanding of Fed. R. Civ. 23 ensures that notice plans meet the highest standards of compliance while maximizing reach and effectiveness.

A published author on topics related to legal notice, Brandon has led the design and delivery of notice campaigns in hundreds of matters spanning antitrust, consumer, privacy, securities litigation, and more. Prior to joining EAG, Brandon was the Director of Notice and Media for a large claims administrator where he oversaw high-profile national campaigns and built a reputation for precision, creativity, and reliability in legal notice.

EDUCATION & CREDENTIALS

- Bachelor of Science, Marketing, University of Illinois at Chicago
- Bachelor of Science, Management, University of Illinois at Chicago
- Legal Notice Expert

ARTICLES

- Case Study: Effective Notice Leads to High Claims Rate
- Legal Notice and Social Media: How to Win the Internet
- Rule 23 Changes: Avoid Delays in Class Settlement Approval
- Rule 23 Changes: How Electronic Notice Can Save Money
- Tackling Digital Class Notice with Rule 23 Changes
- What to Expect: California's Northern District Procedural Guidance Changes

SPEAKING ENGAGEMENTS

- Class Action Law Forum: The Increase of Fraud in Class Actions and Mass Torts, Plus Ethics of Third-Party Filers, San Diego, March 13, 2024
- Class Action Law Forum: Notice and Administration: Fraud and Third-Party Filers, San Diego, CA, March 18, 2023
- Class Action Law Forum: Settlement and Notice & Claims Trends, San Diego, CA, March 18, 2022
- Class Action Law Forum: Consumer Class Actions, San Diego, CA, March 5, 2020
- Class Action Mastery: Best Practices in Claims Settlement Administration, HB Litigation Conference, San Diego, CA, January 17, 2019
- Class Action Mastery: Communication with the Class, HB Litigation Conference, New York, NY, May 10, 2018

SAMPLE JUDICIAL COMMENTS

- **Milan, et al. v. Clif Bar and Company**, Case No. 1:18-cv-02354 (N.D. Cal.), Judge James Donato ruled on March 21, 2025:

The distribution of the Class Notice pursuant to the Class Notice Program constituted the best notice practicable under the circumstances, and fully satisfies the requirements of Federal Rule of Civil Procedure 23 and the requirements of due process.

- **Meholic, et al. v. Seattle Arena Company**, Case No. 24-2-06283-1 (Wash. Super. Ct.), Judge Lindsey M. Teppner ruled on January 3, 2025:

The Court finds that the Notice Program provided for in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide due and sufficient notice to the Settlement Class regarding the existence and nature of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class Members to exclude themselves from the settlement, to object and appear at the Final Fairness Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Washington Rules of Civil Procedure, the United States Constitution, and all other applicable law.

- **Kandel, et al. v. Dr. Dennis Gross Skincare, LLC**, Case No. 1:23-cv-01967 (S.D.N.Y.), Judge Edgardo Ramos ruled on October 31, 2024:

The Court finds that distribution of the Notice constituted the best notice practicable under the circumstances, and constituted valid, due, and sufficient notice to all members of the Settlement Class. The Court finds that such notice complies fully with the requirements of Fed. R. Civ. P. 23, the Constitution of the United States, and any other applicable laws...The Court finds and determines that the notice procedure carried out by EAG Gulf Coast LLC afforded adequate protections to Settlement Class members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Settlement Class members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process.

- **Andrade-Heymsfield v. NextFoods, Inc.**, Case No. 3:21-cv-1446 (S.D. Cal.), Judge Barry T. Moskowitz ruled on April 8, 2024:

The Court previously approved the parties' proposed notice procedures. (ECF No. 56). In the motion for final approval, Plaintiff represents that the approved notice plan was executed. (ECF No. 59 at 9). "Notice was provided to Class Members via newspaper, a press release, and various digital means," including "display banner advertising, keyword search online advertising, and social media advertising through Facebook, Instagram, TikTok and YouTube, delivering over 120 million targeted impressions." (Id.)...In light of these actions and the Court's prior order granting preliminary approval, the Court finds that the parties have provided sufficient notice to the class members.



- **Hymes v. Earl Enterprises Holdings**, Case No. 6:19-cv-00644 (M.D. Fla.), Judge A. James Craner ruled on February 20, 2024:

The Court finds that the form content, and method of giving notice to the Settlement Class as described in Article VII of the Settlement Agreement (including the exhibits thereto): (a) was the best practicable notice to the Settlement Class; (b) was reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) was reasonable and constituted due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and (d) met all applicable requirements of law, including the Florida Rules of Civil Procedure, and met the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice was written in plain language, used simple terminology, and was designed to be readily understandable by Class Members.

- **Tucker v. Marietta Area Health Care Inc.**, Case No. 2:22-cv-00184 (S.D. Ohio), Judge Sarah D. Morrison ruled on December 7, 2023:

The Court's Preliminary Approval Order approved the Short Form Settlement Notice, Long Form Notice, and Claim Form, and found the mailing, distribution, and publishing of the various notices as proposed met the requirements of Fed. R. Civ. P. 23 and due process, and was the best notice practicable under the circumstances, constituting due and sufficient notice to all persons entitled to notice. The roughly 6.2% claims rate supports a finding that the Notice Program was sufficient...The Court finds that the distribution of the Notices has been achieved pursuant to the Preliminary Approval Order and the Settlement Agreement, and that the Notice to Class Members complied with Fed. R. Civ. P. 23 and due process.

- **Easter v Sound Generations**, Case No. 21-2-16953-4 (Wash. Super.), Judge James E. Rogers on July 14, 2023:

The Court has determined that the Notice given to the Settlement Class Members in accordance with the Preliminary Approval Order fully and accurately informed Settlement Class Members of all material terms of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Civil Rule 23, applicable law, and the due process clauses of both the U.S. and Washington Constitutions.

- **Hezi v. Celsius Holdings, Inc.**, Case No. 1:21-CV-09892-VM (S.D.N.Y.), Judge Jennifer H. Rearden on April 5, 2023:

The Court finds and determines that the notice procedure carried out by Claims Administrator Postlethwaite & Netterville, APAC ("P&N") afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process.



- **Gilmore, et al. v. Monsanto Company, et al.**, Case No. 3:21-CV-8159 (N.D. Cal.), Judge Vince Chhabria on March 31, 2023:

The Court finds that Class Notice has been disseminated to the Class in compliance with the Court's Preliminary Approval Order and the Notice Plan. The Court further finds that this provided the best notice to the Class practicable under the circumstances, fully satisfied due process, met the requirements of Rule 23 of the Federal Rules of Civil Procedure, and complied with all other applicable law.

- **John Doe, et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc.**, Case No. 2021L00026 (Ill. Cir. Ct., 15th Jud. Cir.), on March 28, 2023:

The Court has determined that the notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- **In re Forefront Data Breach Litigation**, Case No. 1:21-cv-00887-LA (E.D. Wis.), Judge Lynn Adelman on March 22, 2023:

The Court finds that the dissemination of Notice to Settlement Class Members: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of (i) the pendency of the Action; (ii) their right to submit a claim (where applicable) by submitting a Claim Form; (iii) their right to exclude themselves from the Settlement Class; (iv) the effect of the proposed Settlement (including the releases to be provided thereunder); (v) Class Counsel's motion for a Fee Award and Costs and for Service Awards to the Class Representatives; (vi) their right to object to any aspect of the Settlement, and/or Class Counsel's motion for Service Awards to the Class Representatives and for a Fee Award and Costs; and (vii) their right to appear at the Final Approval Hearing; (d) constituted due, adequate, and sufficient notice to all natural persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules.

- **Sanders, et al. v. Ibox Global Solutions, Inc., et al.**, Case No. 1:22-CV-00591 (D.D.C.), Judge Trevor N. McFadden on March 10, 2023:

An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).



- **Pagan, et al. v. Faneuil, Inc.**, Case No. 3:22-CV-297 (E.D. Va), Judge Robert E. Payne on February 16, 2023:

The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.

- **LaPrairie v. Presidio, Inc., et al.**, Case No. 1:21-CV-08795-JFK (S.D.N.Y.), Judge Andrew L. Carter, Jr. on December 12, 2022:

The Court hereby fully, finally and unconditionally approves the Settlement embodied in the Settlement Agreement as being a fair, reasonable and adequate settlement and compromise of the claims asserted in the Action. The Class Members have been given proper and adequate notice of the Settlement, fairness hearing, Class Counsel's application for attorneys' fees, and the service award to the Settlement Class Representative. An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Nelson v. Bansley & Kiener, LLP**, Case No. 2021-CH-06274 (Circuit Court of Cook County, IL), Judge Sophia H. Hall on November 30, 2022:

The court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with requirements of 735 ILCS 5/2-801, et seq.

- **Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al.**, Case No. 21-2-03929-1-SEA (Superior Court King County, WA), Judge Douglass A. North on September 30, 2022:

Pursuant to the Court's Preliminary Approval Order, Postcard Notice was distributed to the Class by First Class mail and Email Notice was distributed to all Class Members for whom the Settlement Administrator had a valid email address. The Court hereby finds and concludes that Postcard and Email Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the Postcard and Email Notice, and the distribution procedures set forth in the Settlement fully satisfy CR 23(c)(2) and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, provided an opportunity for the Class Members to object or exclude themselves from the Settlement,



and support the Court's exercise of jurisdiction over the Settlement Class Members as contemplated in the Settlement and this Final Approval Order.

- **Rivera, et al. v. Google LLC**, Case No. 2019-CH-00990 (Cir. Ct. Cook Cnty., Ill.), Judge Anna M. Loftus on September 28, 2022:

Pursuant to this Court's Order granting preliminary approval of the Settlement, Postlethwaite & Netterville, APAC ("P&N") served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.

The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- **Patricia Davidson, et al. v. Healthgrades Operating Company, Inc.**, Case No. 21-cv-01250-RBJ (D. Colo), Judge R. Brooke Jackson on August 22, 2022:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Hosch, et al. v. Drybar Holdings LLC**, Case No. 2021-CH-01976 (Circuit Court of Cook County, IL), Judge Pamela M. Meyerson on June 27, 2022:

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- **Baldwin, et al. v. National Western Life Insurance Company**, 2:21-cv-04066-WJE (W.D. MO), Judge Willie J. Epps, Jr. on June 16, 2022:

The Court finds that such Notice as therein ordered, constituted the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Rule 23(c)(2).



- **Chapman, et al. v. voestalpine Texas Holding LLC**, Case No. 2:17-cv-174 (S.D. Tex.), Judge Nelva Gonzales Ramos on June 15, 2022:

The Class and Collective Notice provided pursuant to the Agreement and the Order Granting Preliminary Approval of Class Settlement:

- (a) *Constituted the best practicable notice, under the circumstances;*
 - (b) *Constituted notice that was reasonably calculated to apprise the Class Members of the pendency of this lawsuit, their right to object or exclude themselves from the proposed settlement, and to appear at the Fairness Hearing;*
 - (c) *Was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and*
 - (d) *Met all applicable requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States Constitution because it stated in plain, easily understood language the nature of the action; the definition of the class certified; the class claims, issues, or defenses; that a class member may enter an appearance through an attorney if the member so desires; that the court will exclude from the class any member who requests exclusion; the time and manner for requesting exclusion; and the binding effect of a class judgment on members under Rule 23(c)(3).*
- **Hanson v. Welch Foods Inc.**, Case No. 3:20-cv-02011 (N.D. Cal.), Judge Joseph C. Spero on April 15, 2022:

The Class Notice and claims submission procedures set forth in Sections 5 and 9 of the Settlement Agreement, and the Notice Plan detailed in the Declaration of Brandon Schwartz filed on October 1, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **McMorrow, et al. v. Mondelez International, Inc.**, No. 17-cv-02327 (S.D. Cal.), Judge Cynthia Bashant on April 8, 2022:

Notice was administered nationwide and achieved an overwhelmingly positive outcome, surpassing estimates from the Claims Administrator both in the predicted reach of the notice (72.94% as compared to 70%) as well as in participation from the class (80% more claims submitted than expected). (Schwartz Decl. ¶ 14, ECF No. 206-1; Final App. Mot. 3.) Only 46 potential Class Members submitted exclusions (Schwartz Decl. ¶ 21), and only one submitted an objection—however the objection opposes the distribution of fees and costs rather than the settlement itself. (Obj. 3.) The Court agrees with Plaintiffs that the strong claims rate, single fee-related objection, and low opt-out rate weigh in favor of final approval.

- **Hadley, et al. v. Kellogg Sales Company**, No. 16-cv-04955 (N.D. Cal.), Judge Lucy H. Koh on November 23, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all



Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Miracle-Pond, et al. v. Shutterfly, Inc.**, No. 2019-CH-07050 (Cir. Ct. Cook Cnty., Ill.), Judge Raymond W. Mitchell on September 9, 2021:

This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- **In re: Interior Molded Doors Indirect Purchasers Antitrust Litigation**, No. 3:18-cv-00850 (E.D. Va.), Judge John A. Gibney on July 27, 2021:

The notice given to the Settlement Class of the settlement set forth in the Settlement Agreement and the other matters set forth herein was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) and the requirements of due process.

- **Krommenhock, et al. v. Post Foods, LLC**, No. 16-cv-04958 (N.D. Cal.), Judge William H. Orrick on June 25, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement and the Notice Plan filed on January 18, 2021 fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Lisa Jones, et al. v. Monsanto Company, et al.**, No. 4:19-cv-00102-BP (W.D. Mo.), Chief Judge Beth Phillips on May 13, 2021:

The Court also notes that there has been only one objection filed, and even the Objector has not suggested that the amount of the settlement is inadequate or that the notice or the method of disseminating the notice was inadequate to satisfy the requirements of the Due Process Clause or was otherwise infirm...However, with respect to the Rule 23(e)



factors, the Court finds that the process used to identify and pay class members and the amount paid to class members are fair and reasonable for settlement purposes.

- **Winters, et al. v. Two Towns Ciderhouse Inc.**, No. 3:20-cv-00468-BAS-BGS (S.D. Cal.), Judge Cynthia Bashant on May 11, 2021:

The settlement administrator, Postlethwaite and Netterville, APAC (“P&N”) completed notice as directed by the Court in its Order Granting Preliminary Approval of the Class Action Settlement. (Decl. of Brandon Schwartz Re: Notice Plan Implementation and Settlement Administration (“Schwartz Decl.”) ¶¶ 4–14, ECF No. 24-5.)...Notice via social media resulted in 30,633,610 impressions. (Schwartz Decl. ¶4.) Radio notice via Spotify resulted in 394,054 impressions. (Id. ¶ 5.) The settlement website received 155,636 hits, and the toll-free number received 51 calls. (Id. ¶¶ 9, 14.) Thus, the Court finds the Notice complies with due process.

- **Siddle, et al. v. The Duracell Company, et al.**, No. 4:19-cv-00568 (N.D. Cal.), Judge James Donato on April 19, 2021:

The Court finds that the Class Notice and Claims Administration procedures set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort, and support the Court’s exercise of jurisdiction over the Settlement Class as contemplated in the Agreement and this Final Approval Order.

- **Fabricant v. Amerisave Mortgage Corporation**, No. 19-cv-04659-AB-AS (C.D. Cal.), Judge Andre Birotte, Jr. on November 25, 2020:

The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.

- **Edward Makaron, et al. v. Enagic USA, Inc.**, 2:15-cv-05145 (C.D. Cal.), Judge Dean D. Pregerson on January 16, 2020:

The Court makes the following findings and conclusions regarding notice to the Class:

a. The Class Notice was disseminated to persons in the Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court’s Preliminary Approval Order;

b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and



sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

- **John Karpilovsky and Jimmie Criollo, Jr., et al. v. All Web Leads, Inc.**, 1:17-cv-01307 (N.D. Ill.), Judge Harry D. Leinenweber on August 8, 2019:

The Court hereby finds and concludes that Class Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement Agreement and that Class Notice and its dissemination were in compliance with this Court's Preliminary Approval Order.

The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.

- **Hartig Drug Company Inc. v. Senju Pharmaceutical LTD. and Allergan, Inc.**, 1:14-cv-00719 (D. Del.), Judge Joseph F. Bataillon on May 3, 2018:

The Court approves the proposed notice program, including the Mail Notice and the Publication Notice, attached as Exhibits A and B to the Declaration of Brandon Schwartz of Garden City Group in support of Plaintiff's Unopposed Motion to Distribute Notice to the Settlement Class ("Schwartz Declaration"). The Court further approves the claim form attached as Exhibit C to the Schwartz Declaration. The Court finds that the manner of notice proposed constitutes the best practicable notice under the circumstances as well as valid, due, and sufficient notice to all persons entitled thereto and complies fully with the requirements of the Federal Rule of Civil Procedure 23...

- **Gordon v. Hain Celestial Group, et al.**, 1:16-cv-06526 (S.D.N.Y.), Judge Katherine B. Forrest on September 22, 2017:

The form, content, and method of dissemination of the Class Notice given to Settlement Class Members - as previously approved by the Court in its Preliminary Approval Order - were adequate and reasonable, constituted the best notice practicable under the circumstances, and satisfied the requirements of Rule 23 (c) and (e) and Due Process.

- **In re: Sony PS3 "Other OS" Litigation**, 4:10-cv-01811 (N.D. Cal.), Judge Yvonne Gonzalez Rogers on June 8, 2018:

The Court finds that the program for disseminating notice to the Class provided for in the Settlement, and previously approved and directed by the Court (the "Notice Program"), has been implemented by the Settlement Administrator and the Parties, and that such Notice Program, including the approved forms of notice, constitutes the best notice practicable under the circumstances and fully satisfied due process, the requirements of Rule 23 of the Federal Rules of Civil Procedure and all other applicable laws.



- ***In re: Ductile Iron Pipe Fittings ("DIPF") Indirect Purchaser Antitrust Litigation***, 3:12-cv-00169 (D.N.J.), Judge Anne E. Thompson on June 8, 2016:

Notice of the Settlement Agreements to the Settlement Classes required by Rule 23(e) of the Federal Rules of Civil Procedure, including the additional forms of notice as approved by the Court, has been provided in accordance with the Court's orders granting preliminary approval of these Settlements and notice of the Settlements, and such Notice has been given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances; and satisfies Federal Rules of Civil Procedure 23(c)(2)(B) and due process.



LEGAL NOTICE CASES

Lewis v. Lytx Inc., Case No. 3:22-CV-00046 (S.D. Ill.)

Doe, et al. v. San Diego Fertility Center Medical Group, Inc., et al., Case No. 37-2024-00006118 (Cal. Super. Ct.)

Tapia-Rendon, et al. v. Workeasy Software, LLC, Case No. 1:21-cv-3400 (N.D. Ill.)

Meholic, et al. v. Seattle Arena Company, Case No. 24-2-06283-1 (Wash. Super. Ct.)

Cadena, et al. v. American Honda Motor Co., Inc., Case No. CV 18-4007 (C.D. Cal.)

In Re: Hapy Bear Surgery Center Data Security Incident Litigation, Case No. VCU307987 (Cal. Super. Ct.)

Brim, et al. v. Prestige Care, Inc., Case No. 3:24-CV-05133 (W.D. Wash.)

Doe, et al. v. Virginia Mason Medical Center, et al., Case No. 19-2-26674-1 SEA (Wash. Super. Ct.)

Velasco v. Belmont Groceries, LLC, Case No. 2023-CH-01077 (Cir. Ct. Cook Cnty., Ill.)

Newman, et al. v. Audienceview Ticketing Corporation, et al., Case No. 1:23-cv-03764 (S.D.N.Y.)

Severa, et al. v. Solvay Specialty Polymers USA, LLC, et al., Case No. 1:20-CV-06906 (D.N.J.)

In Re Christie's Data Breach Litigation, Case No. 1:24-cv-4221 (S.D.N.Y.)

Reardon, et al. v. Suncoast Skin Solutions, Inc., Case No. 23-CA-000317 (Fla. 13th Jud. Cir.)

Kandel, et al. v. Dr. Dennis Gross Skincare LLC, Case No. 1:23-cv-01967-ER (S.D.N.Y.)

Public School Districts' Opioid Recovery Trust

Haggerty, et al. v. Consumer Safety Technology, LLC, Case No. 22-cv-01414 (Cal. Super. Ct.)

Guzman, et al. v. Polaris Industries, Inc. et al., Case No. 8:19-cv-01543 (C.D. Cal.)

Coleman v. USAA, Case No. 3:21-cv-217 (N.D. Cal.)

Knott, et al. v. United Water System, Inc., et al., Case No. 6:23-CV-00401 (W.D. La.)

Jweinat v. loanDepot.com, LLC, Case No. CGC-23-605149 (Cal. Super. Ct.)

Tracey, et al. v. Elekta, Inc., et al., Case No. 1:21-cv-02851 (N.D. Ga.)

Coleman, et al. v. United Services Automobile Association, et al., Case No. 3:21-cv-00217 (S.D. Cal.)

Ralph Milan, et al. v. Clif Bar & Company, Case No. 18-cv-02354-JD (N.D. Cal.)

In re: Valsartan N-Nitrosodimethylamine (NDMA) Products Liability Litigation (non-settlement), Case No. 19-md-2875 (D.N.J.)

Ayala v. Commonwealth Health Physician Network, et al., Case No. 2023-cv-3008 (Lackawanna Cnty. Ct. Com. Pl.)

Andrade-Heymsfield v. NextFoods, Inc., Case No. 21-cv-1446 (S.D. Cal.)

In Re: Novant Health, Inc., Case No. 1:22-cv-00697 (M.D.N.C.)

White v. General Motors, LLC, Case No. 1:21-cv-00410 (D. Colo.)

Gunaratna v. Dennis Gross Skincare, LLC, et al., Case No. 2:20-cv-02311 (C.D. Cal.)

Hymes v. Earl Enterprises Holdings, Case No. 6:19-cv-00644 (M.D. Fla.)

Rivera, et al. v. Google LLC, Case No. 19-CH-00990 (Cir. Ct. Cook Cnty., Ill.)

Hezi v Celsius Holdings, Inc., Case No. 1:21-cv-09892 (S.D.N.Y.)

M.S. v. Med-Data, Inc., Case No. 4:22-cv-00187 (S.D. Tex.)

Ictech-Bendeck, et al. v. Progressive Waste Solutions of LA, Inc, et al., Case No. 2:18-cv-7889 (E.D. La.)

Quackenbush, et al. v. American Honda Motor Company, Inc., et al., Case No. 3:20-cv-05599 (N.D. Cal.)

McFadden v. Nationstar, Case No. 1:20-cv-00166 (D.D.C.)



Sanders, et al. v. Ibox Global Solutions, Inc., et al., Case No. 1:22-cv-00591 (D.D.C.)
In re: Cathode Ray Tube (CRT) Antitrust Litigation, Case No. 4:07-cv-05944 (N.D. Cal.)
John Doe, et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc., Case No. 2021L00026 (15th Jud. Cir. Ct. Lee Cnty., Ill.)
Gonshorowski v. Spencer Gifts, LLC, Case No. ATL-L-000311-22 (N.J. Super. Ct.)
In re Forefront Data Breach Litigation, Case No. 1:21-cv-00887-LA (E.D. Wis.)
Stewart, et al. v. Albertsons Cos., Inc., Case No. 16CV15125 (Mult. Cty. Cir. Ct.)
Simmons v. Assistcare Home Health Services, LLC, d/b/a Preferred Home Health Care of New York/Preferred Gold, Case No. 511490/2021 (N.Y. Sup. Ct. Kings Cnty.)
Terry Fabricant v. Top Flite Financial, Inc., Case No. 20STCV13837 (Cal. Super.)
Riley v. Centerstone of America, Case No. 3:22-cv-00662 (M.D. Tenn.)
Bae v. Pacific City Bank, Case No. 21STCV45922 (Cal. Super.)
Tucker v. Marietta Area Health Care Inc., Case No. 2:22-cv-00184 (S.D. Ohio)
Acaley v. Vimeo.com, Inc., Case No. 19-CH-10873 (Cir. Ct. Cook Cnty., Ill.)
Easter v Sound Generations, Case No. 21-2-16953-4 (Wash. Super.)
GPM v City of Los Angeles, Case No. 21STCV11054 (Cal. Super.)
Pagan v. Faneuil, Inc., Case No. 3:22-cv-297 (E.D. Va.)
Estes v. Dean Innovations, Inc., Case No. 20-CV-22946 (Mult. Cty. Cir. Ct.)
Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al., Case No. 21-2-03929-1 (Wash. Super.)
Gilmore, et al. v. Monsanto Company, et al., Case No. 3:21-cv-8159 (N.D. Cal.)
Copley v. Bactolac Pharmaceutical, Inc., et al., Case No. 2:18-cv-00575 (E.D.N.Y.)
James v. CohnReznick LLP, Case No. 1:21-cv-06544 (S.D.N.Y.)
Doe v. Virginia Mason, Case No. 19-2-26674-1 (Wash. Super.)
LaPrairie v. Presidio, Inc., et al., Case No. 1:21-cv-08795 (S.D.N.Y.)
Richardson v. Overlake Hospital Medical Center, et al., Case No. 20-2-07460-8 (Wash. Super.)
Weidman, et al. v. Ford Motor Company, Case No. 2:18-cv-12719 (E.D. Mich.)
Siqueiros, et al. v. General Motors, LLC, Case No. 3:16-cv-07244 (N.D. Cal.)
Vaccaro v. Delta Drugs, II, Inc., Case No. 20STCV28871 (Cal. Super.)
Hosch v. Drybar Holdings LLC, Case No. 2021-CH-01976 (Cir. Ct. Cook Cnty., Ill.)
Davidson v. Healthgrades Operating Company, Inc., Case No. 21-cv-01250 (D. Colo.)
Baldwin, et al. v. National Western Life Insurance Co., Case No. 2:21-cv-04066 (W.D. Mo.)
Deien v. Seattle City Light, Case No. 19-2-21999-8 (Wash. Super.)
Blake Chapman, et al. v. voestalpine Texas, LLC, et al., Case No. 2:17-cv-00174 (S.D. Tex.)
Hanson v. Welch Foods Inc., Case No. 3:20-cv-02011 (N.D. Cal.)
McMorrow v. Mondelez International, Inc., Case No. 3:17-cv-02327 (S.D. Cal.)
Hadley, et al. v. Kellogg Sales Company, Case No. 5:16-cv-04955 (N.D. Cal.)
Miracle-Pond, et al. v. Shutterfly, Inc., Case No. 16-cv-10984 (Cir. Ct. Cook Cnty., Ill.)
In Re: Sonic Corp. Customer Data Breach Litigation, Case No. 1:17-md-02807 (N.D. Ohio)
In re: Interior Molded Doors Indirect Purchaser Antitrust Litigation, Case No. 3:18-cv-00850 (E.D. Va.)
Krommenhock, et al. v. Post Foods, LLC, Case No. 3:16-cv-04958 (N.D. Cal.)
Daley, et al. v. Greystar Management Services LP, et al., Case No. 2:18-cv-00381 (E.D. Wash.)



Brianna Morris v. FPI Management Inc., Case No. 2:19-cv-0128 (E.D. Wash.)
Kirilose Mansour v. Bumble Trading Inc., Case No. RIC1810011 (Cal. Super.)
Clopp et. al. v. Pacific Market Research, LLC et. al., Case No. 21-2-08738-4 (Wash. Super.)
Lisa T. Leblanc, et al. v. Texas Brine Company, LLC, et al., Case No. 58410 (E.D. La.)
Jackson-Battle v. Navicent Health, Inc., Case No. 2020-cv-072287 (Ga Super.)
Fabricant v. Amerisave Mortgage Corp., Case No. 2:19-cv-04659 (C.D. Cal.)
Jammeh v. HNN Assoc., Case No. 2:19-cv-00620 (W.D. Wash.)
Farruggio, et al. v. 918 James Receiver, LLC, et al., Case No. 3831/2017 (N.Y. Sup Ct)
Winters, et al. v. Two Towns Ciderhouse Inc., Case No. 3:20-cv-00468 (S.D. Cal.)
Siddle, et al. v. The Duracell Company, et al., Case No. 4:19-cv-00568 (N.D. Cal.)
Lisa Jones, et al. v. Monsanto Company, Case No. 4:19-cv-00102 (W.D. Mo.)
Makaron v. Enagic USA, Inc., Case No. 2:15-cv-05145 (C.D. Cal.)
John Karpilovsky, et al. v. All Web Leads, Inc., Case No. 1:17-cv-01307 (N.D. Ill.)
Hughes, et al. v. AutoZone Parts Inc., et al., Case No. BC631080 (Cal. Super.)
Secaucus Investors LLC and Health Care Grower, LLC v. Harmony Foundation of New Jersey, Inc., et al., Case No. BER-C-275-21 (N.J. Sup Ct.)
Miller, et al. v. P.S.C., Inc. d/b/a Puget Sound Collections, Case No. 3:17-cv-0586 (W.D. Wash.)
Aaron Van Fleet, et al. v. Trion Worlds Inc., Case No. 535340 (Cal. Super.)
Wilmington Trust TCPA (Snyder, et al. v. U.S. Bank, N.A., et al.), Case No. 1:16-cv-11675 (N.D. Ill.)
Deutsche Bank National Trust TCPA (Snyder, et al. v. U.S. Bank, N.A., et al.), Case No. 1:16-cv-11675 (N.D. Ill.)
Adriana Garcia, et al. v. Sun West Mortgage Company, Inc., Case No. BC652939 (Cal. Super.)
Cajuns for Clean Water, LLC, et al. v. Cecilia Water Corporation, et al., Case No. 82253 (La. Dist.)
In re: Sony PS3 "Other OS" Litigation, Case No. 4:10-cv-01811 (N.D. Cal.)
In re: Ductile Iron Pipe Fittings Indirect Purchaser Antitrust Litigation, Case No. 3:12-cv-00169 (D.N.J.)
In re: Ductile Iron Pipe Fittings Direct Purchaser Antitrust Litigation, Case No. 3:12-cv-00711 (D.N.J.)
Hartig Drug Company Inc., v. Senju Pharmaceutical et al., Case No. 1:14-cv-00719 (D. Del.)
Gordon v. The Hain Celestial Group, et al., Case No. 1:16-cv-06526 (S.D.N.Y.)
In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico – Economic and Property Damages Settlement, MDL No. 2179 (E.D. La.)
In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico –Medical Benefits Settlement, MDL No. 2179 (E.D. La.)
Byrner et al. v. Oregon One, Inc., Case No. 3:16-cv-01910 (D. Or.)
In re: Google Inc. Cookie Placement Consumer Privacy Litigation, MDL No. 2358 (D. Del.)
In re: Pool Products Distribution Market Antitrust Litigation, MDL No. 2128 (E.D. La.)
In re: Polyurethane Foam Antitrust Litigation, MDL No. 2196 (N.D. Ohio)
In re: Processed Egg Products Antitrust Litigation, MDL No. 2002 (E.D. Pa.)
In re: The Flintkote Company and Flintkote Mines Limited, Case No. 1:04-bk-11300 (Bankr. D. Del.)
In re: Prograf (Tacrolimus) Antitrust Litigation, MDL No. 2242 (D. Mass.)
Markos v. Wells Fargo Bank, N.A., Case No. 1:15-cv-01156 (N.D. Ga.)
Cross v. Wells Fargo Bank, N.A., Case No. 1:15-cv-01270 (N.D. Ga.)
Ferrick v. Spotify USA Inc., Case No. 1:16-cv-08412 (S.D.N.Y.)



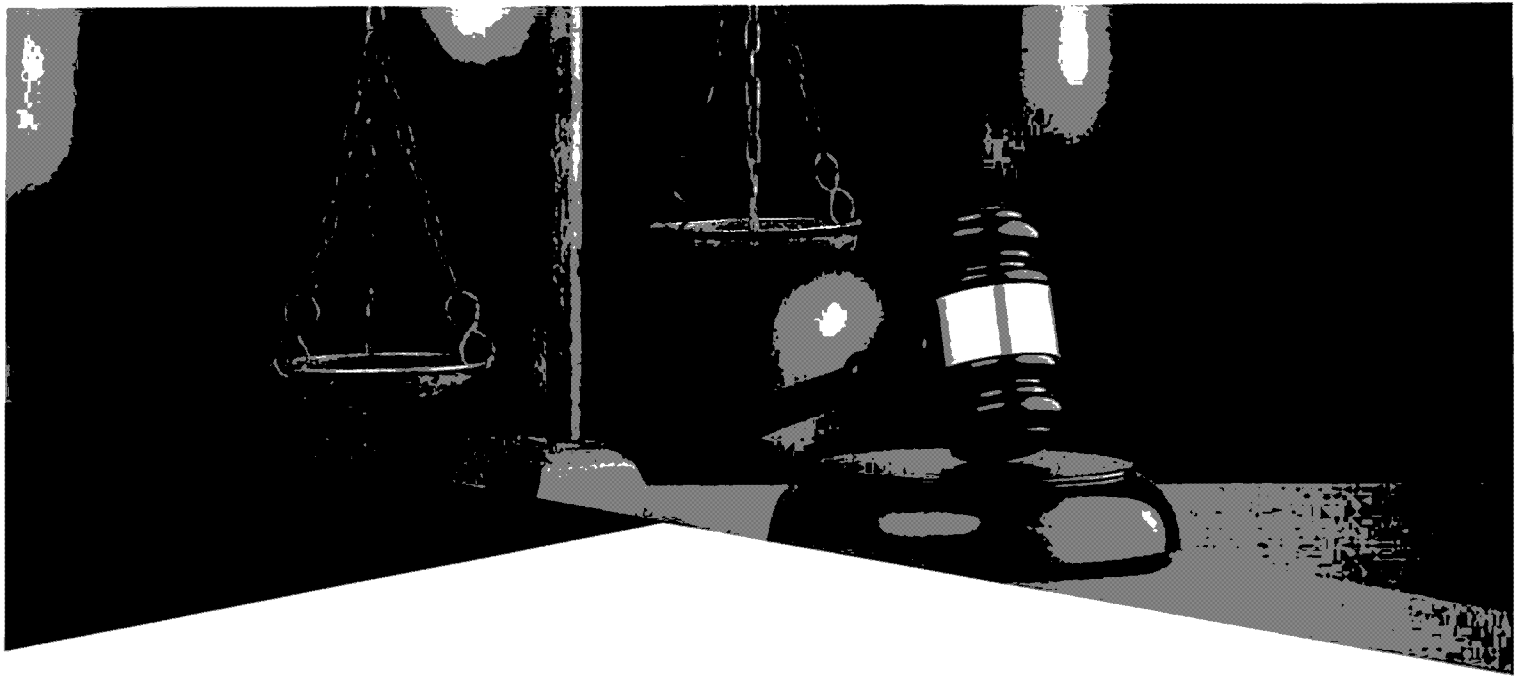
In re: Parmalat Securities Litigation, MDL No. 1653 (S.D.N.Y.)
Smith v. Floor and Décor Outlets of America, Inc., Case No. 1:15-cv-04316 (N.D. Ga.)
Schwartz v. Intimacy in New York, LLC, Case No. 1:13-cv-05735 (S.D.N.Y.)
In re: TRS Recovery Services, Inc., Fair Debt Collection Practices Act Litigation, MDL No. 2426 (D. Me.)
Young v. Wells Fargo & Co., Case No. 4:08-cv-00507 (S.D. Iowa)
In re: Credit Default Swaps Antitrust Litigation, MDL No. 2476 (S.D.N.Y.)
Anthony Frank Lasseter et al. v. Rite-Aid, Case No. 09-cv-2013-900031 (Ala. Cir. Ct.)
Khoday v. Symantec Corp., Case No. 0:11-cv-00180 (D. Minn.)
MacKinnon, Jr v. IMVU, Case No. 1-11-cv-193767 (Cal. Super.)
Ebarle, et al. v. LifeLock, Inc., Case No. 3:15-cv-00258 (N.D. Cal.)
Sanchez v. Kambousi Restaurant Partners ("Royal Coach Diner"), Case No. 1:15-cv-05880 (S.D.N.Y.)
Schwartz v. Avis Rent A Car System, Case No. 2:11-cv-04052 (D.N.J.)
Klein v. Budget Rent A Car System, Case No. 2:12-cv-07300 (D.N.J.)
Pietrantonio v. Kmart Corporation, Case No. 15-5292 (Mass. Cmmw.)
Cox, et al. v. Community Loans of America, Inc., et al., Case No. 4:11-cv-00177 (M.D. Ga.)
Vodenichar. et al. v. Halcón Energy Properties, Inc., et al., Case No. 2013-512 (Pa. Com. Pleas)
State of Oregon, ex. rel. Ellen F. Rosenblum, Attorney General v. AU Optronics Corporation, et al.,
 Case No. 1208 10246 (Or. Cir.)
Barr v. The Harvard Drug Group, LLC, d/b/a Expert-Med, Case No. 0:13-cv-62019 (S.D. Fla.)
Splater, et al. v. Thermal Ease Hydronic Systems, Inc., et al., Case No. 03-2-33553-3 (Wash. Super.)
Phillips v. Bank of America, Case No. 15-cv-00598 (Cal. Super.)
Ziwczyn v. Regions Bank and American Security Insurance Co., Case No. 1:15-cv-24558 (S.D. Fla)
Dorado vs. Bank of America, N.A., Case No. 1:16-cv-21147 (S.D. Fla)
Glass v. Black Warrior Electric, Case No. cv-2014-900163 (Ala. Cir.)
Beck v. Harbor Freight Tools USA, Inc., Case No. 15-cv-00598 (Ohio Com. Pleas)
Ligon v. City of New York, et al., Case No. 12-cv-2274 (S.D.N.Y.)
Abdellahi, et al., vs. River Metals Recycling, LLC, Case No. 13-CI00095 (Ky. Cir.)
Alegre v. XPO Last Mile, Inc., Case No. 2:15-cv-02342 (D.N.J.)
Jack Leach, et al. v. E.I. du Pont de Nemours and Co., Case No. 01-C-608 (W. Va. Cir.)
Hayes, et al. v. Citizens Financial Group Inc., et al., Case No. 1:16-cv-10671 (D. Mass.)
In re: Foreign Exchange Benchmark Rates Antitrust Litigation, Case No. 1:13-cv-07789 (S.D.N.Y.)
Flo & Eddie, Inc. v. Sirius XM Radio, Inc., Case No. 2:13-cv-05693 (C.D. Cal.)
Cozzitorto vs. American Automobile Association of Northern California, Nevada & Utah, Case No.
 C13-02656 (Cal. Super.)
Filannino-Restifo, et al. v. TD Bank, N.A., Case No. 0:18-cv-01159 (D.N.J.)
United States v. Takata Corporation, Case No. 2:16-cv-20810 (E.D. Mich.)
Free Range Content, Inc. v. Google Inc., Case No. 5:14-cv-02329 (N.D. Cal.)
Bautista v. Valero Marketing and Supply Company, Case No. 3:15-cv-05557 (N.D. Cal.)
Devin Forbes and Steve Lagace -and- Toyota Canada Inc., Case No. cv-16-70667 (Ont. Super. Ct.)
Thierry Muraton -and- Toyota Canada Inc., Case No. 500-06-000825-162 (Que. Super. Ct.)
In re: Residential Schools Class Action Litigation, Case No. 00-cv-192059 (Ont. Super. Ct.)
In re: Tricor Antitrust Litigation, Case No. 05-340 (D. Del.)



Masztal v. City of Miami, Case No. 3D06-1259 (Fla. Dist. App.)
In re: Tribune Company, et al., Case No. 08-13141 (D. Del.)
Marian Perez v. Tween Brands Inc., Case No. 14-cv-001119 (Ohio Com. Pleas)
Ferguson v. Safeco, Case No. DV 04-628B (Mont. Dist.)
Williams v. Duke Energy, Case No. 1:08-cv-00046 (S.D. Ohio)
Boone v. City of Philadelphia, Case No. 2:05-cv-01851 (E.D. Pa.)
In re: Lehman Brothers Inc., Case No. 08-13555, 08-01420 (Bankr. S.D.N.Y.)
In re: Department of Veterans Affairs (VA) Data Theft Litigation, MDL No. 1796 (D.D.C.)
In re: Countrywide Customer Data Breach Litigation, MDL No. 1998 (W.D. Ky.)
In re: Checking Account Overdraft Litigation, MDL No. 2036 (S.D. Fla.)
In re: Heartland Data Security Breach Litigation, MDL No. 2046 (S.D. Tex.)
Schulte v. Fifth Third Bank, Case No. 1:09-cv-06655 (N.D. Ill.)
Mathena v. Webster Bank, N.A., Case No. 3:10-cv-01448 (D. Conn.)
Delandro v. County of Allegheny, Case No. 2:06-cv-00927 (W.D. Pa.)
Trombley v. National City Bank, Case No. 1:10-cv-00232 (D.D.C.)
Fontaine v. Attorney General of Canada, Case No. 00-cv-192059 CP (Ont. Super. Ct.)
Marolda v. Symantec Corp., Case No. 3:08-cv-05701 (N.D. Cal.)



Exhibit B: CV of Eisner Advisory Group LLC



Class & Mass Action Settlement Administration

| Our Approach

EisnerAmper provides pre-settlement consulting and post-settlement administration services in connection with lawsuits pending in state and federal courts nationwide. Since 1999, EisnerAmper professionals have processed more than \$14 billion dollars in settlement claims. Our innovative team successfully administers a wide variety of settlements, and our industry-leading technology enables us to develop customizable administration solutions for class and mass action litigations.

EisnerAmper professionals have processed more than \$14 billion dollars in settlement claims.

Sample Case Experience*



Environmental/Toxic Torts

- In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico (MDL 2179)
- In re: FEMA Trailer Formaldehyde Products Liability Litigation (MDL 1873)
- Sanchez et al v. Texas Brine, LLC et al.
- Burmaster et al. v. Plaquemines Parish Government, et al.
- Cajuns for Clean Water, LLC et al. v. Cecilia Water Corporation, et al.
- Cooper, et al. v. Louisiana Department of Public Works
- Maturin v. Bayou Teche Water Works
- Chevron Richmond Refinery Fire Settlement
- Chapman et al. v. voestalpine Texas LLC, et al.



Consumer

- Jones et al. v. Monsanto Co.
- Hadley, et al. v. Kellogg Sales Co.
- McMorrow, et al. v. Mondelez International, Inc
- Krommenhock, et al. v. Post Foods, LLC
- Hanson v. Welch Foods Inc.
- Siddle et al. v. The Duracell Co. et al.
- Copley, et al. v. Bactolac Pharmaceutical, Inc.
- Hughes et al. v. AutoZone Parts Inc. et al.
- Winters v. Two Towns Ciderhouse, Inc.
- Burford et al. v. Cargill, Incorporated
- Fabricant v. AmeriSave Mortgage Corp. (TCPA)
- Makaron v. Enagic USA, Inc. (TCPA)
- Prescod et al. v. Celsius Holdings, Inc.
- Gilmore v. Monsanto Co.



Antitrust

- In re: Cathode Ray Tube (CRT) Antitrust Litigation (MDL 1917)⁴
- In re: Interior Molded Doors Antitrust Litigation (Indirect)



Mass Torts

- In re: E.I. du Pont de Nemours and Company C8 Personal Injury Litigation (MDL 2433)¹
- In re: Testosterone Replacement Therapy Products Liability Litigation (MDL 2545)¹
- In re: Paraquat Products Liability Litigation (MDL 3004)¹
- In re: Paragard Products Liability Litigation (MDL 2974)
- In re: Roundup Products Liability Litigation (MDL 2741)²
- Essure Product Liability Settlement³
- Porter Ranch (JCCP 4861)



Data Breach/Privacy

- Miracle-Pond, et al. v. Shutterfly
- Baldwin et al. v. National Western Life Insurance Co.
- Jackson-Battle, et al. v. Navicent Health, Inc.
- Bailey, et al. v. Grays Harbor County Public Hospital No. 2
- In re: Forefront Data Breach Litigation
- Easter et al. v. Sound Generations
- Rivera, et al. v. Google LLC
- Acaley v. Vimeo, Inc.



Mass Arbitration

- T-Mobile
- Uber
- Postmates
- Instacart
- Intuit



Other Notable Cases

- Brown, et al. v. State of New Jersey DOC (Civil Rights)
- Slade v. Progressive (Insurance)

¹Work performed as Postlethwaite & Netterville, APAC (P&N)

²Services provided in cooperation with the Court-Appointed Special Master

³Appointed As Common Benefit Trustee

⁴Inventory Settlement



Claims Administration Experience

SAMPLE JUDICIAL COMMENTS

- ***Brim v. Prestige Care Inc Data Breach***, Case No. 3:24-cv-05133-BHS (W.D. Wash.), Judge Benjamin H. Settle ruled on April 21, 2025:

The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the nature of the Action, (ii) the definition of the class certified, (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who timely requests exclusion; (vi) the time and manner for requesting exclusion; the binding effect of a class judgment on members under Rule 23(c)(3); (vii) Class Counsel's motion for a Fee Award and Expenses, (viii) Class Representatives' motion for Service Awards, (ix) their right to object to any aspect of the Settlement, Class Counsel's motion for a Fee Award and Expenses, and/or Class Representatives' motion for Service Awards; (d) constituted due, adequate and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) was carried out as ordered by this Court's Preliminary Approval Order and satisfied the requirements of Rule 23 and the United States Constitution (including the Due Process Clause), and all other applicable law and rules.

- ***Ictech-Bendeck, et al. v. Progressive Waste Solutions of LA, Inc., et al.***, Case No. 2:18-cv-7889 (E.D. La.), Judge Susie Morgan ruled on March 26, 2025:

Notices given to Class Members and all other interested parties throughout this proceeding with respect to the certification of the Class, the proposed Settlement, and all related procedures and hearings, including, without limitation, the notices to putative Class Members and others, were reasonably calculated under all the circumstances and have been sufficient, as to form, content, and manner of dissemination, to apprise interested parties of the pendency of the action, the certification of the Class, the Settlement Agreement and its contents, the proof of claim process, Class Members' right to be represented by private counsel, at their own costs, and Class Members' right to appear in Court to have their objections heard, and to afford Class Members an opportunity to exclude themselves from the Class and to object to the Settlement Agreement. Such notices complied with all requirements of the federal and state constitutions, including the due process clauses, and Rule 23 of the Federal Rules of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Class as Defined[.]

- **Milan, et al. v. Clif Bar and Company**, Case No. 1:18-cv-02354 (N.D. Cal.), Judge James Donato ruled on March 21, 2025:

The distribution of the Class Notice pursuant to the Class Notice Program constituted the best notice practicable under the circumstances, and fully satisfies the requirements of Federal Rule of Civil Procedure 23 and the requirements of due process.

- **In Re: Hapy Bear Surgery Center Data Security Incident Litigation**, Case No. VCU307987 (Cal. Super. Ct.), Judge Gary Johnson ruled on March 3, 2025:

The Court finds that Notice has been given to the Settlement Class in the manner directed by the Court in the Preliminary Approval Order. The Court finds that such Notice: (i) was reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the Settlement including its Releases, their right to exclude themselves from the Settlement Class or object to all or any part of the Settlement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of final approval of the Settlement on all persons who do not exclude themselves from the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), and any other applicable law.

- **Tecku v. Yieldstreet, Inc.**, Case No. 1:20-cv-07327-VM-SDA (S.D.N.Y.), Judge Victor Marrero ruled on February 21, 2025:

In accordance with the Court's Preliminary Approval Order, the Court hereby finds that the forms and methods of notifying the Settlement Class of the Settlement and its terms and conditions met the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and Section 21D(a)(7) of the Exchange Act, 15 U.S.C. § 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice of these proceedings and the matters set forth herein, including the Settlement and Plan of Allocation, to all persons and entities entitled to such notice....The notice of the pendency and proposed Settlement of the Action given to the Settlement Class was the best notice practicable under the circumstances, including the individual and direct notice by both U.S. mail and email to all Members of the Settlement Class based on contact information supplied by each member of the Settlement Class to Yieldstreet. Said notice provided the best notice practicable under the circumstances of those proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Stipulation, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirements of due process.



- ***In re Kannact, Inc. Data Security Incident***, Case No. 6:23-cv-1132-AA (D. Or.), Judge Ann Aiken ruled on January 22, 2025:

The Court finds that the distribution of the Notices has been achieved pursuant to the Preliminary Approval Order and the Settlement Agreement, and that the Notice to Class Members complied with Fed. R. Civ. P. 23 and due process. The fact that the Notices reached 86.59% of the Settlement Class indicates that the Notice program was successful and consistent with Fed. R. Civ. P. 23 and due process.

- ***Webb, et al. v. Injured Workers Pharmacy, LLC***, Case No. 1:22-cv-10797-RGS (D. Mass.), Judge Richard G. Stearns ruled on January 16, 2025:

The Court finds that Notice has been given to the Settlement Class in the manner directed by the Court in the Preliminary Approval Order. The Court finds that such Notice: (i) was reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the Settlement including its Releases, their right to exclude themselves from the Settlement Class or object to all or any part of the Settlement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of final approval of the Settlement on all persons who do not exclude themselves from the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), and any other applicable law.

- ***Tracey, et al. v. Elekta, Inc., et al.***, Case No. 1:21-cv-02851 (N.D. Ga.), Judge Steven D. Grimberg ruled on January 7, 2025:

The distribution, form, and content of the Notice has been achieved pursuant to the Preliminary Approval Order and the Settlement Agreement, and Notice to Class Members complied with Fed. R. Civ. P. 23 and due process.

- ***Meholic, et al. v. Seattle Arena Company***, Case No. 24-2-06283-1 (Wash. Super. Ct.), Judge Lindsey M. Teppner ruled on January 3, 2025:

The Court finds that the Notice Program provided for in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide due and sufficient notice to the Settlement Class regarding the existence and nature of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class Members to exclude themselves from the settlement, to object and appear at the Final Fairness Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Washington Rules of Civil Procedure, the United States Constitution, and all other applicable law.



- **Kandel, et al. v. Dr. Dennis Gross Skincare, LLC**, Case No. 1:23-cv-01967 (S.D.N.Y.), Judge Edgardo Ramos ruled on October 31, 2024:

The Court finds that distribution of the Notice constituted the best notice practicable under the circumstances, and constituted valid, due, and sufficient notice to all members of the Settlement Class. The Court finds that such notice complies fully with the requirements of Fed. R. Civ. P. 23, the Constitution of the United States, and any other applicable laws...The Court finds and determines that the notice procedure carried out by EAG Gulf Coast LLC afforded adequate protections to Settlement Class members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Settlement Class members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process.

- **Ayala v. Commonwealth Health Physician Network, et al.**, Case No. 2023-cv-3008 (Lackawanna Cnty. Ct. Com. Pl.), Judge James A Gibbons ruled on October 29, 2024:

The Court finds that the form, content, and method of giving notice to the Settlement Class, as described in the Settlement Agreement (including the exhibits thereto): (a) was the best practicable notice to the Settlement Class; (b) was reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement, including but not limited to their rights to object to or exclude themselves from the proposed settlement and other rights under the terms of the Settlement Agreement; (c) was reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and (d) met all applicable requirements of law, including, but not limited to, Pennsylvania Rule of Civil Procedure 1712 and constitutional due process requirements.

- **M.S. and D.H. v. Med-Data, Inc.**, Case 4:22-cv-00187 (S.D. Tex.), Judge Charles Eskridge ruled on September 11, 2024:

On December 20, 2023, the Court appointed Settlement Administrator, Postlethwaite & Netterville ("P&N"), who properly and timely notified the appropriate state and federal officials of the Settlement Agreement, pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715. The Court finds that the notice satisfied the requirements of CAFA and that more than ninety (90) days have elapsed since notice was provided, as required by 28 U.S.C. § 1715(d).

P&N executed the Notice Plan outlined in the Settlement Agreement and approved by the Court in its Preliminary Approval Order as meeting the requirements of due process and Federal Rule of Civil Procedure 23. The Notice Plan reached 86.92% of Settlement Class Members. The notices apprised the Settlement Class members of the pendency of the litigation; of all material elements of the proposed Settlement; of the res judicata effect on members of the class and of their opportunity to object to, comment on, or opt out of, the Settlement; of the identity of Class Counsel and



Class Counsel's contact information; and of the right to appear at the Final Approval Hearing. The Notice Plan prescribed by the Settlement Agreement provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Settlement Agreement, to all parties entitled to such notice.

The Notice Plan satisfied Federal Rule of Civil Procedure 23 and the requirements of due process, provided the best notice practicable under the circumstances, provided individual notice to all members of the Settlement Class who could be identified through reasonable effort, provided an opportunity for Settlement Class Members to object or exclude themselves from the Settlement, and supports the Court's exercise of jurisdiction over Settlement Class Members as contemplated in the Settlement Agreement and this Final Approval Order.

- **McFadden, et al. v. Nationstar Mortgage LLC d/b/a Mr. Cooper**, Case No. 1:20-cv-00166 (D.D.C), Judge Zia M. Faruqui ruled on April 25, 2024:

The distribution and publication of notice of the settlement as provided for in this Court's Preliminary Approval Order of November 8, 2023, constituted the best notice practicable under the circumstances, including individual notice to Class Members. This notice fully satisfied the requirements of Federal Rule of Civil Procedure 23 and due process.

- **Andrade-Heymsfield v. NextFoods, Inc.**, Case No. 3:21-cv-1446 (S.D. Cal.), Judge Barry T. Moskowitz ruled on April 8, 2024:

The Court previously approved the parties' proposed notice procedures. (ECF No. 56). In the motion for final approval, Plaintiff represents that the approved notice plan was executed. (ECF No. 59 at 9). "Notice was provided to Class Members via newspaper, a press release, and various digital means," including "display banner advertising, keyword search online advertising, and social media advertising through Facebook, Instagram, TikTok and YouTube, delivering over 120 million targeted impressions." (Id.)...In light of these actions and the Court's prior order granting preliminary approval, the Court finds that the parties have provided sufficient notice to the class members.

- **Hymes v. Earl Enterprises Holdings**, Case No. 6:19-cv-00644 (M.D. Fla.), Judge A. James Craner ruled on February 20, 2024:

The Court finds that the form content, and method of giving notice to the Settlement Class as described in Article VII of the Settlement Agreement (including the exhibits thereto): (a) was the best practicable notice to the Settlement Class; (b) was reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) was reasonable and constituted due, adequate, and sufficient notice



to all Class Members and other persons entitled to receive notice; and (d) met all applicable requirements of law, including the Florida Rules of Civil Procedure, and met the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice was written in plain language, used simple terminology, and was designed to be readily understandable by Class Members.

- **Tucker v. Marietta Area Health Care Inc.**, Case No. 2:22-cv-00184 (S.D. Ohio), Judge Sarah D. Morrison ruled on December 7, 2023:

The Court's Preliminary Approval Order approved the Short Form Settlement Notice, Long Form Notice, and Claim Form, and found the mailing, distribution, and publishing of the various notices as proposed met the requirements of Fed. R. Civ. P. 23 and due process, and was the best notice practicable under the circumstances, constituting due and sufficient notice to all persons entitled to notice. The roughly 6.2% claims rate supports a finding that the Notice Program was sufficient...The Court finds that the distribution of the Notices has been achieved pursuant to the Preliminary Approval Order and the Settlement Agreement, and that the Notice to Class Members complied with Fed. R. Civ. P. 23 and due process.

- **In re: Cathode Ray Tube (CRT) Antitrust Litigation (Indirect Purchasers)**, Case No. 4:07-cv-05944 (N.D. Cal.), Judge Jon S. Tigar ruled on November 6, 2023:

The notice given to the Class of the Settlements set forth in the Settlement Agreement and other matters set forth therein was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the Settlement set forth in the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the requirements of due process, and all applicable state laws.

- **Buck v. American General Life Insurance Company**, Case No. 1:17-cv-13278-CPO-EAP (D.N.J.), Judge Christine P. O'Hearn ruled on September 29, 2023:

[T]he Court finds that the form and manner of the Class Notice, consisting of a Short Form Class Notice mailed out via postcard, Long Form Class Notice placed on the settlement website, and Publication Notice published in a newspaper of national circulation (USA Today), was accurate, objective, informative, and sufficiently provided Class Members with all of the information necessary to make an informed decision regarding their participation in the Settlement and its fairness, and, therefore, met the requirements of Fed. R. Civ. P. 23 (including Rules 23(e)(1)(B) and 23(c)(2)(B)), due process, the Constitution of the United States, and all other applicable standards.



- **Fabricant v. Top Flite Financial, Inc.**, Case No. 20STCV13837 (Cal. Super. Ct.), Judge Lawrence Riff ruled on August 28, 2023:

The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process

- **Easter v. Sound Generations**, Case No. 21-2-16953-4 (Wash. Super.), Judge James E. Rogers ruled on July 14, 2023:

The Court has determined that the Notice given to the Settlement Class Members in accordance with the Preliminary Approval Order fully and accurately informed Settlement Class Members of all material terms of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Civil Rule 23, applicable law, and the due process clauses of both the U.S. and Washington Constitutions.

- **Hezi v. Celsius Holdings, Inc.**, No. 1:21-CV-09892-VM (S.D.N.Y.), Judge Jennifer H. Rearden on April 5, 2023:

The Court finds and determines that the notice procedure carried out by Claims Administrator Postlethwaite & Netterville, APAC ("P&N") afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process.

- **Scott Gilmore et al. v. Monsanto Company, et al.**, No. 3:21-CV-8159 (N.D. Cal.), Judge Vince Chhabria on March 31, 2023:

The Court finds that Class Notice has been disseminated to the Class in compliance with the Court's Preliminary Approval Order and the Notice Plan. The Court further finds that this provided the best notice to the Class practicable under the circumstances, fully satisfied due process, met the requirements of Rule 23 of the Federal Rules of Civil Procedure, and complied with all other applicable law.

- **John Doe et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc.**, No. 2021L00026 (Cir. Ct. 15th Jud. Cir., Lee Cnty., Ill.), on March 28, 2023:

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the



requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- **Sanders et al. v. Ibex Global Solutions, Inc. et al.**, No. 1:22-CV-00591 (D.D.C.), Judge Trevor N. McFadden on March 10, 2023:

An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Vaccaro v. Super Care, Inc.**, No. 20STCV03833 (Cal. Superior Court), Judge David S. Cunningham on March 10, 2023:

The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process.

- **Gonshorowski v. Spencer Gifts, LLC**, No. ATL-L-000311-22 (N.J. Super. Ct.), Judge Danielle Walcoff on March 3, 2023:

The Court finds that the Notice issued to the Settlement Class, as ordered in the Amended Preliminary Approval Order, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with New Jersey Court Rules 4:32-2(b)(2) and (e)(1)(B) and due process.

- **Vaccaro v. Delta Drugs II, Inc.**, No. 20STCV28871 (Cal. Superior Court), Judge Elihu M. Berle on March 2, 2023:

The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process.



- **Pagan, et al. v. Faneuil, Inc.**, No. 3:22-CV-297 (E.D. Va), Judge Robert E. Payne on February 16, 2023:

The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.

- **LaPrairie v. Presidio, Inc., et al.**, No. 1:21-CV-08795-JFK (S.D.N.Y.), Judge Andrew L. Carter, Jr. on December 12, 2022:

The Court hereby fully, finally and unconditionally approves the Settlement embodied in the Settlement Agreement as being a fair, reasonable and adequate settlement and compromise of the claims asserted in the Action. The Class Members have been given proper and adequate notice of the Settlement, fairness hearing, Class Counsel's application for attorneys' fees, and the service award to the Settlement Class Representative. An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Nelson v. Bansley & Kiener, LLP**, No. 2021-CH-06274 (Circuit Court of Cook County, IL), Judge Sophia H. Hall on November 30, 2022:

The court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with requirements of 735 ILCS 5/2-801, et seq.

- **Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al**, No. 21-2-03929-1-SEA (Wash. Super. Ct.), Judge Douglass A. North on September 30, 2022:

Pursuant to the Court's Preliminary Approval Order, Postcard Notice was distributed to the Class by First Class mail and Email Notice was distributed to all Class Members for whom the Settlement Administrator had a valid email address. The Court hereby finds and concludes that Postcard and Email Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the Postcard and Email Notice, and the distribution procedures



set forth in the Settlement fully satisfy CR 23(c)(2) and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, provided an opportunity for the Class Members to object or exclude themselves from the Settlement, and support the Court's exercise of jurisdiction over the Settlement Class Members as contemplated in the Settlement and this Final Approval Order.

- **Rivera, et al. v. Google LLC**, No. 2019-CH-00990 (Circuit Court of Cook County, IL), Judge Anna M. Loftus on September 28, 2022:

Pursuant to this Court's Order granting preliminary approval of the Settlement, Postlethwaite & Netterville, APAC ("P&N") served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.

The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- **Davonna James, et al. v. CohnReznick LLP**, No. 1:21-cv-06544 (S.D.N.Y.), Judge Lewis J. Liman on September 21, 2022:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Patricia Davidson, et al. v. Healthgrades Operating Company, Inc.**, No. 21-cv-01250-RBJ (D. Colo), Judge R. Brooke Jackson on August 22, 2022:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).



- **Hosch et al. v. Drybar Holdings LLC**, No. 2021-CH-01976 (Circuit Court of Cook County, IL), Judge Pamela M. Meyerson on June 27, 2022:

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- **Baldwin et al. v. National Western Life Insurance Company**, No. 2:21-cv-04066-WJE (W.D. MO), Judge Willie J. Epps, Jr. on June 16, 2022:

The Court finds that such Notice as therein ordered, constituted the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Rule 23(c)(2).

- **Chapman et al. v. voestalpine Texas Holding LLC**, No. 2:17-cv-174 (S.D. Tex.), Judge Nelva Gonzales Ramos on June 15, 2022:

The Class and Collective Notice provided pursuant to the Agreement and the Order Granting Preliminary Approval of Class Settlement:

- (a) Constituted the best practicable notice, under the circumstances;*
- (b) Constituted notice that was reasonably calculated to apprise the Class Members of the pendency of this lawsuit, their right to object or exclude themselves from the proposed settlement, and to appear at the Fairness Hearing;*
- (c) Was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and*
- (d) Met all applicable requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States Constitution because it stated in plain, easily understood language the nature of the action; the definition of the class certified; the class claims, issues, or defenses; that a class member may enter an appearance through an attorney if the member so desires; that the court will exclude from the class any member who requests exclusion; the time and manner for requesting exclusion; and the binding effect of a class judgment on members under Rule 23(c)(3).*

- **Clopp et al. v. Pacific Market Research LLC**, No. 21-2-08738-4 (Wash. Super. Ct.), Judge Kristin Richardson on May 27, 2022:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient



notice to all Settlement Class Members in compliance with the requirements of Washington Civil Rule 23(c)(2).

- **Whitlock v. Christian Homes, Inc., et al**, No. 2020L6 (Circuit Court of Logan County, IL), Judge Jonathan Wright on May 6, 2022:

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- **Hanson v. Welch Foods Inc.**, No. 3:20-cv-02011-JCS (N.D. Cal.), Judge Joseph C. Spero on April 15, 2022:

The Class Notice and claims submission procedures set forth in Sections 5 and 9 of the Settlement Agreement, and the Notice Plan detailed in the Declaration of Brandon Schwartz filed on October 1, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Dein v. Seattle City Light**, No. 19-2-21999-8 SEA (Wash. Super. Ct.), Judge Kristin Richardson on April 15, 2022:

The Court hereby finds and concludes that the notice was disseminated to Settlement Class Members in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the notice fully satisfies CR 23(c)(2) and the requirements of due process, was the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, and provided an opportunity for the Class Members to object to or exclude themselves from the Settlement.

- **Frank v. Cannabis & Glass, LLC, et al**, No. 19-cv-00250 (E.D. Wash.), Judge Stanley A. Bastian on April 11, 2022:

Postlethwaite & Netterville, APAC, ("P&N"), the Settlement Administrator approved by the Court, completed the delivery of Class Notice according to the terms of the Agreement. The Class Text Message Notice given by the Settlement Administrator to the Settlement Class, which set forth the principal terms of the Agreement and other matters, was the best practicable notice under the circumstances, including individual notice to all Settlement Class Members who could be identified through reasonable effort.



- **McMorrow, et al. v. Mondelez International, Inc.**, No. 17-cv-02327 (S.D. Cal.), Judge Cynthia Bashant on April 8, 2022:

Notice was administered nationwide and achieved an overwhelmingly positive outcome, surpassing estimates from the Claims Administrator both in the predicted reach of the notice (72.94% as compared to 70%) as well as in participation from the class (80% more claims submitted than expected). (Schwartz Decl. ¶ 14, ECF No. 206-1; Final App. Mot. 3.) Only 46 potential Class Members submitted exclusions (Schwartz Decl. ¶ 21), and only one submitted an objection—however the objection opposes the distribution of fees and costs rather than the settlement itself. (Obj. 3.) The Court agrees with Plaintiffs that the strong claims rate, single fee-related objection, and low opt-out rate weigh in favor of final approval.

- **Daley, et al. v. Greystar Management Services LP, et al.**, No. 2:18-cv-00381 (E.D. Wash.), Judge Salvador Mendoz, Jr. on February 1, 2022:

The Settlement Administrator completed the delivery of Class Notice according to the terms of the Agreement. The Class Notice given by the Settlement Administrator to the Settlement Class... was the best practicable notice under the circumstances. The Class Notice program... was reasonable and provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties entitled to such notice. The Class Notice given to the Settlement Class Members satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of constitutional due process. The Class Notice was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of this Action...

- **Mansour, et al. v. Bumble Trading, Inc.**, No. RIC1810011 (Cal. Super.), Judge Sunshine Sykes on January 27, 2022:

The Court finds that the Class Notice and the manner of its dissemination constituted the best practicable notice under the circumstances and was reasonably calculated, under all the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the Agreement, and their right to object to or exclude themselves from the Settlement Class. The Court finds that the notice was reasonable, that it constituted due, adequate and sufficient notice to all persons entitled to receive notice, and that it met the requirements of due process, Rules of Court 3.766 and 3.769(f), and any other applicable laws.

- **Hadley, et al. v. Kellogg Sales Company**, No. 16-cv-04955 (N.D. Cal.), Judge Lucy H. Koh on November 23, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice



to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Miracle-Pond, et al. v. Shutterfly, Inc.**, No. 2019-CH-07050 (Circuit Court of Cook County, IL), Judge Raymond W. Mitchell on September 9, 2021:

This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- **Jackson-Battle, et al. v. Navicent Health, Inc.**, No. 2020-CV-072287 (Ga Super.), Judge Jeffery O. Monroe on August 4, 2021:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of O.C.G.A. §§ 9-11-23(c)(2).

- **In re: Interior Molded Doors Indirect Purchasers Antitrust Litigation**, No. 3:18-cv-00850 (E.D. Va.), Judge John A. Gibney on July 27, 2021:

The notice given to the Settlement Class of the settlement set forth in the Settlement Agreement and the other matters set forth herein was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings on of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) and the requirements of due process.

- **Krommenhock, et al. v. Post Foods, LLC**, No. 16-cv-04958 (N.D. Cal.), Judge William H. Orrick on June 25, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement and the Notice Plan filed on January 18, 2021 fully satisfy



Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Winters, et al. v. Two Towns Ciderhouse, Inc.**, No. 20-cv-00468 (S.D. Cal.), Judge Cynthia Bashant on May 11, 2021:

The settlement administrator, Postlethwaite and Netterville, APAC ("P&N") completed notice as directed by the Court in its Order Granting Preliminary Approval of the Class Action Settlement. (Decl. of Brandon Schwartz Re: Notice Plan Implementation and Settlement Administration ("Schwartz Decl.") ¶¶ 4–14, ECF No. 24-5.)... Thus, the Court finds the Notice complies with due process.... With respect to the reaction of the class, it appears the class members' response has been overwhelmingly positive.

- **Siddle, et al. v. The Duracell Company, et al.**, No. 4:19-cv-00568 (N.D. Cal.), Judge James Donato on April 19, 2021:

The Court finds that the Class Notice and Claims Administration procedures set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Agreement and this Final Approval Order.

- **Fabricant v. Amerisave Mortgage Corporation**, No. 19-cv-04659-AB-AS (C.D. Cal.), Judge Andre Birotte, Jr. on November 25, 2020:

The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.

- **Snyder, et al. v. U.S. Bank, N.A., et al.**, No. 1:16-CV-11675 (N.D. Ill), Judge Matthew F. Kennelly on June 18, 2020:

The Court makes the following findings and conclusions regarding notice to the Settlement Class:



a. The Class Notice was disseminated to persons in the Settlement Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;

b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Consolidated Litigation, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

- **Edward Makaron et al. v. Enagic USA, Inc.**, No. 2:15-cv-05145 (C.D. Cal.), Judge Dean D. Pregerson on January 16, 2020:

The Court makes the following findings and conclusions regarding notice to the Class:

a. The Class Notice was disseminated to persons in the Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;

b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

- **Kimberly Miller et al. v. P.S.C, Inc., d/b/a Puget Sound Collections**, No. 3:17-cv-05864 (W. D. Wash.), Judge Ronald B. Leighton on January 10, 2020:

The Court finds that the notice given to Class Members pursuant to the terms of the Agreement fully and accurately informed Class Members of all material elements of the settlement and constituted valid, sufficient, and due notice to all Class Members. The notice fully complied with due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law.

- **John Karpilovsky and Jimmie Criollo, Jr. et al. v. All Web Leads, Inc.**, No. 1:17-cv-01307 (N.D. Ill), Judge Harry D. Leinenweber on August 8, 2019:

The Court hereby finds and concludes that Class Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the



Settlement Agreement and that Class Notice and its dissemination were in compliance with this Court's Preliminary Approval Order.

The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.

- **Paul Story v. Mammoth Mountain Ski Area, LLC**, No. 2:14-cv-02422 (E.D. Cal.), Judge John A. Mendez on March 13, 2018:

The Court finds that the Settlement Administrator delivered the Class Notice to the Class following the procedures set forth in the Settlement Agreement; that the Class Notice and the procedures followed by the Settlement Administrator constituted the best notice practicable under the circumstances; and that the Class Notice and the procedures contemplated by the Settlement Agreement were in full compliance with the laws of the United States and the requirements of due process. These findings support final approval of the Settlement Agreement.

- **John Burford, et al. v. Cargill, Incorporated**, No. 05-0283 (W.D. La.), Judge S. Maurice Hicks, Jr. on November 8, 2012:

Considering the aforementioned Declarations of Carpenter and Mire as well as the additional arguments made in the Joint Motion and during the Fairness Hearing, the Court finds that the notice procedures employed in this case satisfied all of the Rule 23 requirements and due process.

- **In RE: FEMA Trailer Formaldehyde Product Liability Litigation**, MDL No. 1873, (E.D. La.), Judge Kurt D. Engelhardt on September 27, 2012:

After completing the necessary rigorous analysis, including careful consideration of Mr. Henderson's Declaration and Mr. Balhoff's Declaration, along with the Declaration of Justin I. Woods, the Court finds that the first-class mail notice to the List of Potential Class Members (or to their attorneys, if known by the PSC), Publication Notice and distribution of the notice in accordance with the Settlement Notice Plan, the terms of the Settlement Agreement, and this Court's Preliminary Approval Order:

- constituted the best practicable notice to Class Members under the circumstances;*
- provided Class Members with adequate instructions and a variety of means to obtain information pertaining to their rights and obligations under the settlement so that a full opportunity has been afforded to Class Members and all other persons wishing to be heard;*



- (c) was reasonably calculated, under the circumstances, to apprise Class Members of: (i) the pendency of this proposed class action settlement, (ii) their right to exclude themselves from the Class and the proposed settlement, (iii) their right to object to any aspect of the proposed settlement (including final certification of the settlement class, the fairness, reasonableness or adequacy of the proposed settlement, the adequacy of representation by Plaintiffs or the PSC, and/or the award of attorneys' fees), (iv) their right to appear at the Fairness Hearing - either on their own or through counsel hired at their own expense - if they did not exclude themselves from the Class, and (v) the binding effect of the Preliminary Approval Order and Final Order and Judgment in this action, whether favorable or unfavorable, on all persons who do not timely request exclusion from the Class;*
- (d) was calculated to reach a large number of Class Members, and the prepared notice documents adequately informed Class Members of the class action, properly described their rights, and clearly conformed to the high standards for modern notice programs;*
- (e) focused on the effective communication of information about the class action. The notices prepared were couched in plain and easily understood language and were written and designed to the highest communication standards;*
- (f) afforded sufficient notice and time to Class Members to receive notice and decide whether to request exclusion or to object to the settlement.;*
- (g) was reasonable and constituted due, adequate, effective, and sufficient notice to all persons entitled to be provided with notice; and*
- (h) fully satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, including the Due Process Clause, and any other applicable law.*



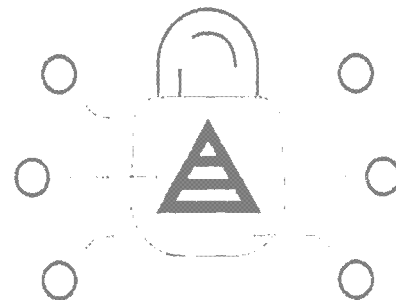
Exhibit C: Data Management Practices and Security Protocols

Data Management Practices and Security Protocols

Confidentiality is Paramount for Our Profession

Confidentiality is of the utmost importance to our client relationships. At EisnerAmper, we are committed to keeping client data secure, which is why we have designed engagement tools and policies to help ensure information security and privacy.

EisnerAmper employs professionals that maintain numerous information technology and data security certifications as well as a Service Organization Control (SOC) services team that has substantial experience in performing SOC engagements for service organizations in a variety of industries. Our SOC services team includes personnel with specialized internal control training and backgrounds. Our professionals have completed the AICPA's SOC School and hold relevant industry certifications. Our professionals help ensure that service organizations receive the highest level of assurance over the effectiveness of their internal controls.



EisnerAmper professionals maintain the following certifications related to information technology, data security, internal controls, and compliance:

CISA (Certified Information Systems Auditor)

CISSP (Certified Info Systems Security Professional)

CIPP/US (Certified Information Privacy Professional/United States)

CIPM (Certified Information Privacy Manager)

JNCIS (Juniper Networks Cert. Internet Specialist)

RSA/CSE (Certified Security Engineer)

Checkpoint Certified Security Admin

MCITP & MCSE - Messaging

CCSP (Cisco Certified Security Professional)

CCNA (Cisco Certified Network Associate)

JNCIA (Juniper Networks Certified Associate)

CIA (Certified Internal Auditor)

CITP (Certified Information Technology Professional)

CRISC (Certified in Risk & Information Systems Control)

Certified HITRUST Practitioner

VCP5 (VMware Certified Professional v5)

VCP6 (VMware Certified Professional v6)

MCITP (Microsoft Certified IT Professional)

MCSE (Microsoft Certified System Engineer)

CCVP (Cisco Certified Voice Professional)

CCNP (Cisco Certified Network Professional)

CCDA (Cisco Certified Design Associate)

MCNE (Master Certified Novell Engineer)

BCSD (Brocade Certified SAN Designer)

DOSD (Dell On Site Diagnostics)

BCFP (Brocade Fiber Channel Professional)

EnCE (Encase Certified Forensic Examiner)

AccessData Certified Forensic Examiner

Our security processes follow industry accepted standards such as NIST, HITRUST, CIS Controls; any required elements from regulatory bodies/legislation such as AICPA, HIPAA, HITECH, FFIEC, CUNA, various state requirements; and vendor best practices (i.e. Microsoft, Cisco, VMWare, etc.) We apply the same requirements delivered through our client engagements to our internal processes. Our work product for client engagements have been reviewed, tested, and ultimately accepted by regulatory bodies and government entities such as OCR, FFIEC, and CUNA.

The EisnerAmper Team served as an expert in an Office for Civil Rights (OCR) investigation for a HIPAA breach at a large, national covered entity. OCR recognized the EisnerAmper Team as "HIPAA Experts" in their final report.

Overview of General Security Practices

Eisner Advisory Group LLC, EisnerAmper LLP and all applicable subsidiaries maintain their network environment with a managed data center provider with locations exclusively in the U.S. The environment is protected at the perimeter with:

- ▣ ***Next-generation firewalls***
- ▣ ***DMZ***
- ▣ ***24/7 Intrusion Detection & Prevention services***

On the interior, activities are monitored with:

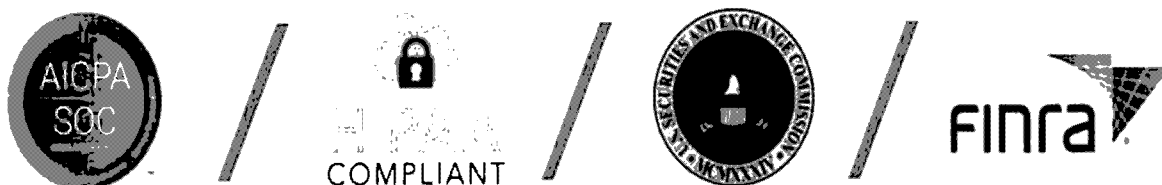
- ▣ ***Web Application Firewalls***
- ▣ ***Inbound/outbound Internet and Email filtering***
- ▣ ***Data Loss Prevention***
- ▣ ***Endpoint Detection & Response systems on every endpoint and server***

System patching and vulnerability remediation are fully automated. All internal data is encrypted using TLS 1.3 in transit and multi-factor-authentication is used for authentication. EisnerAmper

employees receive mandatory Information Security and Social Engineering training on an annual basis.

Client Data Hosting & Security

We utilize data hosting and security services of DartPoints, who maintains certified data centers that adhere to the most rigid standards and meet compliance regulations like PCI, HIPAA, FINRA, Sarbanes-Oxley, and Gramm-Leach-Bliley.



DartPoints Operating Company, LLC. undergoes an annual System and Organizational Controls 2 (SOC 2), Type II exam covering the Security, Confidentiality, Availability, and Processing Integrity Trust Services Categories. EisnerAmper has reviewed the most recent independent auditor report and attest that the scope addressed the current SOC 2, Type II trust services criteria for the in scope categories and the audit opinion was unmodified (“clean” opinion), in all material respects. Based on EisnerAmper’s ongoing vendor monitoring procedures, DartPoints SOC 2, Type II exams have consistently included an unmodified opinion.

Web Application Firewall (WAF)

EisnerAmper utilizes Cloudflare's Web Application Firewall (WAF) to provide robust protection of websites by leveraging advanced threat intelligence and machine learning. Cloudflare blocks the latest attacks, including zero-day exploits, by processing millions of HTTP requests per second. The WAF uses managed and custom rulesets to prevent common threats like SQL injection, cross-site scripting, and credential stuffing. Additionally, you can define challenges or block certain traffic based on the IP address’s geographical location. With fast deployment and easy management, Cloudflare's WAF integrates seamlessly with the firm’s other security measures.



Two-Factor Authentication

Our proprietary claims management applications utilize two-factor authentication provided by Duo Security (<https://duo.com>) for all system users. As described by Duo, *"two-factor authentication adds a second layer of security to your online accounts. Verifying your identity using a second factor (like your mobile phone or other mobile device) prevents anyone but you from logging in, even if they know your password."*



Mass Data Transmission Through Secure Web Portal

In our efforts to use technology to make our client relationships more effective and efficient, EisnerAmper can establish a secure web portal for data transfer on an as-needed basis. Simply put, a secure web portal is a password protected area on our servers that allows users to securely transfer and retrieve information. When transferring a large volume of documents, using a secure web portal is a more efficient practice than traditional methods.

Limited Access to Information and Data Encryption


EisnerAmper makes every reasonable effort to limit access to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request of information resources. Data is protected in transit using TLS 1.3. To further enhance the security of sensitive data at rest, EisnerAmper employs advanced techniques such as column-level encryption and symmetric key encryption. Column-level encryption allows specific columns within a database to be encrypted, ensuring that even if unauthorized access occurs, the sensitive data remains unreadable without the appropriate decryption keys. Symmetric key encryption, on the other hand, uses a single key to both encrypt and decrypt data, providing a fast and efficient method to secure sensitive information. This method ensures that only authorized parties with the correct key can access the data, adding an additional layer of security to protect personal identifiable information (PII), and other sensitive data.

Employee Security Protocols Training and Testing

All firm employees are required to complete annual security awareness training. This is a web-based interactive training using common traps, live demonstration videos, short tests and the new scenario-based Danger Zone exercises. The training specializes in making sure employees understand the importance of protecting information like PII and mechanisms of spam, phishing, spear phishing, malware, ransomware and social engineering, and are able to apply this knowledge in their day-to-day jobs.

Insurance and Limitations of Liability

EisnerAmper maintains insurance coverages appropriate for its size and industry, including cyber and professional liability insurance. More detailed information will be provided on request.



EisnerAmper standard contract language limits liability to the fees paid for the service of work product giving rise to liability. Such limitation does not apply where damages are judicially determined to have been caused by EA's gross negligence or willful misconduct.

Quality Control

Our claims administration teams include professionals trained and certified in, among others, the following areas: project management (PMP), accounting (CPA), internal controls and risk (CIA), information systems controls (CISA), fraud examination (CFE), information systems security (CISSP), and legal analysis (JD).

Our project initiation phase includes an identification of critical focus areas and implementation of a plan that covers the following key components of quality control in the context of claims administration service delivery.

Resource Consistency & Training: Because we maintain a large, diverse professional workforce, our team is scalable without the need for temporary employees for every major project. This organic scalability is important in terms of retained process knowledge as well as consistency of execution and deliverables.

Data Validation: EA implements proactive data validation measures into our online claims platform to minimize claim deficiencies, duplication, and anomalies that require dedication of resources and expenses throughout the claims process.

Segregation of Duties: Segregation of duties is important for risk mitigation and internal control – particularly in the accounting function for large fund projects. The diversity and scalability of our workforce would allow each high risk component of the claims life cycle to be performed by a team member that specializes in the relevant professional area (rather than a single project manager or assigned resource).

Technology & Software Analysis Tools: EA utilizes various software tools to assist in the execution of quality control procedures and identification of suspicious activity. Our systems include “fuzzy” matching logic which allows us to detect and address duplicate claim submissions. We also maintain service subscriptions for technology programs that allow us to research potential fraudulent claim submissions and enables us to report our findings to the parties and Court as appropriate.

Internal Controls: For high risk projects and data sets, our team is able to utilize our Certified Internal Audit (CIA) and other control and risk advisory professionals to design data management and processing protocols that ensure proper internal controls are established.



Fraud, Waste, and Abuse Detection and Prevention

We believe that effective claims administration protocols include fraud detection and prevention but also include mechanisms that combat waste and abuse from legitimate, non-fraudulent sources. EA uses a variety of techniques to prevent and deter fraud as well as monitor areas that are at high risk for wasteful and abusive claims activity. The following sections outline various methods that we employ to fight fraud, waste, and abuse (FWA) in our claims programs.

Data Validation: One mechanism that helps prevent abuse of the claims process, particularly in a claims process that requires minimal documentation (or no claim support), is to implement a maximum number of “units” that can be claimed without supporting documentation. Enforcing a process in which “high volume” claims follow a particular protocol allows us to easily identify high risk claims and implement particular audit or verification procedures focused on that subset of claim submissions.

It may also be reasonable to establish claim filing rules that help proactively prevent duplicative claim submissions. For example, it may be reasonable to limit claims to one-per-user or one-per-household basis. In this situation, the online claims filing platform may be programmed to reject the submission of claims if a previous claim exists that includes the same attributes such as email address, mailing address, or other information such as serial/model number, etc.

Duplicate Claim Identification: Of course, data validation methods are effective only to the extent that the claim submission rules do not become a barrier to participation. Therefore, it is also necessary to utilize techniques to ensure that duplicate claims are identified after they are submitted.

To meet this need, EA utilizes technology that includes “fuzzy” matching logic which allows us to detect and address duplicate claim submissions by going beyond exact matches and analyzing claims that have similar characteristics across a number of fields. For example, we may compare claims that have a combination of 90% commonality amongst the claimant name and 95% match for mailing address (and vice versa). Using these techniques across different claimant attributes has allowed us to identify thousands of duplicative claims that otherwise do not appear suspicious.

Data Analytics: Another method that helps to identify potential FWA activity is the use of data analysis. Our business intelligence professionals utilize custom reporting to identify anomalies in large claims datasets and assess those outliers. We utilize exception reporting to capture scenarios that exist within the data (but should not reasonably be possible) so that we can take appropriate corrective action as needed.

Research Tools: EA maintains service subscriptions for technology programs that allow us to research potential fraudulent claim submissions and enables us to either confirm the legitimacy

of claim information or document findings so that we can report to the parties and Court as appropriate.

The following examples illustrate our experiencing in employing fraud detection and prevention tools and processes in the class action settlement environment:

CRT Antitrust Litigation

EA helped establish various thresholds for claims audit procedures as well as executed many different claims analysis processes to identify high risk or suspicious claims activity.

To date, EA's efforts have resulted in a recovery of over \$100 Million in settlement fund value. We have achieved significant results related to (a) ineligible claim withdrawals, (b) duplicate claim identification, (c) adjustments resulting from completed claim audits, and (d) FWA procedures. The value of the recovery is determined by the total per-unit dollar value increase of all units which remain in the settlement program as a result of the claims review process.

Deepwater Horizon Economic Claims Center (DHECC)

EA provided personnel to help create the fraud, waste and abuse (FWA) team for this program. This team managed and oversaw the investigative review process of potentially fraudulent Business Economic Loss and Seafood claims.

Engineering the Process – EA created the investigative work plans, consistency guidelines and a quality checklist to drive uniformity of each investigation. The guidelines documented standard language, management decisions, investigation requirements, scope and best practices.

Predictive Analysis (Statistical Analysis Software, or SAS) – Our analysts recommended data points and metrics for predictive modeling and anomaly detection within the data analytics software used to automate the way in which potentially fraudulent claims were identified. Our team tested the weighted business rules used to score claims based on where they fell on a spectrum, which allowed for the prioritization of claims with a higher likelihood of fraud.

Investigation & Reporting – EA's FWA team performed a thorough investigation of the financial records for claims identified by SAS in addition to internal and external referrals as having indicia of fraud. Investigations included review of documentation germane to claim, identification and investigation of red flags, and outreach to claimants or third parties, as necessary. The fraud team created a summary of fraud findings for each claim utilizing analysis and state and federal databases. Analysts prepared detailed court documents for appeals panelists in the event claimants appealed the initial findings, and circulated internal reports of possible organized fraud schemes.

EXHIBIT F

**IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA**

BRUCE RIGGS and BRETT GARROTE,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

TRISTAR INSURANCE GROUP, INC.

Defendant.

Case No: CJ-2025-00745

[PROPOSED] FINAL APPROVAL ORDER

WHEREAS on _____, _____, 2026, Plaintiffs submitted to the Court their Unopposed Motion for final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS on _____, _____, 2026, the Court entered its Order granting Preliminary Approval of the Settlement, which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action should proceed as a class action pursuant to 12 O.S. § 2023 and certified the class: (3) appointed Plaintiffs as settlement Class Representatives; (4) appointed Nicholas A. Migliaccio, Jason S. Rathod, and Saran Q. Edwards of Migliaccio & Rathod LLP, and Mona Amini and Abbas Kazarouni of Kazarouni Law, APC as Settlement Class Counsel; (5) approved the form and manner of Notice and the Notice Program; (6) approved the Claim process and Claim Form; and (7) set the Final Fairness Hearing;

WHEREAS, thereafter, Notice was provided in accordance with the Court's Preliminary Approval Order by direct Postcard Notice and the Long Form Notice was

available to Settlement Class Members on the Settlement Website or on request to the Settlement Administrator;

WHEREAS on _____, _____, 2026, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider settlement Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards;

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Court has jurisdiction over this matter pursuant to 12 O.S. § 2004(F) and personal jurisdiction over all Parties to the Action, including Settlement Class Members.
2. This Order incorporates the definitions in the Settlement Agreement and all capitalized terms used in this Order have the same meanings as set forth in that Agreement, unless otherwise defined herein.
3. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The Notice and Notice Program fully satisfied the requirements of due process, 12 O.S. § 2023(C), and all other applicable law and rules. The Claims process is also fair, and the Claim Form is easily understandable.
4. The Settlement is in all respects fair, reasonable, and adequate, after considering all of the 12 O.S. § 2023(C) factors, highlighted by evidence that: (A) the Settlement Class Representatives and Settlement Class Counsel have adequately represented the Settlement Class; (B) the Settlement was negotiated in good faith and at arm's-length among competent, experienced counsel with the assistance of a qualified mediator; (C) the Settlement relief is adequate; and (D) the Settlement treats

Settlement Class Members equitably relative to each other. The Settlement was made based on a record that is sufficiently developed and complete to have enabled the Parties to adequately evaluate and consider their positions.

5. Pursuant to 12 O.S. § 2023(E), the Court finds after a hearing and based upon all submissions of the Parties and other interested persons, including any objections filed with the Court, the Settlement proposed by the Parties is fair, reasonable, and adequate. The terms of and provisions of the Agreement were the product of good faith arm's-length negotiations among experienced counsel. Approval of the Agreement will result in substantial savings of time, money and effort to the Court and the Parties, and will further the interests of justice.

6. ___ individuals opted-out and ___ objected to the Settlement.

7. Based on the information presented to the Court, the Claims process has proceeded as ordered and consistent with the Agreement and Preliminary Approval Order. All Settlement Class Members who submitted Valid Claims shall receive their Settlement Class Member Benefits pursuant to the Settlement's terms. All Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

8. The distribution plan for Settlement Class Member Benefits proposed by the Parties in the Agreement is fair, reasonable, and adequate.

9. The Settlement Class Representatives and Settlement Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of Settlement Class Members in connection with the Settlement.

10. Because the Court grants Final Approval of the Settlement set

forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

11. All Parties to this Action, including all Settlement Class Members, are bound by the Settlement as set forth in the Settlement Agreement and this Order.

12. Pursuant to 12 O.S. § 2023(C), the Court finds that Class Representatives Bruce Riggs and Brett Garrote are Members of the Class, that their claims are typical of the Class, and that they fairly and adequately protected the interests of the Class throughout the proceedings in the Action. The appointment of Plaintiffs as the Settlement Class Representatives is therefore affirmed.

13. Having considered the factors set forth in 12 O.S. § 2023(F), the Court finds that Class Counsel have fairly and adequately represented the Class for purposes of entering into and implementing the settlement and thus the appointment of Nicholas A. Migliaccio, Jason S. Rathod, and Saran Q. Edwards of Migliaccio & Rathod LLP, and Mona Amini and Abbas Kazarouni of Kazarouni Law, APC as Settlement Class Counsel is affirmed.

14. The Court affirms its findings that the Settlement Class meets the relevant requirements of 12 O.S. §§ 2023(A) and (B) and for purposes of the Settlement that: joinder of all Class Members in a single proceeding would be impracticable, if not impossible, because of their numbers and dispersion. Common issues exist among Class Members and predominate over questions affecting individual Class Members only: in particular, whether TRISTAR was negligent regarding its handling of Plaintiffs' personally identifiable information. The Class Representatives' claims are typical of, indeed identical to, those of the Class, as the Class Representatives had their personally identifiable information accessed or

acquired in the Data Incident. The Class Representatives and their Counsel will fairly and adequately protect the interests of the Class as the Class Representatives have no interests antagonistic to the Class and have retained counsel who are experienced and competent to prosecute this matter on behalf of the Class. Finally, a class settlement is superior to other methods available for a fair resolution of the controversy.

15. Therefore, pursuant to 12 O.S. § 2023(C) the Court finally certifies the following Nationwide Settlement Class¹: “All persons within the United States whose personally identifiable information (“PII”) was subjected to the Data Breach in November 2022, including all persons who received Defendant’s notice of the Data Breach.” Additionally, the Court finally certifies there a California Subclass, defined as follows: “ All persons residing within the State of California whose personally identifiable information (“PII”) was subjected to the Data Breach in November 2022, including all persons who received Defendant’s notice of the Data Breach.”

16. The Settlement Class excludes: (i) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (ii) the Judge assigned to evaluate the fairness of this Settlement; and (iii) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data incident or who pleads nolo contendere to any such charge.

17. Judgment shall be, and hereby is, entered dismissing the Action with prejudice, on the merits.

18. As of the Effective Date, and in exchange for the relief described in the

¹ The Nationwide Class together with the California Subclass constitutes the “Settlement Class.”

Settlement, the Releasing Parties hereby fully and irrevocably release and forever discharge the Released Parties from the Released Claims.

19. In consideration for this Agreement and the consideration set forth herein, Plaintiffs and Settlement Class Members and Releasing Parties acknowledge that the Releases and the release herein include potential claims and costs that may not be known or suspected to exist and that Plaintiff and the Settlement Class Members hereby agree that all rights under California Civil Codes § 1542, and any similar law of any state or territory of the United States, are expressly and affirmatively waived. California Civil Code § 1542 states as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

20. Pursuant to 12 O.S. § 2023(0), the settlement Class Counsel is awarded _____ for attorneys' fees, expenses and costs. The Attorneys' Fees and Costs shall be paid by TRISTAR separate and apart from the funds available for payment to Settlement Class Members.. Class Counsel initiated the Action on behalf of Plaintiffs and acted to protect the Class. Their efforts have produced the Agreement entered into in good faith that provides a fair, reasonable, adequate, and certain results for the Class. Class Counsel is entitled to reasonable attorneys' fees and reimbursement of expenses for their work.

21. The Settlement Class Representatives shall be awarded Service Awards in the amount of \$ 8,000.00 (\$4,000.00 each). The Service Awards shall be paid by TRISTAR Paycom separate and apart from the funds available for payment to Settlement Class Members.

22. Plaintiffs, all Settlement Class Members, Releasing Parties, and persons acting on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

23. The Court hereby retains and reserves jurisdiction over: (1) implementation of this Settlement and any distributions to the Settlement Class Members; (2) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (3) all Parties, for the purpose of enforcing and administering the Settlement.

24. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The Action shall return to its status immediately prior to execution of the Agreement.

25. Pursuant to 12 O.S. § 2023(C), all persons who satisfy the Class Definition above shall be bound by this Order.

26. None of the Settlement, this Order, nor the fact of the Settlement

constitutes any admission by any of the Parties of any liability, wrongdoing, or violation of the law, damages, or lack thereof, or of the validity or invalidity of any claim or defense asserted in the Action.

27. The Court finds that no reason exists for delay in ordering final judgment pursuant to 12 O.S. § 681 and hereby directs the Clerk to enter this Order forthwith.

28. The Clerk of Court is hereby directed to enter final judgment forthwith.

So ordered on this _____ day of _____, 2026

HONORABLE DAMAN CANTRELL
TULSA COUNTY DISTRICT JUDGE

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FINAL JUDGMENT

The Court has entered Final Approval of the Parties' Settlement. Accordingly, Plaintiffs' and the Class' claims against Defendant TRISTAR Insurance Group, Inc., are hereby Dismissed with Prejudice. The Clerk is therefore directed to close this Action.

So ordered on this _____ day of _____, 2026

HONORABLE DAMAN CANTRELL
TULSA COUNTY DISTRICT JUDGE