

**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

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**PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' MOTION  
FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

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Plaintiffs Bruce Riggs and Brett Garrotte (“Plaintiffs” and “Class Representatives”), individually and on behalf of the Settlement Class, respectfully submit this Memorandum of Law

in support of Plaintiffs' Motion for Final Approval of Class Action Settlement.<sup>1</sup>

## I. INTRODUCTION

On February 26, 2026, this Court preliminary approved the Settlement between Plaintiffs and Defendant TRISTAR Insurance Group, Inc. ("TRISTAR" or "Defendant").<sup>2</sup> The Settlement provides favorable Settlement Benefits, which include substantial monetary compensation and non-monetary benefits, including Credit Monitoring Services and injunctive relief, providing real relief and protection to Settlement Class Members whose personally identifiable information ("PII") may have been compromised in a data security incident occurring on or about November 4, 2022 (the "Data Incident").

Under the Settlement, TRISTAR will make \$1,000,000.00 available to Settlement Class Members who submit Approved Claims for: (1) Out-of-Pocket Expenses Payments up to \$500.00 for reimbursement of documented Out-of-Pocket Losses; (2) Lost Time Payments of up to four hours at \$25.00 per hour (for a maximum amount of \$100.00) for the claimed time responding to issues raised by the Data Incident; (3) Extraordinary Loss Payments of up to \$5,000.00 for compensation of documented Extraordinary Losses stemming from fraud or identity theft resulting from the Data Incident; (4) Alternative Cash Payments of \$100.00 for California Subclass Settlement Class Members and \$40 for non-California Subclass Settlement Class Members in lieu of receiving reimbursement for Out-of-Pocket Losses, Extraordinary Losses, and Lost Time; (5) three (3) years of triple bureau Credit Monitoring Services, which 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. (S.A. ¶¶

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<sup>1</sup> Unless otherwise noted, capitalized terms have the same meaning assigned to them in the Settlement Agreement ("S.A.").

<sup>2</sup> The Preliminary Approval Order was filed on March 17, 2026.

46-47). In addition, TRISTAR is undertaking meaningful Business Practice Changes, to further enhance its data security, including but not limited to: (i) enhancements in data management, (ii) identity protection, and (iii) cloud security and threat detection capabilities, which is estimated to cost \$150,000. (S.A. ¶ 50). This Settlement provides substantial and meaningful relief for the Settlement Class.

Pursuant to the Court’s Preliminary Approval Order, Notice was sent to the Settlement Class with information on this case, Settlement Class Members’ rights and applicable deadlines, as well as the process for submitting a Claim to receive Settlement Benefits. Plaintiffs now submit their unopposed Motion for Final Approval of the Settlement. Considering the valuable benefits conveyed to Members of the Settlement Class, and the significant risks inherent in continued litigation, the Settlement is “fair, reasonable, and adequate,” and merits final approval. *See* 12 O.S. § 2023(E).

## **II. FACTUAL BACKGROUND**

The underlying litigation stems from the Data Incident that occurred on or about November 4, 2022, in which the personally identifiable information (“PII”) of Settlement Class Members may have been compromised. *See* Class Action Pet. (“Pet.”), ¶ 2. The types of information affected by the Data Incident included full names, Social Security numbers, and dates of birth. *Id.* Defendant sent notice of the Data Incident via mail to Plaintiffs and the putative Settlement Class Members on or about February 1, 2024, informing them their PII may be at risk as a result of the Data Incident. *Id.* ¶ 2.

On February 24, 2024, Plaintiffs filed their Class Action Petition, alleging violations of the California Consumer Protection Act, Cal. Civ. Code §§ 1789.100, et seq. (“CCPA”), California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, et seq. (“UCL”), 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. Pet. ¶¶ 117-125. The defined Nationwide Class consists of “[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.” *Id.* ¶ 86. Additionally, the California Subclass is defined as “[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.” *Id.*

Prior to engaging in settlement negotiations, Plaintiffs requested and received informal discovery from Defendant concerning the Data Incident. The Parties engaged in significant arm’s-length settlement negotiations between November 2024 and January 2025, including a full-day and subsequent half-day mediation session facilitated by esteemed mediator, Robert A. Meyer, Esq., on November 18, 2024, and November 26, 2024. Prior to, during, and following the mediation, the Parties exchanged information regarding the Data Incident as well as mediation briefs outlining their respective positions with respect to liability, damages, and other settlement-related issues. This information, together with other information gathered through Plaintiffs’ counsel’s investigation and informal discovery, enabled Plaintiffs and Class Counsel to make an informed decision regarding the ultimate settlement. 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, but the Parties ultimately reached an agreement as to attorneys’ fees, costs, expenses and service awards for the Class Representatives.

Although Plaintiffs and Class Counsel believe that the factual and legal claims asserted in the Action are meritorious, they recognize the outcome of the Action and the claims asserted

therein are uncertain, and that protracted litigation would entail substantial cost, risk, and delay of benefits and relief (if any) for Plaintiffs and Settlement Class Members. Class Counsel have investigated the facts relating to the claims and defenses alleged and the underlying events in the Action, have made a thorough study of the legal principles applicable to the claims and defenses asserted, and have conducted a thorough assessment of the strengths and weaknesses of the claims. After this thorough analysis, combined with the additional information gathered through informal discovery and the mediation sessions, Plaintiffs and Class Counsel concluded it would be in the best interest of the Settlement Class to enter into this Agreement, particularly in light of the substantial value derived from this Settlement and the avoidance of the inherent uncertainties of litigation and assuring that the benefits reflected herein are obtained for the Settlement Class.

On January 19, 2026, Plaintiffs filed their Unopposed Motion for Class Action Settlement, which the Court granted on March 17, 2026. As directed in the Preliminary Approval Order, Notice was sent to the Settlement Class with information on this case, the Settlement, and the process for submitting a claim. Plaintiffs and Class Counsel submit that the Settlement presented to the Court for final approval is fair, reasonable, and adequate, and in the best interest of the Settlement Class. As such, the Court should grant final approval of the Settlement as detailed in the below memorandum.

### **III. TERMS OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Class Definition**

For settlement purposes only, Plaintiffs propose certification of the following Nationwide Class and California Subclass (collectively the “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) 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. S.A. ¶ 36(i)-(iv).

**B. Settlement Benefits<sup>3</sup>**

The Settlement Agreement provides meaningful relief via significant monetary compensation and non-monetary benefits to Settlement Class Members who choose to take advantage of the Settlement.

***1. Monetary Payments to Settlement Class Members.***

Under the Settlement Agreement, TRISTAR will make \$1,000,000.00 available for Settlement Class Members’ Approved Claims (the “Aggregate Cap”). S.A. ¶ 47. Settlement Payments may be subject to a pro rata decrease, depending on the aggregate amount of valid claims made. *Id.*

**a. Out-of-Pocket Expenses Payment**

All Settlement Class Members may submit a claim for up to Five Hundred Dollars and

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<sup>3</sup> The funds remaining from returned or uncashed Settlement Award checks shall be distributed to the Electronic Information Privacy Center (EPIC), the agreed-upon Non-Profit Residual Recipient. *See* S.A. ¶ 53. Therefore, the funds will not revert to TRISTAR. *Id.*

Zero Cents (\$500) for reimbursement of documented Out-of-Pocket Losses. *Id.* ¶ 46(a). To receive reimbursement for Out-of-Pocket Losses, Settlement Class Members need only submit a valid Claim Form that includes third-party documentation supporting the loss (*i.e.*, receipts). *Id.*

**b. Lost Time Payment**

Settlement Class Members may also submit a claim for attested time spent for up to four (4) hours at Twenty-Five Dollars and Zero Cents (\$25.00) per hour (for a maximum amount of \$100.00) with an attestation that they spent the claimed time responding to issues raised by the Data Incident. *Id.* ¶ 46(b).

**c. Extraordinary Loss Payment**

Settlement Class Members are also eligible to receive compensation for Extraordinary Losses stemming from fraud or identity theft resulting from the Data Incident of up to Five Thousand Dollars and Zero Cents (\$5,000.00), upon submission of a valid Claim Form and third-party documentation supporting the loss. *Id.* ¶ 46(c).

**d. Alternative Cash Payment**

Lastly, in lieu of receiving reimbursement for Out-of-Pocket Losses, Extraordinary Losses, and Lost Time, Settlement Class Members in the California Subclass may elect to submit a claim for an Alternative Cash Payment in the amount of One Hundred Dollars and Zero Cents (\$100.00). *Id.* ¶ 46(d). Non-California Subclass Settlement Class Members can elect to receive an Alternative Cash Payment of Forty Dollars and Zero Cents (\$40). *Id.*

**2. Credit Monitoring Services.**

In addition to the monetary payments described above, all Settlement Class Members who submit timely claims are eligible to enroll in three (3) years of triple bureau Credit Monitoring Services. S.A. ¶ 49. The Credit Monitoring Services will 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. *Id.*

### **3. Business Practices Changes.**

Moreover, TRISTAR represents that it has already taken, and will continue to implement, numerous measures (hereinafter “Business Practices Changes”) to further enhance its data security, including but not limited to: (i) enhancements in data management, (ii) identity protection, and (iii) cloud security and threat detection capabilities. *Id.* ¶ 50. According to TRISTAR, the Business Practices Changes are estimated to have cost \$150,000. *Id.* 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. *Id.*

### **C. Service Awards, Attorneys’ Fees, and Litigation Expenses**

Concurrent with the filing of this Motion, Plaintiffs separately applied to this Court for an award of Attorney’s Fees and Expenses and Service Awards for Class Representatives in their Motion for Attorney’s Fees, Expenses and Service Awards. As discussed in the Motion for Attorney’s Fees, Expenses, and Service Awards, any attorneys’ fees, costs and expenses awarded will be paid separate and apart from the Aggregate Cap of \$1,000,000.00 and will have no impact on any of the Settlement Benefits available to Settlement Class Members if the Settlement is granted final approval by the Court.

## **IV. THE SETTLEMENT MERITS FINAL APPROVAL**

Oklahoma law requires Court approval for any class action settlement that releases the claims of absent class members. 12 O.S. § 2023(E). “Because [12 O.S.] § 2023 bears great similarity to the provisions of Federal Rule of Civil Procedure 23, [the Court] may resort to federal authority to shed light on its rationale.” *Bayhulle v. Jiffy Lube Int’l, Inc.*, 2006 OK CIV APP 130,

¶ 9 (citing *Mattoon v. City of Norman*, 1981 OK 92, ¶ 8). Consequently, federal case law and the Federal Rules of Civil Procedure should be viewed by the Court as instructive. Approval is a two-step process. The first stage is to preliminarily approve the settlement and authorize the dissemination of notice of the settlement to the Class. *Harris v. Chevron U.S.A., Inc.*, No. 15-cv-0094, 2019 W L 5846917, at \* 2 (W.D. Okla. July 29, 2019). The Court has already carried out this first step with its Preliminary Approval Order. Plaintiffs now request that the Court take the second step by granting final approval of the Settlement.

However, before the Court can finally approve the Settlement, the Plaintiffs must show that the Settlement is fair, reasonable, and adequate. 12 O.S. § 2023(E)(2). In determining if a settlement is fair, adequate, and reasonable, the court should consider: “(1) whether the proposed settlement was fairly and honestly negotiated, (2) whether serious questions of law and fact exist, placing the ultimate outcome of litigation in doubt, (3) whether the value of an immediate recovery outweighs the mere possibility of future relief after protracted and expensive litigation, and (4) the judgment of the parties that the settlement is fair and reasonable.” *Louisiana Mun. Police Employees' Ret. Sys. v. McClendon*, 2013 OK CIV APP 64, 11 14 (citing *Velma-Alma Indep. Sch. Dist. No. 15 v. Texaco, Inc.*, 2007 OK CIV APP 42, 162 P.3d 238, 243, fn 10). Here, as discussed in greater detail below, all of this criterion is satisfied. Therefore, final approval of the Settlement is warranted.

#### **A. The Settlement Was Fairly and Honestly Negotiated at Arm’s Length**

The Settlement was reached after months of arms-length negotiations and two mediation sessions with a well-regarded mediator. See Declaration of Abbas Kazerounian (“KLG Decl.”) ¶ 5; and Declaration of Nicholas Migliaccio (“M&R Decl.”) ¶ 5. After Plaintiffs filed their respective class action complaints and subsequent consolidated complaint, the Parties engaged in informal

discovery and explored and discussed at length the factual and legal issues in the Action. *See* KLG Decl. ¶¶ 5, 10; M&R Decl. ¶¶ 5, 7. The Parties' arm's-length settlement negotiations took place between November 2024 and through July 2025, ultimately resulting in the Settlement. 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. *See* KLG Decl. ¶ 9; M&R Decl. ¶ 7. The Parties further negotiated the terms of the proposed written Settlement Agreement, and the draft Notice, Claim Form, and proposed Order attached thereto and submitted to the Court with Plaintiffs' Motion for Preliminary Approval. As a result, this factor supports the granting of final approval. *See Leonardo's Pizza by the Slice, Inc. v. Wal-Mart Stores, Inc.*, 544 U.S. 1044 (2005) (a "presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arm's-length negotiations between experienced, capable counsel after meaningful discovery." (quoting Manual for Complex Litigation, Third 30.42 (1995))).

**B. Serious Questions of Law and Fact Exist, Placing the Ultimate Outcome of Litigation in Doubt**

The Court should look favorably upon the value conferred to the Settlement Class through Settlement because the benefits to the Settlement Class Members are guaranteed, whereas the chances of prevailing on the merits are uncertain, particularly where serious questions of law and fact exist. Simply put, data breach litigation is evolving, and inherently risky, and there is no guarantee of a successful result. *Gordon v. Chipotle Mexican Grill, Inc.*, Civil Action No. 17-cv-01415-CMA-SKC, 2019 U.S. Dist. LEXIS 215430, at \*3 (D. Colo. Dec. 16, 2019) ("Data breach cases... are particularly risky, expensive, and complex.").

While Plaintiffs strongly believe in the merits of their case, they also understand that should litigation continue, TRISTAR would likely assert several potentially case-dispositive defenses. *See*

KLG Decl. ¶ 12; M&R Decl. ¶ 10. Given the rapidly evolving law surrounding data breach litigation like the instant matter, Plaintiffs can face substantial hurdles to make it past the pleading stage. *See, e.g., Hammond v. Bank of N.Y. Mellon Corp.*, 2010 U.S. Dist. LEXIS 71996, at \*2-4 (S.D.N.Y. June 25, 2010) (collecting data breach cases dismissed at the Rule 12(b)(6) or Rule 56 stage). Obtaining Class certification is another significant obstacle, and has been denied in some data breach cases. *See, e.g., In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013). Although Plaintiffs maintain confidence in the strength of the merits of their claims, and dispute the defenses TRISTAR would assert, their success at trial would be uncertain. However, through the Settlement, Plaintiffs and Settlement Class Members are provided significant Settlement Benefits without having to face the inherent risks and delay of litigation, and possibility of receiving no relief at all. Therefore, this factor weighs in favor of final approval.

**C. The Value of an Immediate Recovery Outweighs the Mere Possibility of Future Relief After Protracted and Expensive Litigation**

As discussed above, the Settlement guarantees Settlement Class Members real relief and significant value for their harms, as well as protections from future harm from the Data Incident. Settlement Class Members may submit claims for Out-of-Pocket Expenses Payments up to \$500.00, Lost Time Payments up to \$100.00, Extraordinary Expenses Payments up to \$5,000, Alternative Cash Payments of \$100 for each California Subclass Settlement Class Member or \$40 for each non-California Subclass Settlement Class Member, and three (3) years of Credit Monitoring Services, (S.A. ¶ 46) without bearing the burden, expense, uncertainty, and delay of contested litigation (where relief is not guaranteed).. Therefore, this factor also weighs in favor of final approval of the Settlement.

**D. Class Counsel Submit the Settlement is Fair and Reasonable**

The judgment of the Parties and their counsel also supports the finding that the Settlement is fair and reasonable. In the experience of Class Counsel, who have successfully litigated numerous data breach cases and are privy to settlements in other similar matters, the benefits provided by this Settlement is an outstanding result for the Settlement Class. *See* KLG Decl. ¶ 6; M&R Decl. ¶ 17. Further, Class Counsel relied upon their experience and review of other data breach litigation and compared settlements in other similar matters in negotiating the instant Settlement. *See* KLG Decl. ¶ 14; M&R Decl. ¶ 14. As a result, the Settlement Benefits described above provide meaningful relief to the Settlement Class and compare quite favorably to similar data breach class action settlements approved by this Court and other courts in similar matters. *See, e.g., Trimble et al. v. Paycom Payroll LLC*, No. 5:24-cv-00154 (W.D. Okla.) (data breach class action involving 21,451 class members settled for \$900,000); *Dickey's Barbeque Restaurants, Inc.*, No. 20-cv-3424, ECF No. 62 (N.D. Tex.) (data breach class action involving more than 3 million people that settled for only \$2.3 million – approximately \$0.76 per class member); *In re Herff Jones Data Breach Litigation*, No. 21-cv-1329 (S.D. Ind.) (data breach class action involving more than 1 million people that settled for \$4.35 million -approximately \$4.35 per class member); *Winstead v. ComplyRight, Inc.*, No. 1:18-cv-04990 (N.D. Ill.) (data breach class action involving 665,689 that settled for \$3.025 million – approximately \$4.54 per class member). Accordingly, this factor also weighs in favor of final approval of the Settlement.

#### **E. The Method of Distributing Relief is Equitable and Effective**

The Settlement does not provide any preferential treatment to the named Plaintiffs or Settlement Class Members. Specifically, all Settlement Class Members are eligible to recover Settlement Benefits that compensate for damages caused by the Data Incident by submitting Claims for Out-of-Pocket Losses or Extraordinary Losses (supported by documentation), Lost

Time Payments, and Credit Monitoring Services, or Alternative Cash Payments (without the need to submit documentation). Further, all Settlement Class Members equally benefit from the Business Practice Changes implemented by TRISTAR following the Data Incident. Thus, the plan of distribution is comprehensive-providing various avenues for Settlement Class Members to receive equitable and effective relief.

**F. The Proposed Attorneys' Fees and Expenses Are Reasonable**

In Plaintiffs' separate concurrently filed motion, Plaintiffs have requested an award of Attorney's Fees and Expenses in the amount of \$450,000.00 as contemplated by the Settlement Agreement. As discussed in greater detail in Plaintiffs' separate motion, the requested award of fees and costs is reasonable and well within the range of awards approved by this Court and other courts in similar contingency fee matters and class actions settlements resulting in substantial conferred benefit to the Settlement Class. Further, any award of Attorney's Fees and Expenses to Class Counsel will not diminish or in any way impact the Settlement Benefits available to the Settlement Class if the Settlement is granted final approval.

For these reasons, and based on Class Counsel's experience in similar data breach class action litigation, Class Counsel are of the opinion that the Settlement is fair, reasonable, and adequate, and should be granted final approval by the Court.

**V. FINAL CERTIFICATION OF THE SETTLEMENT CLASS IS APPROPRIATE**

When a settlement is reached before certification, a court must also determine whether to certify the settlement class. *See, e.g., Manual for Complex Litigation*, § 21.632 (4th ed. 2014); *Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 613-14 (1997). The Court previously provisionally certified the Settlement Class based on the below criteria in the Preliminary Approval Order, and final settlement class certification is warranted for the same reasons.

**A. 12 O.S. § 2023(A) Requirements are Satisfied.**

**Numerosity:** 12 O.S. § 2023(A)(I) requires that a proposed settlement class be “so numerous that joinder of all class members is impracticable.” “The numerosity test is satisfied by numbers alone when the size of the class is in the hundreds.” *Black Hawk Oil Co. v. Exxon Corp.*, 1998 OK 70,117,969 P.2d 337, 343 (Dec. 17, 1998) (citation omitted). Here, the proposed Class consists of 36,712 individuals. *See* the Declaration of Jordan Bakondy Regarding Notice and Claims Administration (“Admin. Decl.”) ¶ 5. Here, because joinder of over 36,000 Settlement Class Members’ claims is impracticable, the numerosity requirement is satisfied.

**Commonality:** 12 O.S. § 2023(A)(2) mandates that “questions of law or fact common to the class” exist. Specifically, the proponents of certification must identify a common contention “of such a nature that it is capable of class wide resolution-which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke.” *Naylor Farms, Inc. v. Chaparral Energy, LLC*, 923 F.3d 779, 789 (10th Cir. 2019) (quoting *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338,350 (2011)). Here, Plaintiffs and all Settlement Class Members similarly had their PII was compromised due to the same Data Incident. *See, e.g.*, Pet. As a result, their claims will involve numerous common questions of law and fact, share common proof, and will be resolved in the same way for all Settlement Class Members, such as whether TRISTAR owed Plaintiffs and Class Members a duty to handle their PII with reasonable care, and whether TRISTAR’s data security practices were so inadequate that they breached that duty. *See Id.* 923 F.3d at 789, n. 10 (explaining that whether a defendant breached a duty allegedly owed to all class members is a common question). Therefore, the commonality requirement is satisfied.

**Typicality:** 12 O.S. § 2023(A)(3) requires that “[t]he claims or defenses of the representative parties are typical of the claims or defenses of the class.” However, the interests and

claims of named plaintiffs and class members “need not be identical,” provided they are “based on the same legal or remedial theory.” *DG ex rel. Stricklin v. Devaughn*, 594 F.3d 1188, 1198-99 (10th Cir. 2010). But the typicality requirement is satisfied where the interests of named plaintiffs and class members are not antagonistic to one another, and where the harm or risk of harm encountered by the named plaintiffs and class members stem from the same alleged conduct of the defendant. *See id.* at 1199. Here, the claims of Plaintiffs are typical of the Settlement Class as Plaintiffs and all Settlement Class Members’ claims arise out of the same Data Incident in which their PII was compromised as a result of TRISTAR’s alleged deficient data security practices. Thus, typicality is met.

***Adequacy of Representation:*** According to 12 O.S. § 2023(A)(4), the class representatives must “fairly and adequately protect the interests of the class.” In assessing the adequacy requirement, courts look to answer two questions, to wit: “(1) do the named plaintiffs and their counsel have any conflicts of interests with other class members [;] and (2) will the named plaintiffs and their counsel prosecute the action vigorously on behalf of the class?” *Rutter & Wilbanks Corp. v. Shell Oil Co.*, 314 F.3d 1180, 1187-88 (10th Cir. 2002). Plaintiffs do not have any interests antagonistic to other Class Members and have retained qualified and experienced Counsel. *See* KLG Decl. ¶ 16; M&R Decl. ¶ 16. Further, Class Counsel have vigorously represented Class Members; their diligence resulting in a settlement that will guarantee the delivery of meaningful relief to Class Members. *See generally*, S.A. ¶ 46. Therefore, the adequacy requirement is satisfied.

#### **B. The Requirements of 12 O.S. § 2023(B)(3) Remain Satisfied.**

12 O.S. § 2023(B)(3) requires that “questions of law or fact common to class members

predominate over any questions affecting only individual members,” and that class treatment is “superior to other available methods for the fair and efficient adjudication of the controversy.” Here, the predominance and superiority requirements are satisfied.

**Predominance:** “[T]he predominance inquiry ‘asks whether the common, aggregation enabling issues in the case are more prevalent or important than the non-common, aggregation defeating, individual issues.’” *Naylor Farms*, 923 F.3d at 789 (quoting *CGC Holding Co., LLC v. Broad and Cassel*, 773 F.3d 1076, 1087 (10th Cir. 2014) (quoting Newberg on Class Actions 4:49)). “Critically, so long as at least one common issue predominates, a plaintiff can satisfy [predominance]-even if there remain individual issues, such as damages, that must be tried separately.” *Naylor Farms*, 923 F.3d at 789 (citing *Tyson Foods, Inc. v. Bouaphakeo*, 136 S. Ct. 1036, 1045 (2016)). Since the overwhelming majority of the issues of law and fact are common amongst all Class Members in the present case, predominance is met. *See In re Equifax Inc. Customer Data Sec. Breach Litig.*, 2020 U.S. Dist. LEXIS 7841, at \*186 (N.D. Ga. Jan. 13, 2020) (citation omitted) (“The focus on a defendant’s security measures in a data breach class action ‘is the precise type of predominant question that makes class-wide adjudication worthwhile.’”). Plainly stated, the only potentially individualized issue before the Court is the amount of damages, which does not defeat predominance. *Brown v. Electrolux Home Products, Inc.*, 817 F.3d 1225, 1239 (11th Cir. 2016) (“The ‘black letter rule’ recognized in every circuit is that ‘individual damage calculations generally do not defeat a finding that common issues predominate.’”).

**Superiority:** Pursuant to 12 O.S. 2023(B)(3), this inquiry requires courts to consider class members’ interest in individually controlling the litigation, the extent and nature of any litigation already begun by class members, the desirability or undesirability of concentrating the litigation in the particular forum, and the difficulties likely to be encountered in the management of a class

action. Here, all the above-referenced factors weigh in favor of finding the superiority requirement is met. For example, for most of the 36,712 Settlement Class Members, individual damages are likely to be too small to justify individual litigation, particularly as data breach litigation involves complex technical issues and expert testimony that makes pursuing individual relief costly. Moreover, litigating the claims of thousands of individuals-which would require presentation of the same evidence and expert opinion-would be manifestly inapposite to judicial efficiency. In addition, this forum is appropriate, as Plaintiff Riggs is an Oklahoma citizen. Summarily, class treatment is better than individual litigation in the Action. As a result, superiority is satisfied.

Based on the reasons above, and the reasons enumerated in the Preliminary Approval Order, the Court should affirm its previous determination and finally certify the Settlement Class for settlement purposes. *See Bingaman v. Avem Health Partners, Inc.*, No. CIV-23-130-SM (W.D. Okla.) (similar data breach class action settlement received final approval).

## **VI. THE NOTICE PROGRAM ADEQUATELY APPRISED THE CLASS**

The Settlement Administrator has implemented the Notice Program pursuant to the Court's Preliminary Approval Order. The Settlement Administrator received the Settlement Class List providing data from TRISTAR on March 13, 2026; and after de-duplication of the records, determined that 36, 712 Settlement Class Members' contact information (full names and addresses) was provided by TRISTAR in the Settlement Class List to which Notice should be issued per the Settlement Agreement and the Preliminary Approval Order. (Admin Decl. ¶ 5). The Settlement Administrator distributed the Summary Postcard Notice via First-Class Mail, which included (a) the web address to the Settlement Website for access to additional information, (b) rights and options as a Settlement Class Member and the dates by which to act on those options, Class Counsel's anticipated request for an award of Attorneys' Fees and Expenses, and (c) the date of

the Fairness Hearing. The Notice mailing commenced on April 16, 2026, in accordance with the Preliminary Approval Order. (*Id.* ¶ 6.) Prior to the mailing, all mailing addresses were checked against the National Change of Address (“NCOA”) database maintained by the United States Postal Service (“USPS”). (*Id.* ¶ 7.) In addition, the addresses were certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code and verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. (*Id.*) Of the 36,712 Settlement Class Member records, 205 records did not successfully pass the address validation procedures noted above. *Id.* The Settlement Administrator executed mailings to the 36,507 Settlement Class Members that passed address validation, resulting in Notice reaching approximately 97.19% of the Settlement Class. (Admin. Decl., ¶¶ 8, 13).

Also, on April 16, 2026, the Settlement Administrator published the Settlement Website (<https://TRISTARDataSettlement.com>), where Settlement Class Members can view and download the Class Notice, the Claim Form, the Settlement Agreement, as well as court documents such as the Petition, the Preliminary Approval Order, and motions filed by Class Counsel. (*Id.* ¶ 10.) In addition, the Settlement Website allows Settlement Class Members to submit Claim Forms electronically, provides answers to frequently asked questions (FAQ’s), important dates and deadlines, and the contact information for the Settlement Administrator, including the toll-free number established for this Settlement and email address of the Settlement Administrator to provide Settlement Class Members an additional option to address specific questions or contact the Settlement Administrator for support. (*Id.* ¶¶ 10-12). As of May 15, 2026, the Settlement Website received 2,961 unique visits. (*Id.* ¶ 10).

Nearly two more months remain for Settlement Class Members to submit Claims, as the Claims Deadline is July 15, 2026; and Class Counsel intend to provide additional information

regarding Claims ahead of the Fairness Hearing. However, as of May 15, 2026, the Settlement Administrator has received 696 non-duplicative claims (approximately 1.9% of the Settlement Class). (*Id.* ¶ 14). The Settlement has thus far been well-received by the Settlement Class. Notably, as of May 15, 2026, there have only been two (2) Requests for Exclusion and no objections received from Settlement Class Members<sup>4</sup>. (*Id.* ¶¶ 15-16.).

Thus, the Notice to the Settlement Class meets due process considerations, satisfies the requirement of 12 O.S. § 2023, and supports granting final approval of the Settlement.

## VII. CONCLUSION

For the reasons set forth above, Plaintiffs respectfully request that the Court grant Plaintiffs' Motion for Final Approval of Class Action Settlement, including Plaintiffs' Motion for Attorney's Fees, Expenses, and Service Awards, and enter the proposed Final Approval Order filed herewith.

Dated: May 18, 2026

Respectfully submitted,



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<sup>4</sup> The Settlement requires objections be filed with the Court. (S.A. ¶ 76). However, the Settlement Administrator has not received any objections.

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 18th day of May 2026, a true and correct copy of the foregoing has been furnished by email to the following counsel for Defendant:

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Jeremy Beaver