

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

Mathis v. Planet Home Lending, LLC (In re: Planet Home Lending, LLC Data Breach)	Case No. 3:24-cv-127 (KAD)
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PLAINTIFFS’ UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT WITH INCORPORATED MEMORANDUM OF LAW

Plaintiffs, Brandon Mathis, Nashira Williams, Jamie Lee Mazzo, Jeffrey Benson, Frank Canepa, William Ekola, Joe Ward, Antonio Cole, and Ramsey Coulter, on behalf of the Settlement Class¹, respectfully submit this Unopposed Motion for Preliminary Approval of Class Action Settlement, granting Preliminary Approval; approving the Notice Program, Notices, Claim Form, and Claim process; appointing the Class Representatives and Class Counsel; and setting the Final Approval Hearing date and time.

I. INTRODUCTION

This Action arises from a Data Incident that Plaintiffs allege compromised the Personal Information of approximately 285,000 individuals. Under the proposed Settlement, which is memorialized in the Agreement and associated exhibits, Defendant Planet Home Lending, LLC (“PHL”) will create a \$2,425,000.00 non-reversionary cash Settlement Fund for the benefit of the Settlement Class and is providing injunctive relief in the form of security measures PHL is implementing following the Data Incident.

The Settlement presented for the Court’s consideration is fair, reasonable, and adequate. After deduction of any Court-awarded attorneys’ fees and costs, Service Awards, and Settlement

¹ All capitalized terms herein shall have the same meaning as those defined in Section II of the Settlement Agreement and Releases attached as *Exhibit A*.

Administration Costs, Settlement Class Members who submit Valid Claims will receive significant consideration, including Cash Payment reimbursements for costs and lost time incurred as a result of the Data Incident. Plaintiffs and proposed Class Counsel reached the Settlement with PHL following arm's length negotiations before an experienced data breach mediator, Hon. Diane M. Welsh (Ret.) of JAMS. Class Counsel have considerable experience in data breach litigation and are keenly aware of the strengths and weaknesses of litigating the Action. Notwithstanding their confidence in the merits of their claims, Plaintiffs recognize the challenges and risks inherent in litigation, trial, and appeals, including certification of any class, and PHL's various defenses as to standing, liability, and other affirmative defenses. The Settlement will also avoid further delay in providing relief to the Settlement Class and expensive and protracted litigation with uncertain results. In exchange for the above-referenced consideration, Plaintiffs and all Settlement Class Members will release PHL and the other Released Parties from the claims in the Action. Accordingly, Plaintiffs respectfully request this Court preliminarily approve the Settlement.

II. BACKGROUND

a. The Data Incident

PHL is a Connecticut-based mortgage company that services customers across the United States. *See* SA § I(1). In operating its business, PHL collects, maintains, and stores Personal Information pertaining to its customers, including, but not limited to, full names, addresses, Social Security numbers, loan numbers, and financial information. *Id.*

On or about November 15, 2023, PHL noticed suspicious activity on its network and, in response, launched an investigation revealing that a cybercriminal organization accessed borrower and co-borrowers' Personal Information. SA § I(2). When PHL became aware of the Data Incident, outside advisors and cybersecurity experts assisted in the evaluation of the Data Incident, and law

enforcement was notified. SA § I(3). PHL thereafter notified approximately 285,000 individuals that their Personal Information may have been impacted by the Data Incident. *Id.*

b. Plaintiffs' Consolidated Complaint

As a result, on January 31, 2024, Plaintiff Mathis filed a Class Action Complaint, *Mathis v. Planet Home Lending, LLC*, Case No. 3:24-cv-127 (D. Conn.), against PHL, seeking to represent a nationwide class of aggrieved individuals and asserting causes of action for: (1) negligence; (2) negligence *per se*; (3) breach of implied contract; (4) unjust enrichment; and (5) declaratory judgment. [DE #1].

Following the filing of *Mathis*, PHL was named a defendant in five other putative class actions filed in the District of Connecticut² and two putative class actions filed in state and federal court in Florida³ that are materially and substantively identical, as they have overlapping claims, seek to represent the same putative Settlement Class members, and arise out of the same Data Incident. PHL, at all material times, denies any wrongdoing and disputes the allegations in this Action and the Related Actions.

On February 8, 2024, Plaintiffs in the Related Actions filed an Unopposed Motion and Incorporated Memorandum of Law in Support of their Motion for Consolidation of the *Mathis* and the Related Actions and for Appointment of Co-Interim Lead Counsel. [DE #11]. On February 29,

² *Mathis v. Planet Home Lending, LLC*, Case No. 3:24-cv-127 (filed on January 31, 2024); *Mazzo v. Planet Home Lending, LLC*, Case No. 3:24-cv-130 (filed on February 1, 2024); *Benson v. Planet Home Lending, LLC*, Case No. 3:24-cv-131 (February 1, 2024); *Canepa v. Planet Home Lending, LLC*, Case No. 3:24-cv-145 (February 2, 2024); *Ekola v. Planet Home Lending, LLC*, Case No. 3:24-cv-145 (filed on February 5, 2024); and *Ward v. Planet Home Lending, LLC*, Case No. 3:24-cv-00158 (filed on February 6, 2024).

³ *Cole v. Planet Home Lending, LLC*, Case No. 24-cv-60269 (S.D. Fla.; filed on Feb. 6, 2024); and *Coulter v. Planet Home Lending, LLC*, Case No. 2024000019 (Madison Cty.; filed on Feb. 17, 2024). *Coulter* was subsequently removed to federal court on March 18, 2024. *Coulter v. Planet Home Lending, LLC*, Case No. 24-cv-130 (N.D. Fla.). *Cole* voluntarily dismissed on April 5, 2024, and *Coulter* was voluntarily dismissed on April 9, 2024.

2024, the Court held a scheduling conference to discuss Plaintiffs' pending motions and other housekeeping issues. On March 1, 2024, the Court granted the Motion to Consolidate and Motion to Appoint Interim Class Counsel. [DE #26].

On April 1, 2024, Plaintiffs filed a Consolidated Complaint, which is the current, operative complaint. [DE # 33]. Plaintiffs allege that the Data Incident put them at risk of imminent, immediate, and continuing risk of harm from fraud and identity theft. *Id.* They also allege that they, and other Settlement Class members, were forced to spend time dealing with the effects of the Data Incident and have or may incur out-of-pocket costs in the form of bank fees or the cost of credit monitoring services directly or indirectly related to the Data Incident. *Id.*

c. History of Negotiations and Settlement

Shortly after the Court granted consolidation, the Parties began discussing settlement and scheduled a mediation for March 29, 2024. In advance of the mediation, the Plaintiffs propounded informal discovery requests on PHL to which PHL responded by providing information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of victims impacted by the Data Incident, and the specific types of information breached. The Parties also exchanged mediation statements in advance of the mediation. SA § I(9).

On March 29, 2024, the Parties reached agreement on the material terms of the settlement following a full day of arms' length negotiation and mediation with the Hon. Diane M. Welsh (Ret.) from JAMS. *Id.* § I(10). The Parties agreed to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties and to recover on the claims asserted in the Complaint, thus avoiding the risk, delay, and uncertainty of continued litigation. *Id.* § I(13).

III. SUMMARY OF SETTLEMENT

a. Settlement Class Member Benefits

The settlement negotiated on behalf of the Class provides for a non-reversionary Settlement Fund of US \$2,425,000.00 to pay for: (1) Service Awards to Class Representatives awarded by the Court, (2) attorneys' fees and costs awarded by the Court to Class Counsel, (3) all Settlement Administration Costs, and (4) Settlement Class Member Benefits to Settlement Class Members. *Id.* § III(34), (59). The Settlement Agreement provides for two types of Cash Payments in addition to injunctive relief in the form of security measures PHL is implementing following the Data Incident. *Id.* § III(67)-(70).

The Settlement Class is defined as:

All living individuals residing in the United States who were sent a notice by PHL that their Personal Information may have been impacted in the Data Incident.

Id. § II(56). Excluded from the Settlement Class are (a) all persons who are employees, directors, officers, and agents of PHL; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff. *Id.*

The Settlement Class includes approximately 285,000 individuals. See Joint Declaration of Class Counsel ("Joint Decl.") ¶ 12, attached hereto as ***Exhibit B***.

i. Cash Payments

Under the terms of the Settlement, Settlement Class Members may choose either Cash Payment A or Cash Payment B. Cash Payments will be subject to a *pro rata* increase from the Net Settlement Fund in the event the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Net Settlement Fund, the amount of the Cash Payments may be reduced *pro rata* accordingly. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis. SA § V(67).

a. Cash Payment A

Cash Payment A provides for compensation for: (1) documented, unreimbursed ordinary losses fairly traceable to the Data Incident, up to a total of \$1,500.00 per person; (2) attested lost time spent remedying issues related to the Data Incident of \$25.00 per hour up to five hours (a total of \$125.00); and (3) extraordinary losses, up to a total of \$10,000.00, per Settlement Class Member, for actual, documented, and unreimbursed monetary losses due to fraud or identity theft fairly traceable to the Data Incident. *Id.* § V(68).

b. Cash Payment B

Instead of selecting Cash Payment A, a Settlement Class Member may elect to receive Cash Payment B, which is a flat payment in the amount of \$100.00. *Id.* § V(69).

ii. ***Injunctive Relief***

PHL provided Class Counsel with a “Security Attestation” attesting to the security measures it is implementing following the Data Incident. PHL confirms that all of these security measures have been implemented. The costs of any such security measures on the part of PHL shall be fully borne by PHL, and under no circumstances will such costs be deducted from the Settlement Fund. *Id.* § V(70).

b. **The Releases**

The Releases are tailored to the claims “relating to the Data Incident,” i.e., that have been pled or could have been pled in this Action. Settlement Class Members who do not opt-out of Settlement will release all claims, whether known or unknown, against PHL and its affiliates, that relate to the Data Incident. *Id.* § XIII(103).

c. The Notice and Claim Process

i. Notice

The Parties agreed to use Epiq Class Action Claims & Solutions as the Settlement Administrator in this Action. *Id.* § II(54). The Settlement Administrator shall administer various aspects of the Settlement under the supervision of the Parties' counsel. *Id.* §§ VII(73)-(74).

The Notice Program provides that within 45 days of entry of the Preliminary Approval Order, Email Notice will be sent to Settlement Class members, or Postcard Notice will be sent to the last postal or electronic mail address that PHL has on record for each Settlement Class member. *Id.* § VIII(77). Where an e-mail address is not known, the Settlement Administrator will send a Postcard Notice to the last known mailing address. *Id.* The Settlement Administrator will also perform reasonable address traces for undeliverable Postcard Notices. *Id.* § VIII(83).

The Email Notice and Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the last day of the Opt-Out Period for Settlement Class members to opt-out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class members may access this Agreement and other related documents and information. *Id.* § VIII(78).

The Long Form Notice also shall include a procedure for Settlement Class members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the opt-out instructions. *Id.* § VIII(80). The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice and

Email Notice shall direct Settlement Class members to review the Long Form Notice to obtain the objection instructions. *Id.* § VIII(81).

ii. Claims

The timing of the Claims process is structured to ensure that all Settlement Class members have adequate time to review the terms of the Agreement, compile documents supporting their Claim, and decide whether they would like to opt-out or object. Joint Decl. ¶ 20. Settlement Class members must submit their Claim Form to the Settlement Administrator by the Claim Form Deadline, which is 90 days from the date that Notice is first disseminated to the Settlement Class, either by mail or online. SA §§ II(15), IX(86). The Claim Form is written in plain language to facilitate ease in completion. *Id.*, Ex. 4. The Settlement Administrator will review the Claim Forms and determine if they are complete and valid. SA § IX(87).

iii. Requests for Exclusion and Objections

Settlement Class members will have up to 30 days before the Final Approval Hearing to object to or to submit a request to opt-out of the Settlement. *Id.* §§ II(38)-(39). Similar to the timing of the Claims process, the timing with regard to objections and requests for exclusion is structured to give Settlement Class members sufficient time to access and review the Settlement documents—including Plaintiffs' Application for Attorneys' Fees, Costs, and Service Awards, which will be filed 45 days before the original date set for the Final Approval Hearing. *Id.* § X(97).

d. Fees, Costs, and Service Awards

The Settlement Agreement calls for reasonable Service Awards to Plaintiffs of up to \$2,000.00 each. *Id.* § XI(99). The Service Awards are meant to compensate Plaintiffs for their efforts on behalf of the Settlement Class, including maintaining contact with Class Counsel, assisting in the investigation of the Action, remaining available for consultation throughout the

mediation, and answering Class Counsel's many questions. Joint Decl. ¶ 15.

After agreeing to the terms of the Settlement on behalf of the Settlement Class, Class Counsel negotiated their fees and costs separate from the Settlement Class Member Benefits, in an amount not to exceed 33.33% of the Settlement Fund. SA § XI(100); Joint Decl. ¶ 16.

Plaintiffs will file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, and prior to Settlement Class members' deadline to opt-out of or object to the Settlement Agreement. SA § X(97).

IV. LEGAL AUTHORITY

“Federal courts strongly favor and encourage settlements, particularly in class actions and other complex matters, where the inherent costs, delays, and risks of continued litigation might otherwise overwhelm any potential benefit the class could hope to obtain.” *Macedonia Church v. Lancaster Hotel, LP*, No. 05-0153 TLM, 2011 WL 2360138, at *9 (D. Conn. June 9, 2011). “Class action suits readily lend themselves to compromise because of the difficulties of proof, the uncertainties of the outcome, and the typical length of the litigation. There is a strong public interest in quieting any litigation; this is ‘particularly true in class actions.’” *In re Luxottica Group S.p.A. Sec. Litig. (In re Luxottica Group Litig.)*, 233 F.R.D. 306, 310 (E.D.N.Y. 2006).

Plaintiffs bring this motion pursuant to Federal Rule Civil Procedure 23(e), under which a class action may not be settled without approval of the Court. In determining whether to preliminarily approve a class action settlement, courts must first determine that the settlement class, as defined by the parties, is certifiable under the standards of Federal Rule of Civil Procedure 23(a) and (b). “Before certification is proper for any purpose—settlement, litigation, or otherwise—a court must ensure that the requirements of Rule 23(a) and (b) have been met.” *Denney v. Deutsche Bank AG*, 443 F.3d 253, 270 (2d Cir.2006) (concluding in part that “the

District Court conducted a Rule 23(a) and (b) analysis that was properly independent of its Rule 23(e) fairness review”); *see also Johnson v. Kendall*, No. 3:21-CV-1214 (CSH), 2023 WL 6227678, at *2 (D. Conn. Sept. 26, 2023); *Lizondro-Garcia v. Kefi LLC*, 300 F.R.D. 169, 174 (S.D.N.Y. May 29, 2014).

Then, as part of Rule 23(e)’s “fairness, reasonableness, and adequacy” inquiry, courts must determine whether the terms of a proposed settlement warrant preliminary approval. *Lassen v. Hoyt Livery, Inc.*, No. 13-CV-1529 (VAB), 2017 WL 11682923, at *4 (D. Conn. June 5, 2017) (“Before approving a class action settlement, ‘the district court must determine that a class action settlement is fair, adequate, and reasonable, and not a product of collusion.’” (quoting *Joel A. v. Giuliani*, 218 F.3d 132, 138 (2d Cir. 2000))). Courts in this Circuit find preliminary approval is warranted where it is the result of “serious, informed, non-collusive (‘arm’s length’) negotiations, where there are no grounds to doubt its fairness and no other obvious deficiencies . . . and where the settlement appears to fall within the range of possible approval.” *Id.*; *Cohen*, 262 F.R.D. at 157; *In re Nasdaq Antitrust Litig.*, 176 F.R.D. 99, 102 (S.D.N.Y. Oct. 16, 1997); *Bourlas v. Davis Law Assocs.*, 237 F.R.D. 345, 354 (E.D.N.Y. Aug. 30, 2006); *see also* Manual for Complex Litigation, § 30.41.

In granting preliminary approval, courts direct notice to be provided to settlement class members, who are given the opportunity to exclude themselves from or object to the settlement. *Lassen*, 2017 WL 11682923, at *4; *In re Nasdaq Antitrust Litig.*, 176 F.R.D. at 102. At the final approval hearing, settlement class members may be heard by the court prior to its determination of whether to grant final approval of the settlement and dismiss the case. *Id.*

Because cases like the one at issue here, if handled on an individual basis, would heavily tax the system and cause large and unwarranted expenditures of both public and private resources,

the proposed Settlement is the best vehicle for Settlement Class Members to receive relief in a prompt and efficient manner. As set forth below, the Settlement here warrants Preliminary Approval so that Settlement Class members will be notified of the Settlement and provided an opportunity to voice exclusion or objection.

V. LEGAL DISCUSSION

a. The Settlement Class Should be Preliminarily Approved.

Courts within this Circuit follow the *Manual for Complex Litigation (Fourth)* guidelines and advise that in cases presented for both preliminary approval and class certification, the “judge should make a preliminary determination that the proposed class satisfies [Rule 23] criteria[.]” § 21.632; *see, e.g., Menkes v. Stolt-Nielsen S.A.*, 270 F.R.D. 80, 105, n.30 (D. Conn. 2010).

Rule 23(a) sets out four specific prerequisites to class certification: (1) the class must be so numerous that joinder of all members is impracticable; (2) there must be questions of law and fact common to the class; (3) the claims or defenses of the class representatives must be typical of the claims or defenses of the class; and (4) the representative parties must fairly and adequately protect the interests of the class.

Moreover, along with the requirements of 23(a), under Rule 23(b)(2), the Court must find that PHL’s alleged conduct at issue is generally applicable to the class such that injunctive relief is appropriate respecting the class as a whole. Further, under 23(b)(3), the Court must find that common questions of law or fact predominate over any questions affecting only individual members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy. And, in the context of a settlement, courts need not assess manageability. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

“In deciding certification, ‘courts must take a liberal rather than restrictive approach in

determining whether the plaintiff satisfies these requirements and may exercise broad discretion in weighing the propriety of a putative class.” *Cohen*, 262 F.R.D. at 158 (quoting *Steinberg v. Nationwide Mut. Ins. Co.*, 224 F.R.D. 67, 72 (E.D.N.Y. Sept. 4, 2004)); *see also Marisol A. v. Giuliani*, 126 F.3d 372, 377 (2d Cir.1997) (“Rule 23 is given a liberal rather than restrictive construction, and courts are to adopt a standard of flexibility” in deciding whether to grant certification.); *Johnson*, 2023 WL 6227678, at *2.

Class actions are regularly certified for settlement. In fact, similar data breach cases have been certified—on a *national* basis—including the record-breaking settlement in *In re Equifax, Inc. Customer Data Sec. Breach Litig.*, No. 1:17-md-2800-TWT (N.D. Ga. July 25, 2019); *see also, e.g., In re Target*, 309 F.R.D. 482 (D. Minn. 2015); *In re Heartland Payment Sys., Inc. Customer Data Sec. Breach Litig.*, 851 F. Supp. 2d 1040 (S.D. Tex. 2012). This Action should similarly be certified.

i. The Settlement Class is sufficiently numerous.

Numerosity requires “the class [be] so numerous that joinder of all members is impractical.” Fed. R. Civ. P. 23(a)(1); *Johnson*, 2023 WL 6227678, at *4. While there is no numerical requirement for satisfying the numerosity requirement, forty class members generally satisfies the numerosity requirement. *Alcantara v. CNA Mgmt., Inc.*, 264 F.R.D. 61, 64 (S.D.N.Y. Dec. 8, 2009); *Iglesias-Mendoza v. La Belle Farm, Inc.*, 239 F.R.D. 363, 370 (S.D.N.Y. Jan. 29, 2007); *see also Consol. Rail Corp. v. Town of Hyde Park*, 47 F.3d 473, 483 (2d Cir.1995). Here, the Parties have identified approximately 285,000 individuals whose data was potentially impacted by the Data Incident. Joint Decl. ¶ 12. The large Settlement Class renders joinder impracticable. As such, the numerosity requirement is easily satisfied.

ii. Questions of law and fact are common to the Settlement Class.

Commonality requires Plaintiffs to demonstrate “questions of law or fact common to the

class.” Fed. R. Civ. P. 23(a)(2); *Johnson*, 2023 WL 6227678, at *4. The threshold for meeting this prong is not high—commonality does not require that every question be common to every member of the class, but rather that the questions linking class members are substantially related to the resolution of the litigation and capable of generating common answers even where the individuals are not identically situated. *Lizondro-Garcia v. Kefi LLC*, 300 F.R.D. at 175 (citing *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011)). A plaintiff may meet the commonality requirement where the individual circumstances of class members differ, but “their injuries derive from a unitary course of conduct by a single system.” *Marisol A.*, 126 F.3d at 377. “Even a single common legal or factual question will suffice.” *Jackson v. Bloomberg, L.P.*, 298 F.R.D. 152, 162 (S.D.N.Y. Mar. 19, 2014) (quoting *Freeland v. AT & T Corp.*, 238 F.R.D. 130, 140 (S.D.N.Y. Aug. 17, 2006)).

Here, commonality is met because Plaintiffs can demonstrate numerous common issues exist. For example, whether PHL failed to adequately safeguard the Personal Information of Plaintiffs and other Settlement Class members is a question common across the entire Settlement Class. PHL’s data security safeguards were common across the Settlement Class, and those applied to the data of one Settlement Class member did not differ from those safeguards applied to another.

Other specific common issues include, but are not limited to:

- Whether PHL unlawfully lost or disclosed Plaintiffs’ and Settlement Class members’ Personal Information;
- Whether PHL failed to implement and maintain reasonable security procedures and practices appropriate to the nature and scope of information compromised in the Data Incident;
- Whether PHL’s data security systems, prior to and during the Data Incident, complied

with applicable data security laws and regulations; and

- Whether PHL's conduct rose to the level of negligence.

These common questions, and others alleged by Plaintiffs in their Consolidated Complaint, are central to the causes of action brought here, will generate common answers, and can be addressed on a class-wide basis. Thus, Plaintiffs have met the commonality requirement of Rule 23.

iii. Plaintiffs' claims and defenses are typical of the Settlement Class.

Typicality under Rule 23(a)(3) is satisfied where "each class member's claim arises from the same course of events and each class member makes similar legal arguments to prove the defendant's liability." *In re Flag Telecom Holdings, Ltd. Securities Litig.*, 574 F.3d 29, 35 (2d Cir. 2009) (internal quotation omitted); *Johnson*, 2023 WL 6227678, at *5; *see also Bolanos v. Norwegian Cruise Lines Ltd.*, 212 F.R.D. 144, 155 (S.D.N.Y. Nov. 26, 2002). The crux of the typicality requirement is to ensure that "maintenance of a class action is economical and [that] the named plaintiff's claim and the class claims are so interrelated that the interests of the class members will be fairly and adequately protected in their absence." *Marisol A.*, 126 F.3d at 376.

Here, Plaintiffs and Settlement Class members' claims all stem from the same event—the Data Incident—and the cybersecurity protocols that PHL had (or did not have) in place to protect Plaintiffs' and Settlement Class members' data. Thus, Plaintiffs' claims are typical of the Settlement Class members' claims, and the typicality requirement is satisfied.

iv. Plaintiffs and Class Counsel will provide fair and adequate representation for the Settlement Class.

Plaintiffs must be able to provide fair and adequate representation for the class. To satisfy the adequacy of representation requirement, plaintiffs must establish that: (1) there is no conflict of interest between the class representatives and other members of the class; and (2) the plaintiffs' counsel is qualified, experienced, and generally able to conduct the litigation. *Bolanos*, 212 F.R.D.

at 156 (quoting *Marisol A.*, 126 F.3d at 378); *see also Amchem Prods., Inc.*, 521 U.S. at 624; *Johnson*, 2023 WL 6227678, at *6.

Here, Plaintiffs' interests are aligned with those of the Settlement Class in that they seek relief for injuries arising out of the same Data Incident. Plaintiffs and Settlement Class members' data was all allegedly compromised by PHL in the same manner. Under the terms of the Agreement, Plaintiffs and Settlement Class members will all be eligible for reimbursement for costs and time expended in managing the personal impact that the Data Incident may have had on them. Moreover, each of their data will be more surely safeguarded in the future by the increased security protections PHL has agreed to put into place.

Further, Class Counsel have decades of combined experience as vigorous class action litigators and are well suited to advocate on behalf of the Settlement Class. *See* Joint Decl. ¶¶ 3-6, Exs. 1-3. Moreover, they have put their collective experience to use in negotiating an early-stage settlement that guarantees immediate relief to Settlement Class members. Thus, the requirements of Rule 23(a) are satisfied.

v. *The requirements of Rule 23(b)(2) are met.*

Rule 23(b)(2) allows for class certification if “the party opposing the class has acted or refused to act on grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole.” Fed. R. Civ. P. 23(b)(2). “The key to the (b)(2) class is ‘the indivisible nature of the injunctive or declaratory remedy warranted—the notion that the conduct is such that it can be enjoined or declared unlawful only as to all of the class members or as to none of them.’” *Dukes*, 564 U.S. at 360–61 at 360 (internal citation omitted). Here, Plaintiffs ask the Court to approve the security measures implemented by PHL. SA § III(67)-(70). Such security measures represent singular injunctive

relief that will benefit all Settlement Class members. *See Hyland v. Navient Corp.*, 48 F.4th 110 (2d Cir. 2022) (affirming settlement class certification under Rule 23(b)(2) where all class members would benefit from the defendant's agreed to business-practice enhancements). Accordingly, Rule 23(b)(2) is satisfied.

vi. *Because common issues predominate over individualized ones, class treatment is superior.*

To show that common issues predominate, Plaintiffs must demonstrate that common questions of law or fact relating to the Settlement Class predominate over any individualized issues. *Bolanos*, 212 F.R.D. at 157. This requirement “tests whether the proposed classes are sufficiently cohesive to warrant adjudication by representation.” *Amchem Prods., Inc.*, 521 U.S. at 623. The predominance requirement is met when the defendant's wrongful acts involve common practices, or when the defendant has a common defense. *Fox v. Cheminova*, 213 F.R.D. 113, 130 (E.D.N.Y. Feb. 28, 2003) (citing *In re Agent Orange Prod. Liab. Litig.*, 818 F.2d 145, 166-167 (2d Cir. 1987)). Commonality is regularly met in cases where the focus is on the conduct of a defendant rather than that of individual plaintiff, making it particularly susceptible to common, generalized proof. *Cohen*, 262 F.R.D. at 159.

In this case, the key predominating questions are whether PHL had a duty to exercise reasonable care in safeguarding, securing, and protecting the Personal Information of Plaintiffs and the Settlement Class, and whether PHL breached that duty. The common questions that arise from PHL's conduct predominate over any individualized issues. Other courts have recognized that the types of common issues arising from data breaches predominate over any individualized issues. *See, e.g., In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 312-15 (N.D. Cal. Aug. 15, 2018) (predominance was satisfied because “Plaintiffs’ case for liability depend[ed], first and foremost, on whether [the defendant] used reasonable data security to protect Plaintiffs’ personal

information,” such that “the claims rise or fall on whether [the defendant] properly secured the stolen personal information,” and that these issues predominated over potential individual issues); *see also Hapka v. CareCentrix, Inc.*, 2018 WL 1871449, at *2 (D. Kan. Feb. 15, 2018) (predominance was satisfied in a data breach case, stating “[t]he many common questions of fact and law that arise from the E-mail Security Incident and [Defendant’s] alleged conduct predominate over any individualized issues”); *In re The Home Depot, Inc., Customer Data Sec. Breach Litig.*, 2016 WL 6902351, at *2 (N.D. Ga. Aug. 23, 2016) (common predominating questions included whether Home Depot failed to reasonably protect class members’ personal and financial information, whether it had a legal duty to do so, and whether it failed to timely notify class members of the data breach); *In re Heartland*, 851 F. Supp. 2d at 1059 (predominance satisfied in data breach case despite variations in state laws at issue, concluding such variations went only to trial management, which was inapplicable for settlement class).

Additionally, because the claims are being certified for purposes of settlement, there are no issues with manageability, and resolution of thousands of claims in one action is far superior to individual lawsuits. *Amchem*, 521 U.S. at 620 (“Confronted with a request for settlement-only certification, a district court need not inquire whether the case, if tried, would present intractable management problems . . . for the proposal is that there be no trial.”).

The resolution of tens of thousands of claims in one action is far superior to litigation via individual lawsuits. Class certification—and class resolution—guarantee an increase in judicial efficiency and conservation of resources over the alternative of individually litigating tens of thousands of individual data breach cases arising out of the *same* Data Incident.

The common questions of fact and law that arise from PHL’s conduct predominate over any individualized issues, a class action is the superior vehicle by which to resolve these issues,

and the requirements of Rule 23(b)(3) are met. Accordingly, the Settlement Class should be preliminarily certified for settlement purposes.

b. The Settlement Terms are Fair, Adequate, and Reasonable.

Rule 23(e)(2) permits approval of a class action settlement after the Court determines the settlement is “fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). In evaluating a class action settlement, courts consider factors such as: (1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; and (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation. *See City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir. 1974) (abrogated on other grounds).

Preliminary approval of a settlement agreement requires only an “initial evaluation” of the fairness of the proposed settlement on the basis of written submissions and an informal presentation by the settling parties. *See* Herbert B. Newberg & Alba Conte, *Newberg on Class Actions* (“*Newberg*”) § 11.25 (4th ed. 2002). While preliminary approval is a matter of discretion for the trial court, the court must give “proper deference to the private consensual decision of the parties” in exercising its discretion. *Maywalt v. Parker & Parsley Petroleum Co.*, 67 F.3d 1072, 1079 (2d Cir. 1995); *Kemp-DeLisser v. Saint Francis Hosp. & Med. Ctr.*, No. 15-CV-1113 (VAB), 2016 WL 6542707, at *6 (D. Conn. Nov. 3, 2016); *Clark v. Ecolab Inc.*, 2009 WL 6615729, at *3 (S.D.N.Y. Nov. 27, 2009) (internal quotation omitted). To grant preliminary approval, the court need only find that there is “‘probable cause’ to submit the [settlement] to class members and hold

a full-scale hearing as to its fairness.” *In re Traffic Executive Ass’n*, 627 F.2d 631, 634 (2d Cir. 1980). If, after a preliminary evaluation of the proposed settlement, the court finds that it “appears to fall within the range of possible approval,” the court should order that the class members receive notice of the settlement. *Newberg* § 11.25; *see also Cohen*, 262 F.R.D. at 157; *In re Nasdaq Antitrust Litig.*, 176 F.R.D. at 102; *Bourlas*, 237 F.R.D. at 354.

Fairness is determined by reviewing both the terms of the settlement agreement and the negotiating process that led to such an agreement. *Frank v. Eastman Kodak Co.*, 228 F.R.D. 174, 184 (W.D.N.Y. 2005). Preliminary approval should be granted where the settlement agreement is the result of serious, informed, non-collusive (“arm’s length”) negotiations, where there are no grounds to doubt its fairness and no other obvious deficiencies, and where the settlement appears to fall within the range of possible approval. *See Cohen*, 262 F.R.D. at 157; *Kemp-DeLisser*, 2016 WL 6542707, at *7; *In re Nasdaq Antitrust Litig.*, 176 F.R.D. 99, 102 (S.D.N.Y. Oct. 16, 1997); *Bourlas*, 237 F.R.D. 345, 354 (E.D.N.Y. Aug. 30, 2006); *see also Manual for Complex Litigation*, § 30.41.

i. The Settlement was the result of arm’s length negotiations between the Parties.

“A settlement reached after a supervised mediation receives a presumption of reasonableness and the absence of collusion.” 2 McLaughlin on Class Actions § 6:7 (8th ed. 2011); *see also Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 116 (2d Cir. 2005) (internal quotation omitted). Using a private mediator reinforces the non-collusive nature of a settlement. *Kemp-DeLisser*, 2016 WL 6542707, at *10; *Capsolas v. Pasta Res. Inc.*, No. 10-cv-5595, 2012 WL 1656920 at *1 (S.D.N.Y. May 9, 2012). Here, the Settlement resulted from good faith, arm’s length negotiations, and with the assistance of Hon. Diane M. Welsh (Ret.) of JAMS, who has extensive experience with both class actions generally and data privacy matters in particular. Joint

Decl. ¶ 10. After fully briefing the issues, the Parties attended a full-day mediation where, with the assistance of Judge Welsh, the Parties eventually reached agreement on the material terms of the Settlement. *Id.* at ¶¶ 13-15. Following the mediation, the Parties spent weeks drafting and finalizing the agreement presently before the Court. *Id.* at ¶ 20. Accordingly, the presumption of reasonableness should apply here.

ii. The Settlement provides substantial relief to the Settlement Class, particularly in light of the uncertainty of prevailing on the merits.

The Settlement guarantees Settlement Class Members real relief for harms and assurance that they are less likely to be subject to similar breaches due to PHL's data security systems enhancements. Settlement Class Members who submit Valid Claims may choose between two Cash Payments – Cash Payment A or Cash Payment B – but subject to a potential *pro rata* increase or decrease. Cash Payment A provides for compensation for (1) documented, unreimbursed ordinary losses up to a total of \$1,500.00 per person; (2) attested lost time spent of \$25.00 per hour up to five hours (a total of \$125.00); and (3) for documented, extraordinary losses, up to a total of \$10,000.00, per Settlement Class Member. SA § V(68). Cash Payment B, on the other hand, is a flat payment in the amount of \$100.00. SA § V(69). Additionally, PHL has already and will continue to implement additional security enhancement protocols to guarantee that Settlement Class Members' Personal Information will be better safeguarded in the future. SA § V(70).

The value achieved through the Settlement is guaranteed, where chances of prevailing on the merits are uncertain. While Plaintiffs strongly believe in the merits of their case, they also understand that PHL will assert a number of potentially case-dispositive defenses. Proceeding with litigation would open up Plaintiffs to the risks inherent in trying to achieve and maintain class certification, and prove liability—both factors considered under the test for final approval established by *Grinnell*. 495 F.2d at 463. In fact, should litigation continue, Plaintiffs would likely

have to survive a motion to dismiss filed in order to proceed past the pleading stage and into litigation.

Moreover, due at least in part to their cutting-edge nature and the rapidly evolving law, data breach cases like this one generally face substantial hurdles—even just to make it past the pleading stage. *See Hammond v. The Bank of N.Y. Mellon Corp.*, No. 08 Civ. 6060(RMB)(RLE), 2010 WL 2643307, at *1 (S.D.N.Y. June 25, 2010) (collecting data breach cases dismissed at the Rule 12(b)(6) or Rule 56 stage). Class certification is another hurdle that would have to be met—and one that has been denied in other data breach cases. *See, e.g., In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013).

Plaintiffs dispute the defenses it anticipates PHL will likely assert—but it is obvious their success at trial is far from certain. Through the Settlement, Plaintiffs and Settlement Class Members gain significant benefits without having to face further risk of receiving no relief.

iii. Continued litigation is likely to be complex, lengthy, and expensive.

The costs, risks, and delay of continued litigation weigh in favor of settlement approval. Although Plaintiffs are confident in the merits of their claims, the risks discussed above cannot be disregarded. Aside from the potential that either side will lose at trial, Plaintiffs anticipate incurring substantial additional costs in pursuing this Action further. Should litigation continue, Plaintiffs would likely need to defeat PHL's motion to dismiss, counter a later motion for summary judgment, and both gain and maintain certification of the class. The level of additional costs would significantly increase as Plaintiffs begin their preparations for the certification argument and if successful, a near inevitable interlocutory appeal attempt.

iv. The Settlement was reached after significant investigation and exchange of information.

When warranted, courts encourage early settlement of class actions because early

settlement allows class members to recover without unnecessary delay and allows the judicial system to focus resources elsewhere. *See In re Interpublic Sec. Litig.*, No. 02-cv-6527, 2004 WL 2397190 at *12 (S.D.N.Y. Oct. 26, 2004) (early settlements should be encouraged when warranted by the circumstances); *Castagna v. Madison Square Garden, L.P.*, No. 09-cv-10211, 2011 WL 2208614 at *10 (S.D.N.Y. June 7, 2011) (commending Plaintiffs' attorneys for negotiating early settlement). Here the Parties acted responsibly in reaching an early settlement. Despite the early stage of litigation, Plaintiffs here were able to complete an independent investigation of the facts to reach a full understanding of the value of the Action, as well as the attendant risks of continued litigation. Joint Decl. ¶¶ 7, 9. It is the strong opinion of proposed Class Counsel that the Settlement presents a favorable result for the Settlement Class. *Id.* ¶¶ 12-13, 17-21.

v. *The reaction of the Settlement Class has been positive.*

Notice has not yet issued to the Settlement Class. As such, the Court will have a better opportunity to fully analyze this factor after Notice issues and Settlement Class members are given an opportunity to make claims, opt-out, or object. At this early stage, given that all Plaintiffs have signed the Agreement, this factor weighs in favor of Preliminary Approval.

c. *The Settlement Should be Approved Under Rule 23(e)(2).*

Rule 23(e) requires courts to ensure that a class settlement is “fair, reasonable, and adequate” in light of the following factors:

- (A) the class representatives and plaintiffs' counsel have adequately represented the class;
- (B) the proposal was negotiated at arm's length;
- (C) the relief provided for the class is adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
 - (iv) any agreement required to be identified under Rule 23(e)(3); and

(D) the proposal treats class members equitably relative to each other.

These factors largely overlap with the *Grinnell* factors, and thus, also support Preliminary Approval. *See* Section (V)(a),(b), *supra*; *see, e.g., Moses v. N.Y. Times Co.*, 79 F.4th 235, 243 (2d Cir. 2023). Plaintiffs also state that there is no additional agreement between the Parties that would affect any term of the Agreement. Joint Decl. ¶ 19.

d. The Settlement Administrator Will Provide Adequate Notice.

Rule 23(e)(1) requires the Court to “direct reasonable notice to all class members who would be bound by” a proposed settlement. For classes, like this one, certified under Rule 23(b)(3), parties must provide “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). The best practicable notice is that which “is reasonably calculated, under all of the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950).

The Notice provided by the Agreement is designed to meet all the criteria set forth by the Manual for Complex Litigation. *See* SA Exs. 1-3. Here, PHL has agreed to have the Settlement Administrator disseminate direct and individual Notice, first via Email Notice to those individuals who provided record of the e-mail addresses, and then, where PHL cannot provide the Settlement Administrator with a valid e-mail address, via Postcard Notice. SA §§ VIII(77),(83).

Not only has PHL agreed to have the Settlement Administrator provide Settlement Class members with individualized Notice via Email Notice or Postcard Notice, but a Long Form Notice will also be available to Settlement Class members on the Settlement Website, along with all relevant filings. SA § II(35). The Settlement Administrator will also make a toll-free telephone

line available by which Settlement Class members can seek answers to questions or request a Notice or Claim Form be mailed to them at their address. SA § VII(75)(f).

The Notices are clear and straightforward. They define the Settlement Class; clearly describe the options available to Settlement Class members and the deadlines for taking action; describe the essential terms of the Settlement; disclose the requested Service Awards for the Class Representatives, as well as the amount that proposed Class Counsel intends to seek in attorneys' fees and costs; explain procedures for making Claims, objections, or requesting exclusion; provide information that will enable Settlement Class members to calculate their individual recovery; describe the date, time, and place of the Final Approval Hearing; and prominently display the address and phone number of Class Counsel. *See SA., Exs. 1-3.*

The Notice is designed to be the best practicable under the circumstances, apprises Settlement Class members of the pendency of the Action, and gives them an opportunity to object or exclude themselves from the settlement. Accordingly, the Notice process should be approved by this Court. Joint Decl. ¶ 20.

VI. CONCLUSION

Plaintiffs have negotiated a fair, adequate, and reasonable Settlement that guarantees Settlement Class Members significant relief in the form of cost and time reimbursement and equitable relief consisting of increased data security safeguards. The Settlement is well within the range of reasonable results, and an initial assessment of the *Grinell* and Rule 23(e)(2) factors favors approval. For these and the above reasons, Plaintiffs respectfully request this Court certify the Settlement Class for settlement purposes and grant Preliminary Approval of the Settlement. A proposed Preliminary Approval Order, which includes the below schedule, is attached hereto as *Exhibit C*, and Plaintiffs request the Final Approval Hearing be set 180 days after entry of the

Preliminary Approval Order:

Event	Date
Notice Program Begins	45 days after Preliminary Approval
Notice Program Complete	60 days before original Final Approval Hearing date
Deadline to File Motion for Final Approval, and Application for Attorneys' Fees , Costs, and Service Award	45 days before original Final Approval Hearing date
Opt-Out Deadline	30 days before original Final Approval Hearing date
Objection Deadline	30 days before original Final Approval Hearing date
Deadline to Respond to Objections	15 days before original Final Approval Hearing date
Deadline to Submit Claim Forms	90 days from date Notice Program begins
Final Approval Hearing	_____, 2024 at ____ am/pm

Dated: May 6, 2024.

Respectfully submitted,

/s/ Jeff Ostrow

Jeff Ostrow*

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**Pro hac vice*

Counsel for Plaintiffs and the Settlement Class

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

Mathis v. Planet Home Lending, LLC (In re: Planet Home Lending, LLC Data Breach)	Case No. 3:24-cv-127 (KAD)
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SETTLEMENT AGREEMENT AND RELEASES

This Settlement Agreement (“Settlement” or “Agreement”)¹ is entered into between Plaintiffs Brandon Mathis, Nashira Williams, Jamie Lee Mazzo, Jeffrey Benson, Frank Canepa, William Ekola, Joe Ward, Antonio Cole, and Ramsey Coulter, on behalf of themselves and the Settlement Class, and Defendant, Planet Home Lending, LLC, as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. PHL is a Connecticut-based mortgage company that services customers across the United States. In operating its business, PHL collects, maintains, and stores personal information pertaining to its customers, including, but not limited to, full names, addresses, Social Security numbers, loan numbers, and financial information.

2. On or about November 15, 2023, PHL noticed suspicious activity on its network and in response launched an investigation revealing that a cybercriminal organization accessed individuals’ PI.

¹ All capitalized terms herein shall have the same meanings as those defined in Section II below or as defined elsewhere in the Agreement.

3. When PHL became aware of the Data Incident, outside advisors and cybersecurity experts were retained to assist in the evaluation of the Data Incident, and law enforcement was notified. PHL and its customers thereafter notified approximately 285,000 individuals that their PI may have been impacted by the Data Incident.

4. As a result, on January 31, 2024, Plaintiff Mathis filed a Class Action Complaint against, asserting causes of action for: (1) negligence; (2) negligence *per se*; (3) breach of implied contract; (4) unjust enrichment; and (5) declaratory judgment, and seeking to represent a nationwide class of aggrieved individuals. [DE #1].

5. Following the filing of *Mathis*, PHL was named a defendant in five other putative class actions filed in the District of Connecticut² and two putative class actions filed in state and federal court in Florida³ that are materially and substantively identical, as they have overlapping claims, seek to represent the same putative class members, and arise out of the same Data Incident. PHL, at all times, disputes the allegations in this Action and the Related Actions.

6. On February 8, 2024, Plaintiffs in the Related Actions filed an Unopposed Motion and Incorporated Memorandum of Law in Support of their Motion for Consolidation of the *Mathis* Action and the Related Actions and for Appointment of Co-Interim Lead Counsel. [DE #11].

7. On February 29, 2024, the Court held a scheduling conference to discuss Plaintiffs'

² *Mathis v. Planet Home Lending, LLC*, Case No. 3:24-cv-127 (filed on January 31, 2024); *Mazzo v. Planet Home Lending, LLC*, Case No. 3:24-cv-130 (filed on February 1, 2024); *Benson v. Planet Home Lending, LLC*, Case No. 3:24-cv-131 (February 1, 2024); *Canepa v. Planet Home Lending, LLC*, Case No. 3:24-cv-145 (February 2, 2024); *Ekola v. Planet Home Lending, LLC*, Case No. 3:24-cv-145 (filed on February 5, 2024); and *Ward v. Planet Home Lending, LLC*, Case No. 3:24-cv-00158 (filed on February 6, 2024).

³ *Cole v. Planet Home Lending, LLC*, Case No. 24-cv-60269 (S.D. Fla.; filed on Feb. 6, 2024); and *Coulter v. Planet Home Lending, LLC*, Case No. 2024000019 (Madison Cty.; filed on Feb. 17, 2024). *Coulter* was subsequently removed to federal court on March 18, 2024. *Coulter v. Planet Home Lending, LLC*, Case No. 24-cv-130 (N.D. Fla.). *Cole* voluntarily dismissed on April 5, 2024, and *Coulter* was voluntarily dismissed on April 9, 2024.

pending motions and other housekeeping issues.

8. On March 1, 2024, the Court granted the Motion to Consolidate and Motion to Appoint Interim Class Counsel. [DE #26].

9. Shortly thereafter, the Parties began discussing settlement and scheduled a mediation for March 29, 2024. In advance of the mediation, the Plaintiffs propounded informal discovery requests on PHL to which PHL responded by providing information related to, among other things, the nature and cause of the incident, the number and geographic location of victims impacted by the Data Incident, and the specific type of information breached. The Parties also exchanged mediation statements in advance of the mediation.

10. On March 29, 2024, the Parties reached agreement on the materials terms of the settlement following a full day of mediation with the Hon. Diane M. Welsh (Ret.) from JAMS.

11. On April 1, 2024, Plaintiffs filed a Consolidated Class Action Complaint⁴, asserting causes of action for: (1) negligence; (2) negligence *per se*; (3) breach of implied contract; (4) unjust enrichment; (5) declaratory judgment, seeking to represent a nationwide class of aggrieved individuals. [DE # 33].

12. Thereafter, the Parties filed a Notice of Classwide Settlement. [DE #34].

13. The Parties now agree to settle the Action (including all allegations made in the Related Actions) entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. PHL has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. PHL does not in any way acknowledge,

⁴ The Consolidated Complaint included three additional Plaintiffs.

admit to, or concede any of the allegations made in any of the Complaints (and similarly does not concede any of the allegations in the other complaints in the Related Actions), and expressly 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 asserted 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 defenses. The Parties intend this Agreement to bind Plaintiffs, PHL, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

7. “**Action**” means the consolidated class action lawsuit entitled: *Mathis v. Planet Home Lending, LLC (In re: Planet Home Lending, LLC Data Breach)*, Case No. 3:24-cv-000127 (D. Conn.).

8. “**Application for Attorneys’ Fees, Costs, and Service Awards**” means the application made with the Motion for Final Approval seeking Class Counsel’s attorneys’ fees, reimbursement for costs, and for Service Awards for the Class Representatives.

9. “**CAFA Notice**” means the Class Action Fairness Act Notice which the Settlement

Administrator shall serve upon the appropriate state and federal officials, providing notice of the proposed Settlement. The Settlement Administrator shall provide a declaration attesting to compliance with 28 U.S.C. § 1715(b), which will be filed with the Motion for Final Approval.

10. “**Cash Payment**” means compensation paid to Settlement Class Members who elected to submit a Claim for either Cash Payment A or Cash Payment B.

11. “**Cash Payment A**” means compensation paid to Settlement Class Members pursuant to Section V.

12. “**Cash Payment B**” means the amount identified in Section V.

13. “**Claim**” means the submission of a Claim Form by a Claimant.

14. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 4*, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

15. “**Claim Form Deadline**” shall be 90 days from the date that Notice is first disseminated to the Settlement Class and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class member to be eligible for a Cash Payment.

16. “**Claimant**” means a Settlement Class member who submits a Claim Form.

17. “**Class Counsel**” means: Mason Barney of Siri & Glimstad LLP, Jeff Ostrow of Kopelowitz Ostrow P.A, Gary Mason of Mason LLP, Mariya Weekes of Milberg Coleman Bryson Phillips Grossman PLLC, Raina Borrelli of Turke & Strauss LLP, and Daniel Srourian of Srourian Law Firm, P.C.

18. “**Class List**” means a list of Settlement Class members. PHL shall prepare and provide the Class List to the Settlement Administrator for Notice using information in PHL’s records. The Class List shall include the Settlement Class members’ names, postal address (if

available from Data Incident notice materials) and email address (if available from Data Incident notice materials).

19. “**Class Representatives**” mean Brandon Mathis, Nashira Williams, Jamie Lee Mazzo, Jeffrey Benson, Frank Canepa, William Ekola, Joe Ward, Antonio Cole, and Ramsey Coulter.

20. “**Complaint**” or “**Consolidated Complaint**” means the Consolidated Complaint filed by Plaintiffs on April 1, 2024.

21. “**Court**” means the United States District Court for the District of Connecticut and the Judge(s) assigned to the Action.

22. “**Data Incident**” means the unauthorized access to or acquisition of the Personal Information on or about November 15, 2023.

23. “**Defendant**” means Planet Home Lending, LLC.

24. “**Defendant’s Counsel**” or “**PHL’s Counsel**” means Orrick, Herrington & Sutcliffe LLP.

25. “**Effective Date**” means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

26. “**Email Notice**” means the email form of Notice of the Settlement, substantially in the form attached hereto as *Exhibit 1*, distributed to Settlement Class members for which email addresses are provided by PHL.

27. “**Escrow Account**” means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

28. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

29. “**Final Approval Hearing**” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Awards.

30. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded to Class Counsel and the amount of any Service Awards to the Class Representatives.

31. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 3*, that shall be posted on the Settlement Website and shall be available to Settlement Class members by mail on request made to the Settlement Administrator.

32. “**Motion for Final Approval**” means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

33. “**Motion for Preliminary Approval**” means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

34. “**Net Settlement Fund**” means the amount of the Settlement Fund following payment of: (1) Service Awards to Class Representatives awarded by the Court, (2) attorneys’ fees

and costs awarded by the Court to Class Counsel, and (3) all Settlement Administration Costs.

35. “**Notice**” means the Email Notice, Postcard Notice, Long Form Notice, and Publication Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

36. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Email Notice, Postcard Notice, and Long Form Notice.

37. “**Notice of Deficiency**” means the notice sent by the Settlement Administrator to a Settlement Class member who has submitted an invalid Claim.

38. “**Objection Period**” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 30 days before the Final Approval Hearing.

39. “**Opt-Out Period**” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 30 days before the Final Approval Hearing.

40. “**Party**” means each of the Plaintiffs and Defendant, and “**Parties**” means Plaintiffs and Defendant collectively.

41. “**Personal Information**” or “**PI**” means information collected by PHL, directly or indirectly, pertaining to its customers, including, but not limited to, full names, addresses, Social Security numbers, loan numbers, and financial information.

42. “**Plaintiffs**” mean Brandon Mathis, Nashira Williams, Jamie Lee Mazzo, Jeffrey Benson, Frank Canepa, William Ekola, Joe Ward, Antonio Cole, and Ramsey Coulter

43. “**PHL**” or “**Planet**” means Defendant, Planet Home Lending, LLC.

44. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 2* that the Settlement Administrator shall disseminate to Settlement Class members by mail.

45. “**Pre-Approval Settlement Administration Costs**” means Settlement Administration Costs incurred before Final Approval.

46. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form attached to the Motion for Preliminary Approval.

47. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as *Exhibit 5*.

48. “**Related Actions**” means the six actions filed in the District of Connecticut and two actions filed in Florida against PHL regarding the Data Incident, identified in Paragraph 5 of this Agreement.

49. “**Releases**” means the releases and waiver set forth in Section XIII of this Agreement.

50. “**Released Claims**” means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to

the Data Incident.

51. “**Released Parties**” means PHL and each entity which is controlled by, controlling or under common control with PHL and its past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees

52. “**Releasing Parties**” means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, receivers, agents, attorneys, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

53. “**Service Award**” means the payment the Court may award the Plaintiffs for serving as Class Representatives, which is in addition to any Settlement Class Member Benefit due to Plaintiffs as Settlement Class Members. The Service Awards shall be paid out of the Settlement Fund.

54. “**Settlement Administrator**” or “**Epiq**” means the third-party notice and claims administrator, Epiq Class Action Claims & Solutions.

55. “**Settlement Administration Costs**” means all costs and fees of the Settlement Administrator regarding Notice and settlement administration.

56. “**Settlement Class**” means all living individuals residing in the United States who were sent a notice by PHL that their Personal Information may have been impacted in the Data Incident. Excluded from the Settlement Class are (a) all persons who are employees, directors, officers, and agents of PHL; (b) governmental entities; and (c) the Judge assigned to the Action,

that Judge's immediate family, and Court staff.

57. “**Settlement Class Member**” means any member of the Settlement Class who has not opted-out of the Settlement.

58. “**Settlement Class Member Benefit**” means the Cash Payment elected by Settlement Class Members.

59. “**Settlement Fund**” means the non-reversionary US \$2,425,000.00 in cash fund that PHL is obligated to fund under the terms of the Settlement.

60. “**Settlement Website**” means the website the Settlement Administrator will establish as a means for the Settlement Class members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys' Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

61. “**Valid Claim**” means a Claim Form submitted by a Settlement Class member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of

the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Settlement Fund

62. At least 14 days before commencement of the Notice Program, Planet shall pay to the Settlement Administrator a sum portion of the Pre-Approval Settlement Administration Costs to be agreed upon by the Settlement Administrator, Planet, and Class Counsel, which shall be sufficient to effectuate notice to the Settlement Class members.

63. Following entry of the Preliminary Approval Order, Planet shall pay all subsequent amounts for Pre-Approval Settlement Administration Costs within 30 days of when such amounts are invoiced to Planet along with wire instructions and other required documentation and become due and owing. Planet is not required to advance costs for claims validation or other claims processing related costs until such time such costs are actually incurred. Except that any Settlement Administration Costs incurred after the Effective Date will be paid to the Settlement Administrator from the Settlement Fund following its funding.

64. Within 30 days of the Effective Date, Planet shall deposit, or cause to be deposited, with the Settlement Administrator in an Escrow Account the Settlement Fund minus any Settlement Administration Costs previously paid by Planet.

65. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on PHL, PHL's Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the

Escrow Account does not qualify as a “qualified settlement fund” for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. PHL, PHL’s Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold PHL, PHL’s Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

IV. Certification of the Settlement Class

66. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. PHL agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, PHL shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

V. Settlement Consideration

67. Settlement Class Member Benefits

When submitting a Valid Claim, Settlement Class Members must choose either Cash Payment A or Cash Payment B. Settlement Class Cash Payments will be subject to a *pro rata* increase from the Net Settlement Fund in the event the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Net Settlement Fund, the amount of the Cash Payments may be reduced *pro rata* accordingly. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage

basis. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims against the Released Parties without receiving a Settlement Class Member Benefit.

68. **Cash Payment A**

a. **Compensation for Ordinary Losses:** Compensation for unreimbursed ordinary losses fairly traceable to the Data Incident, may be up to a total of \$1,500.00 per person. Settlement Class Members must submit documentation supporting their Claims for ordinary losses. This documentation may include receipts or other documentation not “self-prepared” by the claimant that documents 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. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by PHL. These ordinary losses may include the following:

i. ***Out of pocket expenses incurred*** as a result of the Data Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; and

ii. ***Fees for credit reports, credit monitoring, or other identity theft insurance product*** purchased between November 15, 2023, and the date of the Claim Form Deadline.

b. **Compensation for Lost Time:** Settlement Class Members with time spent

remediating issues related to the Data Incident may receive reimbursement of \$25.00 per hour up to five hours (for a total of \$125.00) with an attestation including a brief description of the action(s) take in response to the Data Incident.

c. **Compensation for Extraordinary Losses**: Compensation for extraordinary losses, may be up to a total of \$10,000.00, per Settlement Class Member, if the extraordinary loss is: (i) an actual, documented and unreimbursed monetary loss due to fraud or identity theft; (ii) fairly traceable to the Data Incident; (iii) occurred after the Data Incident and before the Claim Form Deadline; (iv) not already covered by one or more of the ordinary loss categories, and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

69. Cash Payment B

Instead of selecting Cash Payment A, a Settlement Class Member may elect to receive Cash Payment B, which is a flat payment in the amount of \$100.00.

70. Injunctive Relief

PHL provided Class Counsel with a “Security Attestation” attesting to the security measures it is implementing following the Data Incident. PHL confirms that all of these security measures have been implemented. The costs of any such security measures on the part of PHL shall be fully borne by PHL, and under no circumstances will such costs be deducted from the Settlement Fund.

VI. Settlement Approval

71. Within 10 days following execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Approval. The proposed Preliminary

Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and PHL.

72. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim submission process; (5) approve the procedures for Settlement Class members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Mason Barney, Jeff Ostrow, Gary Mason, Mariya Weekes, Raina Borrelli, and Daniel Srourian as Class Counsel for Settlement purposes; (7) stay the Action pending Final Approval of the Settlement; and (8) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and PHL's Counsel.

VII. Settlement Administrator

73. The Parties agree that, subject to Court approval, Epiq shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

74. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims process, administering the Settlement Fund, and distributing the

Cash Payments to Settlement Class Members who submit Valid Claims.

75. The Settlement Administrator's duties include:
 - a. Providing CAFA Notice;
 - b. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and, where email addresses are provided by PHL, sending the Postcard Notice in electronic form via email, sending out Long Form Notices and paper Claim Forms on request from Settlement Class members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;
 - c. Establishing and maintaining the Settlement Fund the Escrow Account approved by the Parties;
 - d. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class members, and Claim Forms;
 - e. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;
 - f. Establishing and maintaining an automated toll-free telephone line for Settlement Class members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class members who call with or otherwise communicate such inquiries;
 - g. Responding to any mailed Settlement Class member inquiries;
 - h. Processing all opt-out requests from the Settlement Class;
 - i. Providing weekly reports to Class Counsel and PHL's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency

sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

j. In advance of the Final Approval Hearing, preparing a declaration to submit to the Court confirming that the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each Settlement Class member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

k. Distributing, out of the Settlement Fund, Cash Payments by electronic means;

l. Paying Court-approved attorneys' fees and costs and Service Awards out of the Settlement Fund;

m. Paying Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel; and

n. Any other Settlement administration function at the instruction of Class Counsel and PHL, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments have been properly distributed.

VIII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

76. PHL will make available to Class Counsel and the Settlement Administrator the Class List no later than five days after entry of the Preliminary Approval Order. To the extent necessary, PHL will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

77. Within 45 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court. Where email addresses are provided by PHL for Settlement Class members, Email Notice shall be sent by email. Settlement Class members for which email addresses are not provided, or emails were undelivered (and a postal address is provided by PHL), shall receive a Postcard Notice by mail.

78. The Email Notice and Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the last day of the Opt-Out Period for Settlement Class members to opt-out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class members may access this Agreement and other related documents and information. Class Counsel and PHL's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

79. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

80. The Long Form Notice also shall include a procedure for Settlement Class members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

81. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice and Email Notice shall direct Settlement Class members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the last day of the Objection Period, as specified in the Notice, and the relevant Settlement Class Member must not have excluded herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

82. For an objection to be considered by the Court, the objection must also set forth:
- a. the objector's full name, mailing address, telephone number, and email address (if any);
 - b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
 - c. the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
 - d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;
 - e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;
 - f. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
 - g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
 - h. a statement confirming whether the objector intends to personally appear

and/or testify at the Final Approval Hearing; and

- i. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

83. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 60 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class members whose new addresses were identified as of that time through address traces.

84. The Notice Program shall be completed no later than 60 days before the original date set for the Final Approval Hearing.

IX. Claim Form Process and Disbursement of Cash Payments

85. The Notice and the Settlement Website will explain to Settlement Class members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

86. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

87. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is

reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

88. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class member in an effort to determine which Claim Form is the appropriate one for consideration.

89. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

90. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency

explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless PHL and Class Counsel otherwise agree.

91. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class member;
- f. The Claimant submitted a timely and valid request to opt out of the Settlement Class.
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or

i. The Claim Form otherwise does not comply with the requirements of this Settlement.

92. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims.

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this Paragraph.

c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

93. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or PHL's Counsel. Additionally, Class Counsel and PHL's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

94. No person or entity shall have any claim against PHL, PHL's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

95. No later than 30 days after the Settlement Fund is deposited following the Effective

Date pursuant to Section III, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

96. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, by sending Settlement Class Members with Valid Claims an email to select from alternative forms of electronic payment or by paper check. Settlement Class Members will have a period of 180 days to select their electronic payment. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and PHL's Counsel. Absent specific instructions from Class Counsel and PHL's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and the Settlement Class Member shall forfeit their entitlement right to the funds.

X. Final Approval Order and Final Judgment

97. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than 45 days before the original date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service

Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

98. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order 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 Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release PHL and the other Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including PHL, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

XI. Service Awards, Attorneys' Fees, and Costs

99. **Service Awards.** The Class Representatives may seek Service Awards of up to \$2,000.00 each, subject to Court approval. The Service Awards shall be payable out of the Settlement Fund.

100. **Attorneys' Fees and Costs.** Class Counsel shall apply to the Court for an award of attorneys' fees of up to 33.33% of the Settlement Fund, plus reimbursement of reasonable costs. The attorneys' fees and cost awards approved by the Court shall be paid by the Settlement

Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel within five days after the Settlement Fund is deposited following the Effective Date pursuant to Section III.

101. This Settlement is not contingent on approval of the request for attorneys' fees and costs or Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Awards were not negotiated until after all material terms of the Settlement.

XII. Disposition of Residual Funds

102. In the event there are funds remaining in the Settlement Fund 20 days following the 180-day period for Settlement Class Members to select the form of electronic payment, following payment of Settlement Class Member Payments, any residual shall be distributed to an appropriate mutually agreeable *cy pres* recipient approved by the Court. The Parties agree to propose the Consumer Federation of America as the *cy pres* recipient.

XIII. Releases

103. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California's Unfair Competition Law, California Civil Code section 17200 *et seq.* Each Party expressly waives all rights under California

Civil Code section 1542, which provides:

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.

The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, et seq., Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

104. Settlement Class members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement.

105. 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.

XIV. Termination of Settlement

106. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

107. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

108. PHL shall have the option to terminate this Agreement if more than 5% of the Settlement Class opt out of the Settlement. PHL shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this paragraph within 10 days after the end of the Opt-Out Period, or the option to terminate shall be considered waived.

109. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action

or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

110. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to PHL. However, PHL shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid. After payment of any Settlement Administration Costs that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall return the balance of the Settlement Fund to PHL within 20 days of termination.

XV. Effect of Termination

111. The grounds upon which this Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, PHL's, PHL's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

112. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XVI. No Admission of Liability

113. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession

of any point of fact or law. PHL has denied and continues to deny each of the claims and contentions alleged in the Complaint. PHL specifically denies that a class could or should be certified in the Action for litigation purposes. PHL does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. PHL has agreed to enter into this Agreement 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 possibly have been asserted in the Action.

114. Class Counsel believe 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 risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel have investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class members.

115. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of 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.

116. 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 the Plaintiffs or Settlement Class Members,

or of any wrongdoing or liability 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 of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

117. In addition to any other defenses PHL or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XVII. Miscellaneous Provisions

118. Confidentiality. To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Settlement Agreement, nor shall this paragraph be construed to prevent Class Counsel or PHL's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. PHL may also provide information about the Settlement Agreement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws or

other applicable laws and regulations.

119. Gender and Plurals. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

120. Binding Effect. This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

121. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

122. 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 met and conferred in an attempt to resolve the dispute.

123. Integration and No Reliance. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

124. 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.

125. Governing Law. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Connecticut, without

regard to the principles thereof regarding choice of law.

126. 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 Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

127. Jurisdiction. The Court shall retain jurisdiction over the 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 also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

128. Notices. All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiffs or Class Counsel:

Mason A. Barney
Siri & Glimstad LLP
745 Fifth Avenue, Suite 500
New York, NY 10151
mbarney@sirillp.com
tbean@sirillp.com

Jeff Ostrow
Kopelowitz Ostrow P.A.
1 West Las Olas Blvd., Ste. 500
Fort Lauderdale, FL 33301
ostrow@kolawyers.com

Gary Mason
Mason LLC
5335 Wisconsin Ave., N.W., Ste. 640
Washington, DC 20015
gmason@masonllp.com

If to PHL or PHL's Counsel:

Aravind Swaminathan
Orrick, Herrington & Sutcliffe LLP
401 Union St., Ste. 3300
Seattle, WA 98101
aswaminathan@orrick.com

Marc Shapiro
Orrick, Herrington & Sutcliffe LLP
51 West 52nd Street
New York, NY 10019
mrshapiro@orrick.com

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.

129. Modification and Amendment. This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and PHL's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

130. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

131. Authority. Class Counsel (for the Plaintiffs and the Settlement Class Members), and

PHL's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and PHL respectively to all terms of this Agreement. 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.

132. Agreement Mutually Prepared. Neither Plaintiffs nor PHL shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

133. Independent Investigation and Decision to Settle. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject

to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

134. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

PLAINTIFFS

Brandon Mathis
Brandon Mathis (May 2, 2024 06:28 EDT)

BRANDON MATHIS
Plaintiff

Nashira Williams
Nashira Williams (May 2, 2024 13:34 EDT)

NASHIRA WILLIAMS
Plaintiff

Jaime mazzo
Jaime mazzo (May 2, 2024 09:16 EDT)

JAMIE LEE MAZZO
Plaintiff

Jeffrey Benson

JEFFREY BENSON
Plaintiff

DocuSigned by:
J. Canepa
3E33997E801243F...

FRANK CANEPA
Plaintiff

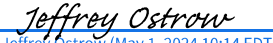
Joe Ward
Joe Ward (May 2, 2024 16:16 CDT)

JOE WARD
Plaintiff

CLASS COUNSEL




MASON A. BARNEY, ESQ.
SIRI & GLIMSTAD LLP
Attorneys for Plaintiffs



Jeffrey Ostrow (May 1, 2024 10:14 EDT)
JEFF OSTROW, ESQ.
KOPELOWITZ OSTROW P.A.
Attorneys for Plaintiffs



GARY MASON, ESQ.
MASON LLC
Attorneys for Plaintiffs



Mariya Weekes (May 1, 2024 11:26 EDT)
MARIYA WEEKES, ESQ.
MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN PLLC
Attorneys for Plaintiffs



Raina Borrelli (May 1, 2024 10:00 CDT)
RAINA BORRELLI, ESQ.
TURKE & STRAUSS LLP
Attorneys for Plaintiffs

Daniel Srourian

DANIEL SROURIAN, ESQ.
SROURIAN LAW FIRM, P.C.
Attorneys for Plaintiffs

PLANET HOME LENDING, LLC.

By: _____
Its _____

COUNSEL FOR DEFENDANT

ARAVIND SWAMINATHAN
ORRICK, HERRINGTON & SUTCLIFFE LLP

CLASS COUNSEL

MASON A. BARNEY, ESQ.
SIRI & GLIMSTAD LLP
Attorneys for Plaintiffs

JEFF OSTROW, ESQ.
KOPELOWITZ OSTROW P.A.
Attorneys for Plaintiffs

GARY MASON, ESQ.
MASON LLC
Attorneys for Plaintiffs

MARIYA WEEKES, ESQ.
MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN PLLC
Attorneys for Plaintiffs

RAINA BORRELLI, ESQ.
TURKE & STRAUSS LLP
Attorneys for Plaintiffs

DANIEL SROURIAN, ESQ.
SROURIAN LAW FIRM, P.C.
Attorneys for Plaintiffs

PLANET HOME LENDING, LLC.

Dierk Hohman 5/1/2024

By: Dierk Hohman
Its EVP, Chief General Counsel and Enterprise Risk Officer

COUNSEL FOR DEFENDANT

Aravind Swaminathan 5/1/2024

ARAVIND SWAMINATHAN
ORRICK, HERRINGTON & SUTCLIFFE LLP

EXHIBIT 1
(EMAIL NOTICE)

Email Notice

To: <<Settlement Class Member Email>>

From: Settlement Administrator <noreply@xxxxxxxxxxx.com>

Subject: Planet Home Lending, LLC Data Breach Settlement

Court-Approved Legal Notice

If you were notified of a Data Incident involving Planet Home Lending that occurred on or about November 15, 2023, you may be entitled to a cash payment from a class action settlement.

This is not a solicitation from a lawyer.

For more information about this settlement visit www.xxxxxxxxx.com or call 1-xxx-xxx-xxxx

A \$2,425,000 settlement has been reached in a class action lawsuit captioned *Mathis v. Planet Home Lending, LLC (In re: Planet Home Lending, LLC Data Breach)*, Case No. 3:24-cv-000127 (D. Conn.), arising out of a data security incident experienced by Planet Home Lending, LLC (“Defendant”) on or about November 15, 2023 (“Data Incident”). The Personal Information of current and former customers of Defendant was potentially compromised in the Data Incident. You are a “Settlement Class Member” if you were sent notice that your Personal Information was potentially impacted in the Data Incident.

You are receiving this notice because Defendant’s records indicate you are likely a Settlement Class Member. If you are a Settlement Class Member and you timely submit a Valid Claim, you may be eligible for a Cash Payment subject to a *pro rata* increase or decrease based on the total number of claims filed (a legal term meaning equal share):

- **Cash Payment Option A:**
 - **Compensation for Ordinary Losses:** With supporting documentation showing your out-of-pocket expenses as a result of the Data Incident, you may be eligible for reimbursement up to \$1,500.
 - **Compensation for Lost Time:** You are also eligible to receive reimbursement for up to five hours of lost time spent dealing with the Data Incident, calculated at the rate of \$25 per hour.
 - **Compensation for Extraordinary Losses:** For certain documented extraordinary losses, you may be eligible for reimbursement up to \$10,000.
- **Cash Payment Option B:** Instead of Cash Payment A, you may elect to receive a flat Cash Payment of \$100.

The easiest way to submit a claim is at www.xxxxxxxxx.com using your Unique ID on the front of this notice, or by completing the attached Claim Form. Your claim must be postmarked or submitted online on or before **Month DD, 20YY**. If you do not want to be legally bound by the

Settlement, you must exclude yourself (“opt-out”) by **Month Day, 20YY**. If you stay in the Settlement, you may object to it by **Month Day, 20YY**. If you do not opt-out, you will remain in the Settlement Class and give up the right to sue Defendant for the legal claims relating to the Data Incident resolved by the Settlement. Visit www.xxxxxxxx.com for details on how to opt-out or object.

The Court will hold a Final Approval Hearing on Month DD, 20YY, at X:00 a.m./p.m. At this hearing, the Court will consider whether to approve the Settlement, including the requested attorneys’ fees and Service Awards. The Court will also consider any objections to the Settlement and listen to people who have asked to speak at the hearing. You may attend the Hearing at your own expense, but it is not necessary.

This notice is a summary. Learn more about the Settlement at www.xxxxxxxx.com or call 1-xxx-xxx-xxxx.

EXHIBIT 2
(POSTCARD NOTICE)

Planet Home Lending, LLC Data Breach
Settlement Administrator
P.O. Box xxxx
Portland, OR 97xxx-xxxx



FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO.xxxx

Legal Notice

If you were notified of a Data Incident involving Planet Home Lending that occurred on or about November 15, 2023, you may be entitled to a cash payment from a class action settlement.

This is not a solicitation from a lawyer.

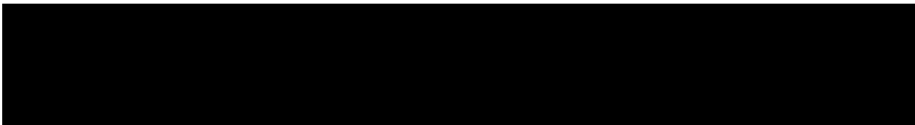
For more information about this settlement visit or call:

www.xxxxxxxxx.com

1-xxx-xxx-xxxx

<<MAIL ID>>
<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

Unique ID: <<UniqueID>>



A \$2,425,000 settlement has been reached in a class action lawsuit captioned *Mathis v. Planet Home Lending, LLC* (In re: Planet Home Lending, LLC Data Breach), Case No. 3:24-cv-000127 (D. Conn.), arising out of a data security incident experienced by Planet Home Lending, LLC (“Defendant”) on or about November 15, 2023 (“Data Incident”). The Personal Information of current and former customers of Defendant was potentially compromised in the Data Incident. You are a “Settlement Class Member” if you were sent notice that your Personal Information was potentially impacted in the Data Incident.

You are receiving this notice because Defendant’s records indicate you are likely a Settlement Class Member. If you are a Settlement Class Member and you timely submit a Valid Claim, you may be eligible for a Cash Payment subject to a *pro rata* increase or decrease based on the total number of claims filed (a legal term meaning equal share):

- **Cash Payment Option A:**

- **Compensation for Ordinary Losses:** With supporting documentation showing your out of pocket expenses as a result of the Data Incident, you may be eligible for reimbursement up to \$1,500.
- **Compensation for Lost Time:** You are also eligible to receive reimbursement for up to five hours of lost time spent dealing with the Data Incident, calculated at the rate of \$25 per hour.
- **Compensation for Extraordinary Losses:** For certain documented extraordinary losses, you may be eligible for reimbursement up to \$10,000.
- **Cash Payment Option B:** Instead of Cash Payment A, you may elect to receive a flat Cash Payment of \$100.

The easiest way to submit a claim is at www.xxxxxxxx.com using your Unique ID on the front of this notice, or by completing the attached Claim Form. Your claim must be postmarked or submitted online on or before **Month DD, 20YY**. If you do not want to be legally bound by the Settlement, you must exclude yourself (“opt-out”) by **Month Day, 20YY**. If you stay in the Settlement, you may object to it by **Month Day, 20YY**. If you do not opt-out, you will remain in the Settlement Class and give up the right to sue Defendant for the legal claims relating to the Data Incident resolved by the Settlement. Visit www.XXXXXXXXXX.com for details on how to opt-out or object.

The Court will hold a Final Approval Hearing on Month DD, 20YY, at X:00 a/p.m. At this hearing, the Court will consider whether to approve the Settlement, including the requested attorneys’ fees and Service Awards. The Court will also consider any objections to the Settlement and listen to people who have asked to speak at the hearing. You may attend the Hearing at your own expense, but it is not necessary.

This notice is a summary. Learn more about the Settlement at www.xxxxxxxx.com or call 1-xxx-xxx-xxxx.

CLAIM FORM

Claims must be postmarked or submitted online no later than Month Day, 20YY.

*First Name:

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*MI:

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*Last Name:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

*Address:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

*City:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

*State:

--	--

*ZIP Code:

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Cash Payment Option A: Claims for Cash Payment Option A require you to provide supporting third-party documentation and/or a description of the time spent traceable to the Data Incident. To file a claim for Cash Payment Option A, please visit www.xxxxxxxxx.com or call 1-xxx-xxx-xxxx. Claims for Cash Payment Option A include:

- **Compensation for Ordinary Losses:** With supporting documentation showing your out-of-pocket expenses as a result of the Data Incident, you may be eligible for reimbursement up to \$1,500.
- **Compensation for Lost Time:** You are also eligible to receive reimbursement for up to five hours of lost time spent dealing with the Data Incident, calculated at the rate of \$25 per hour.
- **Compensation for Extraordinary Losses:** For certain documented extraordinary losses, you may be eligible for reimbursement up to \$10,000.

Cash Payment Option B: Instead of Cash Payment A, you may elect to receive a flat Cash Payment of \$100.

By checking this box, I affirm that I want to receive a flat rate payment in the amount of \$100.00. I understand that if I select this option, I cannot claim reimbursement under Cash Payment Option A.

By signing my name, I swear and affirm I am completing this claim form to the best of my personal knowledge.

Signature:

--

Date:

--

**BARCODE
NO-PRINT
ZONE**

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO.xxxx

PLANET HOME LENDING, LLC DATA BREACH
SETTLEMENT ADMINISTRATOR
P.O. BOX XXXX
PORTLAND, OR 97XXX-XXXX




EXHIBIT 3
(LONG FORM NOTICE)

United States District Court for the District of Connecticut

If you were notified of a Data Incident involving Planet Home Lending that occurred on or about November 15, 2023, you may be entitled to a cash payment from a class action settlement.

A federal court has authorized this notice. This is **not** a solicitation from a lawyer.

- A \$2,425,000 settlement has been reached in a class action lawsuit captioned *Mathis v. Planet Home Lending, LLC (In re: Planet Home Lending, LLC Data Breach)*, Case No. 3:24-cv-000127 (D. Conn.), arising out of a data security incident experienced by Planet Home Lending, LLC (“Defendant”) on or about November 15, 2023 (“Data Incident”).
- You are part of the Settlement Class if you were sent notice by the Defendant that your Personal Information may have been impacted in the Data Incident on or about November 15, 2023. Under the terms of the Settlement, Settlement Class Members who submit Valid Claims may be able to receive a Cash Payment, subject to a *pro rata* increase or decrease based on the total number of claims filed (a legal term meaning equal share):
 - **Cash Payment A:**
 - **Compensation for Ordinary Losses:** With supporting documentation showing your out-of-pocket expenses as a result of the Data Incident, you may be eligible for reimbursement up to \$1,500.
 - **Compensation for Lost Time:** You are also eligible to receive reimbursement for up to five hours of lost time spent dealing with the Data Incident, calculated at the rate of \$25 per hour.
 - **Compensation for Extraordinary Losses:** For certain documented extraordinary losses, you may be eligible for reimbursement up to \$10,000.

OR

- **Cash Payment B:** Instead of selecting Cash Payment A, you may elect to receive a flat Cash Payment of \$100.
- **Business Practice Changes:** Although Defendant denies any wrongdoing, Plaintiffs have received assurances that Defendant has implemented security measures.

This notice may affect your rights. Please read it carefully.

Your Legal Rights and Options		Deadline
SUBMIT A CLAIM FORM	The only way to get a Cash Payment is to submit a Valid Claim.	Submitted online or by mail Postmarked by Month Day, 20YY
OPT OUT	Get no Cash Payment. Keep your right to file your own lawsuit against Defendant about the legal claims in this case.	Postmarked by Month Day, 20YY
OBJECT TO THE SETTLEMENT	Stay in the Settlement, but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Received by Month Day, 20YY
DO NOTHING	Get no Cash Payment. Be bound by the Settlement.	

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court must still decide whether to approve the Settlement. There will be no Cash Payments

Questions? Go to www.xxxxxxxx.com or call 1-XXX-XXX-XXXX

paid unless the Court approves the Settlement, and it becomes final.

BASIC INFORMATION

1. Why is this notice being provided?

A federal court authorized this notice because you have the right to know about the proposed Settlement of this class action lawsuit and all of your rights and options before the Court decides to grant Final Approval of the Settlement. This notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Honorable Kari A. Dooley of the United States District for the District of Connecticut is overseeing this class action. The case is known as *Mathis et al. v. Planet Home Lending, LLC (In re: Planet Home Lending, LLC Data Breach)*, Case No. 3:24-cv-000127 (D. Conn.). The persons who filed this lawsuit are called the “Plaintiffs” and/or “Class Representatives” and the company sued, Planet Home Lending, LLC, is called the “Defendant.”

2. What is this lawsuit about?

Plaintiffs filed this class action against Defendant for its alleged failure to properly secure and safeguard Plaintiffs’ and other similarly situated customers’ sensitive information, including full names, addresses, Social Security numbers, loan numbers, and financial account numbers (“Personal Information”). On or about November 15, 2023, a Data Incident occurred, which resulted in unauthorized access to or acquisition of the Personal Information.

This lawsuit was filed on behalf of all persons whose Personal Information was compromised as a result of Defendant’s alleged failure to: (i) adequately protect the Personal Information of Plaintiffs and Class Members; (ii) warn Plaintiffs and Class Members of Defendant’s inadequate information security practices; and (iii) effectively secure hardware containing protected Personal Information using reasonable and effective security procedures free of vulnerabilities and incidents. Defendant’s conduct amounts at least to negligence and violates federal and state statutes.

Plaintiffs brought this lawsuit against Defendant alleging claims for negligence, negligence *per se*, breach of implied contract, unjust enrichment, and declaratory judgment.

Defendant denies these allegations and denies any wrongdoing or liability. The Court has not decided who is right. Instead, Plaintiffs and Defendant have agreed to a settlement to avoid the risk, cost, and time of further litigation.

3. Why is the lawsuit a class action?

In a class action, one or more people (called plaintiff(s) or class representative(s)) sue on behalf of all people who have similar legal claims. Together, all these people are called a “class” or “class members.” If the plaintiffs and defendant reach a settlement, the court resolves the issues for all class members via the settlement, except for those class members who timely opt out (exclude themselves) from the settlement.

The proposed Class Representatives in this lawsuit are Plaintiffs Brandon Mathis, Nashira Williams, Jaime Lee Mazzo, Jeffrey Benson, Frank Canepa, William Ekola, Joe Ward, Antonio Cole, and Ramsey Coulter.

4. Why is there a Settlement?

Questions? Go to www.xxxxxxxx.com or call 1-XXX-XXX-XXXX

Plaintiffs and Defendant do not agree about the legal claims made in the lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of Plaintiffs or Defendant. Instead, Plaintiffs and Defendant have agreed to settle the lawsuit. The Class Representatives believe the Settlement is best for all individuals in the Settlement Class because of the benefits available to the Settlement Class and the risks and uncertainty associated with continuing the lawsuit.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are part of the Settlement Class if you were sent notice by the Defendant that your Personal Information may have been impacted in the Data Incident on or about November 15, 2023.

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

Yes. Excluded from the Settlement Class are (a) all persons who are employees, directors, officers, and agents of Planet Home Lending; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class member, you may go to the Settlement Website at www.xxxxxxxxxx.com or call the Settlement Administrator's toll-free telephone number at 1-XXX-XXX-XXXX.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

If you are a Settlement Class Member and you timely submit a Valid Claim, you may be eligible for the following benefits subject to a *pro rata* adjustment (a legal term meaning equal share):

Cash Payment A:

Compensation for Ordinary Losses: All Settlement Class Members who submit a Valid Claim are eligible for up to a total of \$1,500 per person for unreimbursed ordinary losses that are fairly traceable to the Data Incident. You must submit documentation supporting your Claim for ordinary losses, which may include receipts or other documentation that show 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. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring product offered as part of the notice letter previously provided by Defendant. Ordinary losses may include the following:

- **Out-of-pocket expenses incurred** as a result of the Data Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; and

Questions? Go to www.xxxxxxxxxx.com or call 1-XXX-XXX-XXXX

- **Fees for credit reports, credit monitoring, or other identity theft insurance product** purchased between November 15, 2023, the date of the Data Incident, and **Month DD, 20YY**, the deadline to file a Claim Form.

Compensation for Lost Time: Settlement Class Members with time spent remedying issues related to the Data Incident may receive reimbursement of \$25 per hour up to five hours (for a total of \$125) with an attestation (a legal term meaning signing a formal document) including a brief description of the action(s) taken in response to the Data Incident.

Compensation for Extraordinary Losses: Compensation for extraordinary losses, up to a total of \$10,000, per Settlement Class Member, if the extraordinary loss is:

- An actual, documented and unreimbursed monetary loss due to fraud or identity theft;
- More likely than not caused by the Data Incident;
- Occurred after November 15, 2023, and before the Claim Form Deadline;
- Not one of the listed ordinary loss categories; and
- You made reasonable efforts to avoid, or seek reimbursement for, the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance.

OR

Cash Payment B: Instead of selecting Cash Payment A, a Settlement Class Member may elect to receive Cash Payment B, which is a one-time payment of \$100.

Pro Rata Adjustment: Settlement Class Member Cash Payments will be subject to a *pro rata* (a legal term meaning equal share) increase from the Settlement Fund in the event the amount of Valid Claims is insufficient to exhaust the entire Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payments may be reduced *pro rata* accordingly. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

Business Practice Changes: Although Defendant denies any wrongdoing, Plaintiffs have received assurances that Defendant has implemented security measures.

9. What am I giving up to receive a Cash Payment or stay in the Settlement Class?

Unless you opt out of the Settlement, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties, including Defendant, about the legal issues in this lawsuit that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

10. What are the Released Claims?

The Settlement Agreement in Section XIII describes the Released Claims and the Releases, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.xxxxxxxxxx.com or in the public Court records on file in this lawsuit. For questions regarding the Releases or Released Claims and what the language in the Settlement Agreement means, you can also contact Class Counsel listed in Question 15 for free, or you can talk to your own lawyer at your own expense.

Questions? Go to www.xxxxxxxxxx.com or call 1-XXX-XXX-XXXX

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I make a Claim for Settlement benefits?

To receive a Cash Payment described in Question 8, you must submit a Valid Claim, **postmarked** or submitted online by **Month Day, 20YY**. Claim Forms may be submitted online at www.xxxxxxxxxx.com or printed from the Settlement Website and mailed to the Settlement Administrator at the address on the Claim Form. The quickest way to submit a Claim is online. Claim Forms are also available by calling 1-XXX-XXX-XXXX or by writing to:

Planet Home Lending Settlement Administrator
PO Box XXXX
Portland, OR 97XXX-XXXX

Claim Forms must be submitted online or by mail postmarked by Month, Day, 20YY.

12. What happens if my contact information changes after I submit a Claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling 1-XXX-XXX-XXXX or by writing to:

Planet Home Lending Settlement Administrator
PO Box XXXX
Portland, OR 97XXX-XXXX

13. When will I receive my Settlement benefits?

If you submit a timely and Valid Claim, a Cash Payment will be made to you by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.xxxxxxxxxx.com for updates.

14. How will I receive my payment?

If you submit a timely and Valid Claim for a Cash Payment, and if your Claim and the Settlement are finally approved, Cash Payments will be made by electronic payment or by paper check. Settlement Class Members with Valid Claims will be sent an email to select from alternative forms of electronic payment or by paper check. Please ensure you have provided a current and complete email address. If you do not provide a current and valid email address, if you do not open your email, or if your electronic payment does not go through due to wrong or incomplete information, the Settlement Administrator will attempt to send you a check relying on your physical address submitted on your Claim Form.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Questions? Go to www.xxxxxxxxxx.com or call 1-XXX-XXX-XXXX

Yes. The Court has appointed Mason Barney of Siri & Glimstad LLP, Jeff Ostrow of Kopelowitz Ostrow P.A, Gary Mason of Mason LLP, Mariya Weekes of Milberg Coleman Bryson Phillips Grossman PLLC, Raina Borrelli of Turke & Strauss LLP, and Daniel Srourian of Srourian Law Firm, P.C., as Class Counsel lawyers to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this lawsuit.

16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees of up to 33.33% of the \$2,425,000 Settlement Fund, plus reimbursement of reasonable costs. The Court may award less than the amounts requested. If awarded by the Court, the Settlement Administrator will pay attorneys' fees and costs out of the Settlement Fund.

Class Counsel's Application for Attorneys' Fees, Costs, and Services Awards will be made available on the Settlement Website at www.xxxxxxxxxx.com before the deadline for you to object to or opt out of the Settlement.

OPTING OUT OF THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue the Released Parties on your own based on the legal claims raised in this lawsuit or released by the Released Claims, then you must take steps to get out of the Settlement. This is called opting out of the Settlement.

17. How do I opt out of the Settlement?

To opt out of the Settlement, you must timely mail written notice of a request to opt out. The written notice must be:

- (1) Signed by you as a Settlement Class member;
- (2) Include your name, address, telephone number, a brief statement identifying membership in the Settlement Class, and email address (if any); and
- (3) Include a statement indicating your request to be excluded from the Settlement Class.

The opt out request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **Month Day, 20YY**:

Planet Home Lending Settlement Administrator
Exclusions
PO Box XXXX
Portland, OR 97XXX-XXXX

You cannot opt out by telephone or by email.

18. If I opt out can I still get anything from the Settlement?

No. If you opt out, you will not be entitled to receive a Cash Payment, but you will not be bound by any judgment in this case. You can only get a Cash Payment if you stay in the Settlement and submit a Valid Claim.

19. If I do not opt out, can I sue Defendant for the same thing later?

Questions? Go to www.xxxxxxxxxx.com or call 1-XXX-XXX-XXXX

No. Unless you opt out, you give up any right to sue Defendant and other Released Parties for the legal claims this Settlement resolves and Releases relating to the Data Incident. You must opt out of the lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against Defendant or other Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement and/or Class Counsel’s Application for Attorneys’ Fees, Costs, and Service Awards.

To object, you must file a timely, written objection stating that you object in *Mathis v. Planet Home Lending, LLC (In re: Planet Home Lending, LLC Data Breach)*, Case No. 3:24-cv-000127 (D. Conn.). If your objection is submitted by mail, it must be **postmarked** by **Month Day, 20YY**, or if your objection is submitted by private courier such as Federal Express, it must have a shipping date on the label by **Month Day, 20YY**.

The objection must also include all the following information:

- (1) Your full name, mailing address, telephone number, and email address (if any);
- (2) A written statement of all grounds for the objection, accompanied by any legal support for the objection known to you or your lawyer;
- (3) The number of times you have objected to a class action settlement within the five years preceding the date that you filed the objection, the caption of each case in which you have made such objection, and a copy of any orders related to or ruling upon your prior objections that were issued by trial and appellate courts in each listed case;
- (4) The identity of all lawyers (if any) representing you, including any former or current lawyer(s) who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys’ Fees, Costs, and Service Awards;
- (5) The number of times in which your lawyer and/or your lawyer’s law firm has objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which the lawyer or the law firm has made such objection and a copy of any orders related to or ruling upon the lawyer’s or the lawyer’s law firm’s prior objections that were issued by the trial and appellate courts in each listed case in which the objector’s lawyer and/or lawyer’s law firm have objected to a class action settlement within the preceding five years;
- (6) The identity of all lawyers (if any) representing you, and whether they will appear at the Final Approval Hearing;
- (7) A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- (8) A statement as to whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- (9) Your signature (a lawyer’s signature is not sufficient).

To be timely, written notice of an objection in the appropriate form must be filed with the Court by **Month Day, 20YY**, with copies to the following addresses:

COURT	CLASS COUNSEL	DEFENDANT’S COUNSEL	SETTLEMENT ADMINISTRATOR
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Questions? Go to www.xxxxxxxx.com or call 1-XXX-XXX-XXXX

Clerk of Court U.S. Courthouse 141 Church Street New Haven, CT 06510	Jeff Ostrow Kopelowitz Ostrow P.A. 1 West Las Olas Blvd., 5 th Floor Fort Lauderdale, FL 33301	Aravind Swaminathan Orrick, Herrington & Sutcliffe LLP 401 Union Street – Suite 3300 Seattle, WA 98101	Planet Home Lending Settlement Administrator Objections PO Box XXXX Portland, OR 97xxx-xxxx
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Any Settlement Class Member who fails to comply with the requirements for objecting detailed above will waive and forfeit any and all rights they may have to appear separately and/or to object to the Settlement Agreement and will be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the lawsuit.

21. What is the difference between objecting and asking to opt out?

Objecting is simply telling the Court you do not like something about the Settlement or requested attorneys' fees and costs. You can object only if you stay in the Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt out, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **Month Day, 20YY, at _:00 .m.** before the Honorable Kari A. Dooley at the Brien McMahon Federal Building, United States Courthouse, 915 Lafayette Boulevard – Suite 417, Bridgeport, CT 06604 or via Zoom or by phone. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's Application for Attorneys' Fees, Costs and Service Awards.

If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change. The Court may also decide to hold the hearing via Zoom or by phone. Any change will be posted at www.xxxxxxxxxx.com.

23. Do I have to attend to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file or mail your written objection on time, the Court will consider it.

24. May I speak at the Final Approval Hearing?

Yes, as long as you do not opt out, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the Final Approval Hearing, you must follow all of the procedures for objecting to the Settlement

Questions? Go to www.xxxxxxxxxx.com or call 1-XXX-XXX-XXXX

listed in Section 20 above—and specifically include a statement whether you and your lawyer will appear at the Final Approval Hearing.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive a Cash Payment, and you will give up rights explained in the “Opting Out of the Settlement” section of this notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Released Parties, including Defendant, about the legal issues in this lawsuit that are released by the Settlement Agreement relating to the Data Incident.

GETTING MORE INFORMATION

26. How do I get more information?

This notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.xxxxxxxxxx.com, by calling 1-XXX-XXX-XXXX or by writing to:

Planet Home Lending Settlement Administrator
PO Box XXXX
Portland, OR 97XXX-XXXX

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT’S CLERK OFFICE
REGARDING THIS NOTICE.**

Questions? Go to www.xxxxxxxxxx.com or call 1-XXX-XXX-XXXX

EXHIBIT 4
(CLAIM FORM)

**Must be postmarked
or submitted online
NO LATER THAN
[deadline].**

PLANET HOME LENDING
SETTLEMENT ADMINISTRATOR
[Address]
[website]

Settlement Class Claim Form

SETTLEMENT BENEFITS – WHAT YOU MAY GET

The Settlement Class includes all persons residing in the United States who received a notice by Planet Home Lending that their Personal Information may have been impacted in the Data Incident discovered on or about November 15, 2023.

The easiest way to submit a claim is online at [website], or you can complete and mail this Claim Form to the mailing address above.

You may submit a claim for one of these benefits:

- Cash Payment Option A.** You may select one or more of these benefits.
 - Compensation for Ordinary Losses.** If you spent unreimbursed money that you believe is fairly traceable to the Data Incident, you can be reimbursed up to \$1,500.00. You must submit documents supporting your claim.
 - Compensation for Extraordinary Losses.** If you spent unreimbursed money trying to avoid or recover from fraud or identity theft that you believe is fairly traceable to the Data Incident, you can be reimbursed up to \$10,000.00. You must submit documents supporting your claim.
 - Compensation for Lost Time.** If you spent time remedying issues related to the Data Incident, you may receive reimbursement of \$25.00 per hour up to 5 hours (for a total of \$125.00). You must provide a brief description of the action(s) taken in response to the Data Incident.
- Cash Payment Option B.** Instead of selecting Cash Payment Option A, you may elect to receive a flat cash payment in the amount of \$100.00.

Claims must be submitted online or postmarked by [deadline]. Use the address at the top of this form for mailed claims.

Please note: the Settlement Administrator may contact you to request additional documents to process your claim.

For more information and complete instructions, visit [website].

Please note that settlement benefits will be distributed after the settlement is approved by the Court and becomes Final.

Questions? Go to [website] or call [phone number].

Your Information

1. NAME (REQUIRED):

First Name	MI	Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

2. MAILING ADDRESS (REQUIRED):

Address Line 1		
<input type="text"/>		
Address Line 2		
<input type="text"/>		
City	State	ZIP Code
<input type="text"/>	<input type="text"/>	<input type="text"/>

3. PHONE NUMBER:

<input type="text"/>	-	<input type="text"/>	-	<input type="text"/>
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4. EMAIL ADDRESS:

<input type="text"/>

5. UNIQUE ID:

<input type="text"/>

Cash Payment Option A: Documented Ordinary Expenses

If you lost or spent money that you believe is fairly traceable to the Data Incident and have not been reimbursed for that money, you can receive reimbursement for up to \$1,5000.00. Eligible Ordinary Losses include those incurred between November 15, 2023, and the date of the Claim Form Deadline.

It is important for you to send documents that show what happened and how much you lost or spent so you can be reimbursed. This documentation may include receipts or other documentation showing the amount of charges incurred. You may mark out any transactions that are not relevant to your claim before sending in the documentation. This documentation cannot be “self-prepared” by you. “Self-prepared” documents—such as handwritten receipts—are, by themselves, insufficient to receive reimbursement, but can be considered by the Settlement Administrator to add clarity or support other submitted documentation.

To look up more details about how cash payments work, visit [\[website\]](#) or call toll-free at [\[phone number\]](#). You will find more information about the types of costs and losses that can be paid back to you, what documents you need to attach, and how the Settlement Administrator decides whether to approve your claim. *By filling out the boxes below, you are certifying that the money you spent doesn't relate to other data breaches.*

Loss Type and Examples of Documents	Amount and Date	Description of Loss or Money Spent and Supporting Documents (Identify what you are attaching and how it's related to the Data Incident)
<p>Costs related to credit reports, credit monitoring purchases/freezing/unfreezing, or other identity theft insurance product purchased between November 15, 2023 and the Claim Form Deadline.</p> <p><i>Examples: Receipts, notices, or account statements reflecting payment for or purchase of credit monitoring services</i></p>	<p>\$ _____ ● _____</p> <p>Date:</p> <p>____ - ____ - _____</p> <p>MM DD YYYY</p>	<p>_____</p> <p>_____</p> <p>_____</p>
<p>Costs and expenses incurred as a result of the Data Incident including bank fees, long-distance phone charges, cell phone charges, data charges, postage, gasoline for local travel.</p> <p><i>Examples: Phone bills, receipts, detailed list of addresses you traveled (i.e. police station, IRS office), reason why you traveled there (i.e. police report or letter from IRS re: falsified tax return) and number of miles you traveled; bank statements with fees, such as card reissuance, unreimbursed overdraft and late fees, circled.</i></p>	<p>\$ _____ ● _____</p> <p>Date:</p> <p>____ - ____ - _____</p> <p>MM DD YYYY</p>	<p>_____</p> <p>_____</p> <p>_____</p>

Questions? Go to [\[website\]](#) or call [\[phone number\]](#).

Cash Payment Option A: Documented Extraordinary Expenses

If you lost or spent money trying to prevent or recover from fraud or identity theft that you believe is fairly traceable to the Data Incident and have not been reimbursed for that money, you can receive reimbursement for up to \$10,000.00. Eligible Extraordinary Losses include those incurred between November 15, 2023, and the Claim Form Deadline.

In order for your claimed Extraordinary Loss to qualify for a payment, the following conditions must be met: (1) the loss is an actual, documented, and unreimbursed monetary loss due to fraud or identity theft; (2) the loss was fairly traceable to the Data Incident; (3) the loss occurred after the Data Incident and before the Claim Form Deadline; (4) the loss is not already covered by one or more of the ordinary loss categories; and (5) the Settlement Class Member made reasonable efforts to avoid or seek reimbursement for the loss, including (but not limited to) exhaustion of all available credit monitoring insurance and identity theft insurance.

Loss Type and Examples of Documents	Amount and Date	Description of Loss or Money Spent and Supporting Documents (Identify what you are attaching and how it's related to the Data Incident)
<p>Monetary losses or costs resulting from identity theft or fraud as a result of the Data Incident (provide detailed description)</p> <p><i>Please provide a detailed description or a separate document submitted with this Claim Form.</i></p>	<p>\$ _____.</p> <p>Date:</p> <p>____ - ____ - ____</p> <p>MM DD YYYY</p>	<p>_____</p> <p>_____</p> <p>_____</p>
<p>Other losses or costs resulting from the Data Incident (provide detailed description)</p> <p><i>Please provide a detailed description or a separate document submitted with this Claim Form.</i></p>	<p>\$ _____.</p> <p>Date:</p> <p>____ - ____ - ____</p> <p>MM DD YYYY</p>	<p>_____</p> <p>_____</p> <p>_____</p>
<p>Other losses or costs resulting from the Data Incident (provide detailed description)</p> <p><i>Please provide a detailed description or a separate document submitted with this Claim Form.</i></p>	<p>\$ _____.</p> <p>Date:</p> <p>____ - ____ - ____</p> <p>MM DD YYYY</p>	<p>_____</p> <p>_____</p> <p>_____</p>

Questions? Go to [\[website\]](#) or call [\[phone number\]](#).

Cash Payment Option A: Lost Time

Without documentation, you may receive reimbursement for up to 5 hours of lost time compensated at \$25 per hour if you spent at least one full hour and can provide a brief description of your action(s) taken in response to the Data Incident. Round up to the nearest hour and check only one box.

- 1 Hour 2 Hours 3 Hours 4 Hours 5 Hours

Description of Actions Taken

Cash Payment Option B: Flat Rate Payment

Instead of selecting Cash Payment A, all Settlement Class members may elect to receive Cash Payment B, which is a flat rate payment in the amount of \$100.00.

Please select the checkbox if you want to receive a flat rate payment in the amount of \$100.00.

- I want to receive a flat rate payment in the amount of \$100.00. I understand that if I select this option, I cannot claim reimbursement under Cash Payment Option A.

How You Will Receive Your Payment

If you made a claim for payment on this Claim Form and if your claim and the settlement are finally approved, an email will be sent from noreply@epiqpay.com to the email address you provided on this Claim Form prompting you to elect your method of payment. Popular electronic payment options will be available, or you can elect a check. Please ensure you have provided a current and complete email address. If you do not provide a current and valid email address, the Settlement Administrator may attempt to send you a check relying on your physical address on file.

Signature

I hereby certify that:

1. The information I have supplied in this Claim Form and any copies of documents I am sending to support my claim are true and correct to the best of my knowledge.
2. I have read and understand the Claim Form.
3. I believe in good faith that I am a member of the Settlement Class because my Personal Information was impacted in the Data Incident Planet Home Lending discovered on or about November 15, 2023.
4. I have neither assigned any right to recover this benefit to any other party nor been reimbursed in whole by a third party for any damages related to the allegations at issue in this case.
5. I understand that I may be asked to provide more information by the Settlement Administrator before my claim is complete.

Print Name

Signature

Date:

MM

DD

YYYY

Questions? Go to [website] or call [phone number].

EXHIBIT 5
(PRELIMINARY APPROVAL ORDER)

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

Mathis v. Planet Home Lending, LLC (In re: Planet Home Lending, LLC Data Breach)	Case No. 3:24-cv-127 (KAD)
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PRELIMINARY APPROVAL ORDER

WHEREAS, this Action¹ is a putative class action before this Court;

WHEREAS, Plaintiffs, individually, and on behalf of the proposed Settlement Class, and Planet Home Lending, LLC, have entered into the Settlement Agreement, which is subject to review and approval by the Court under Federal Rule of Civil Procedure 23, 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 PHL 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) appoint Plaintiffs as Class Representatives; (3) appoint counsel listed in paragraph 17 of the Settlement as Class Counsel; (4) preliminarily approve the Settlement; (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 PHL and the Released Parties arising out of, relating to, or in connection with the

¹ The capitalized terms used herein are defined and have the same meaning as used in the Settlement Agreement unless otherwise stated.

Released Claims prior to the Court's decision to grant Final Approval of the Settlement; and (11) set a date for the Final Approval Hearing; and

WHEREAS, the Court having reviewed the Motion along with the Settlement and its exhibits and finding 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 Federal Rules of Civil Procedure Rules 23(a), 23(b)(2) and 23(b)(3), and for purposes of settlement only, the Action is hereby preliminarily certified as a class action on behalf of the following Settlement Class:

All living individuals in the United States who were sent a notice by PHL that their Private Information may have been impacted in the Data Incident. Excluded from the Settlement Class are (a) all persons who are employees, directors, officers, and agents of PHL; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

2. **Settlement Fund:** The Settlement provides for a non-reversionary \$2,425,000.00 common cash Settlement Fund for the benefit of the Settlement Class that PHL shall cause to be paid under the Settlement. The Settlement Fund will be used to pay all Settlement Class Member Benefits; Settlement Administration Costs; any Court-approved attorneys' fees and costs to Class Counsel; and any Court-approved Service Awards to Plaintiffs for serving as Class Representatives. The Settlement Fund will be created and funded subject to the terms of the Settlement.

3. Pursuant to Fed. R. Civ. P. 23(e), the terms of the Settlement (and the Settlement provided for therein) are preliminarily approved and likely to be approved at the Final Approval Hearing because:

(A) the class representatives and class counsel have adequately represented the Settlement Class;

- (B) the proposal was negotiated at arm's length;
- (C) the relief provided for the class is adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - (iii) the terms of any proposed award of attorneys' fees, including timing of payment; and
 - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

4. **Settlement Class Findings:** The Court finds, for purposes of settlement only, and without any adjudication on the merits, that the prerequisites for certifying the Action as a class action under Federal Rules of Civil Procedure 23(a), 23(b)(2) and 23(b)(3) have been satisfied, and that the Court will likely certify at the Final Approval stage a Settlement Class.

5. As to Rule 23(a), the Court finds that: (a) the number of Settlement Class members is so numerous that joinder is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the proposed Class Representatives are typical of the claims of the Settlement Class; and (d) the proposed Class Representatives and Class Counsel have and will fairly and adequately represent the interests of the Settlement Class.

6. As to Rule 23(b)(2), the Court finds that the conduct at issue is generally applicable to the class such that injunctive relief is appropriate respecting the class as a whole.

7. As to Rule 23(b)(3), the Court finds that questions of law and fact common to the Settlement Class predominate over any questions affecting individual members. Also, a class action is superior to other available methods for fairly and efficiently adjudicating the Action taking into consideration: (i) the lack of evidence of any intent among the Settlement Class members to individually control the prosecution of separate actions; (ii) the Parties are not aware of any litigation concerning the controversy already begun by Settlement Class members other

than the proposed Class Representatives; (iii) the small value of the claims of many of the individual Settlement Class members making the pursuit of individual actions cost prohibitive for most Settlement Class members; and (iv) the similarity of the Settlement Class members' claims involving substantially identical proofs. *See* Fed. R. Civ. P. 23(b)(3).

8. **Appointment of Class Representatives and Class Counsel:** The Court hereby finds and concludes pursuant to Fed. R. Civ. P. 23(a)(4), and for purposes of settlement only, that Plaintiffs are adequate class representatives and appoints them as Class Representatives for the Settlement Class.

9. In appointing class counsel, Federal Rule of Civil Procedure 23(g) requires the Court to consider (1) the work counsel have done in identifying or investigating potential claims in the action, (2) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action, (3) counsel's knowledge of applicable law, and (4) the resources counsel will commit to representing the class. Fed. R. Civ. P. 23(g)(1)(A). The Court may also consider any other matter pertinent to counsel's ability to represent the class. Fed. R. Civ. P. 23(g)(1)(B). The Court finds that proposed Class Counsel and their law firms have expended a reasonable amount of time, effort, and expense investigating the Data Incident. It is clear from their track records of success, as outlined in their resumes, that Class Counsel are highly skilled and knowledgeable concerning class action practice. For purposes of the Settlement only, and pursuant to Federal Rule of Civil Procedure 23(g)(1), the Court appoints the following as Class Counsel to act on behalf of the Settlement Class and the Class Representatives with respect to the Settlement: Jeff Ostrow of Kopelowitz Ostrow P.A., Gary Mason of Mason LLP, Mason Barney of Siri & Glimstad LLP, Mariya Weekes of Milberg Coleman Byrson Phillips Grossman PLLC, Raina Borrelli of Turke & Strauss LLP, and Daniel Srourian of Srourian Law Firm, P.C.

10. **Preliminary Approval of the Settlement:** The Court hereby preliminarily approves the Settlement, as embodied in the 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 Approval Hearing to be conducted as described below. The Court finds the Settlement meets the considerations set forth in Rule 23(e)(2).

11. **Settlement Administrator:** Class Counsel are authorized to use Epiq as the Settlement Administrator to supervise and administer the Notice Program, as well as to administer the Settlement should the Court grant Final Approval.

12. **Approval of Notice Program and Notices:** The Court approves, as to form and content, the Notice Program, including the Email Notice, Postcard Notice, and Long Form Notice, substantially in the forms attached as Exhibits to the 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 Approval 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 Federal Rule of Civil Procedure 23, due process, the rules of this Court, and all other applicable law and rules. The date and time of the Final Approval Hearing shall be posted on the Settlement Website and included in the Email Notice, Postcard Notice, and Long Form Notice, respectively, before they are emailed, mailed, or published.

13. **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 alternative Settlement Class Member Benefits. Should the Court grant Final Approval of 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.

14. **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 PHL'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.

15. **Opt-Outs from the Settlement Class:** The Notice shall provide that any member of the Settlement Class who wishes to opt out from the Settlement Class must request exclusion in writing within the time and manner set forth in the Notice. The Notices shall provide that opt-out requests must be sent to the Settlement Administrator and be postmarked no later than 30 days before the original date set for the Final Approval Hearing (the last day of the Opt-Out Period). The opt-out request must be personally signed by the Settlement Class member and contain the name, postal address, email address (if any), telephone number, a brief statement identifying membership in the Settlement Class, and a statement that indicates a request to be excluded from the Settlement Class. If submitted by mail, an opt-out request shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an opt-out request shall be deemed to have been submitted on the shipping date reflected on the shipping label.

16. Any Settlement Class member who timely and validly opts-out from the Settlement Class shall, provided the Court grants Final Approval: (a) be excluded from the Settlement Class by Order of the Court; (b) not be a Settlement Class Member; (c) not be bound by the terms of the Settlement; and (d) have no right to the Settlement Class Member Benefits. Any Settlement Class member who does not timely and validly request to opt-out shall be bound by the terms of this Settlement.

17. **Objections to the Settlement:** The Notice shall also provide that any Settlement Class Member who does not opt-out from the Settlement Class may object to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards. Objections must be filed with the Clerk of the Court and mailed to the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted on behalf of a Settlement Class Member no later than 30 days before the original date set for the Final Approval Hearing (the last day of the Objection Period). When submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

18. For an objection to be considered by the Court, the objection must also set forth:
- a. the objector's full name, address, email address (if any), and telephone number;
 - b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
 - c. the number of times the objector has objected to a class action settlement

within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling on the objector's prior objections that were issued by the trial and appellate courts in each listed case;

d. 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 or Application for Approval of Attorneys' Fees, Costs and Service Awards;

e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling on counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;

f. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;

g. the identity of all counsel (if any) representing the objector, whether they will appear at the Final Approval Hearing;

h. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;

i. a statement confirming whether the objector intends to personally appear

and/or testify at the Final Approval Hearing; and

j. the objector's signature (an attorney's signature is not sufficient).

19. Class Counsel and/or PHL's counsel may conduct limited discovery on any objector consistent with the Federal Rules of Civil Procedure, and respond in writing to the objections prior to the Final Approval Hearing.

20. Any Settlement Class Member who does not make an objection in the manner provided herein shall be deemed to have waived the right to object to any aspect of the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards and, if Final Judgment is entered, shall forever be barred and foreclosed from raising such objections in this or any other proceeding and from challenging or opposing, or seeking to reverse, vacate, or modify, the Final Judgment or any aspect thereof.

21. **Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards:** Class Counsel intends to seek an award of up to 33.33% of the Settlement Fund as attorneys' fees, as well as reimbursement of reasonable litigation costs, and Service Awards for the Class Representatives of \$2,000.00 each to be paid from the Settlement Fund. These amounts appear reasonable, but the Court will defer ruling on those awards until the Final Approval Hearing when considering Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

22. Class Counsel shall file their Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards no later than 45 days before the original date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Class Counsel's request for attorneys' fees and costs and Service Awards for the Class Representatives. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to the Application

for Attorneys' Fees, Costs, and Service Awards, provided the objector(s) submitted timely objections that meet all of the requirements listed in the Settlement and in this order.

23. **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 PHL, all of whom shall be restored to their respective positions in the Action as provided in the Agreement.

24. **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.

25. Upon the entry of this order, with the exception of Class Counsel's, PHL's Counsel's, PHL's, and 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 PHL 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.

26. **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.

27. **Final Approval Hearing:** The Court will hold a Final Approval Hearing on _____, 2024 at _____ am/pm. The Final Approval Hearing will be conducted for the following purposes: (a) to determine whether the proposed Settlement, on the terms and conditions provided

for in the Settlement, is fair, reasonable, and adequate, and should be approved by the Court; (b) to determine whether an order of Final Judgment should be entered dismissing the Action on the merits and with prejudice; (c) to determine whether the proposed plan of allocation and distribution of the Settlement Fund is fair and reasonable and should be approved; (d) to determine whether any requested award of attorneys’ fees and costs to Class Counsel and Service Awards to the Class Representatives should be approved; and (e) to consider any other matters that may properly be brought before the Court in connection with the Settlement. The Court may elect to hold the Final Approval Hearing virtually by Zoom or some other application, and if it does, the instructions on how to attend shall be posted by the Settlement Administrator on the Settlement Website.

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

Event	Date
Notice Program Begins	45 days after Preliminary Approval
Notice Program Complete	60 days before original Final Approval Hearing
Deadline to File Motion for Final Approval, and Application for Attorneys’ Fees , Costs, and Service Award	45 days before original Final Approval Hearing date
Opt-Out Deadline	30 days before original Final Approval Hearing
Objection Deadline	30 days before original Final Approval Hearing
Deadline to Respond to Objections	15 days before original Final Approval Hearing
Deadline to Submit Claim Forms	90 days from date Notice Program begins
Final Approval Hearing	_____, 2024 at ____ am/pm

SO ORDERED this _____ day of _____, 2024.

HONORABLE KARI A. DOOLEY
UNITED STATES DISTRICT JUDGE

EXHIBIT B

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

Mathis v. Planet Home Lending, LLC (In re: Planet Home Lending, LLC Data Breach)	Case No. 3:24-cv-127 (KAD)
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**DECLARATION OF INTERIM CO-LEAD COUNSEL IN SUPPORT OF
PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL**

We, Gary Mason of Mason LLP, Mason Barney of Siri & Glimstad LLP, and Jeff Ostrow of Kopelowitz Ostrow Ferguson Weiselberg Gilbert (“Interim Co-Lead Counsel”), being competent to testify, make the following declaration:

1. We, Interim Co-Lead Counsel, seek appointment as Class Counsel¹ for the proposed Settlement Class. We submit this Affidavit in support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement. Except as otherwise noted, we have personal knowledge of the facts set forth in this Declaration and could testify competently to them if called upon to do so.

2. The attorneys seeking to be named Class Counsel in this matter—Gary Mason of Mason LLP, Mason Barney of Siri & Glimstad LLP, and Jeff Ostrow of Kopelowitz Ostrow Ferguson Weiselberg Gilbert—have decades of combined, extensive experience in class action litigation generally, and data breach and privacy class action litigation in particular.

3. With respect to data breach and privacy cases, Interim Co-Lead Counsel is presently leading dozens of cases across the country involving privacy violations, data breaches, and ransomware attacks.

4. The firm resumes for Gary Mason of Mason LLP, Mason Barney of Siri & Glimstad LLP, and Jeff Ostrow of Kopelowitz Ostrow P.A. are attached hereto as ***Exhibits 1-3***.

¹ All capitalized terms herein shall have the same meaning as those defined in Section II of the Settlement Agreement and Releases attached to the Motion as *Exhibit A*.

5. Interim Co-Lead Counsel have committed and will continue to fully commit the resources necessary to represent the Settlement Class and see this Settlement through to the end.

Initial Investigation and Communications

6. After the firms representing Plaintiffs were each respectively retained, each firm conducted an initial, but extensive, investigation of the Data Incident, PHL, and Plaintiffs' and the Settlement Class's damages before filing their respective complaints.

Procedural Posture and History of Negotiations

7. Shortly after consolidation, the Parties began discussing settlement and scheduled a mediation for March 29, 2024.

8. In advance of the mediation, the Plaintiffs propounded informal discovery requests on PHL to which PHL responded by providing information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of victims impacted by the Data Incident, and the specific types of information breached. The Parties also exchanged mediation statements in advance of the mediation.

9. On March 29, 2024, the Parties reached agreement on the materials terms of the settlement following a full day of arm's length negotiations and mediation with the Hon. Diane M. Welsh (Ret.) of JAMS, who has extensive experience with both class actions generally and data privacy matters in particular. Following the mediation, the Parties spent weeks drafting and finalizing the agreement presently before the Court.

10. The settlement negotiated on behalf of the Class provides for a non-reversionary settlement fund of US \$2,425,000.00 to pay for (1) Service Awards to Class Representatives awarded by the Court, (2) attorneys' fees and costs awarded by the Court to Class Counsel, (3) all Settlement Administration Costs, and (4) cash relief to Settlement Class Members. The Agreement provides for two types of Cash Payments in addition to injunctive relief in the form of security measures PHL is implementing following the Data Incident.

11. A \$2,425,000.00 non-reversionary settlement for roughly 285,000 Class Members is a substantial recovery for the Class. Interim Co-Lead Counsel's opinion that this Settlement is fair and reasonable is informed by other data breach class action settlements based on the per class member recovery amount. (The Parties have identified approximately 285,000 individuals whose data was potentially impacted by the Data Incident.)

12. For example, the following chart identifies the per class member value based on the common fund settlement amount for certain recent cases that also involved sensitive, private information such as Social Security Numbers:

Case Name	Case Number	Settlement Amount	Class Size	Per Person
<i>Cochran v. Kroger Co.</i>	No. 5:21-cv-01887 (N.D. Cal.)	\$5,000,000	3,825,200	\$1.31
<i>Thomsen v. Morley Companies, Inc.</i>	No. 1:22-cv-10271 (E.D. Mich.)	\$4,300,000	694,679	\$6.19
<i>Reynolds v. Marymount Manhattan College</i>	No. 1:22-cv-06846 (S.D.N.Y.)	\$1,300,000	191,752	\$6.78
<i>Boykin v. Choice Health Insurance, LLC</i>	No. 4:22-cv-03940 (D.S.C.)	\$500,000	68,177	\$7.33
<i>Tucker v. Marietta Area Health Care</i>	No. 2:22-CV-00184 (S.D. Ohio)	\$1,750,000	216,478	\$8.08
<i>Mathis v. Planet Home Lending, LLC</i>	No. 3:24-cv-127	\$2,425,000	250,000	\$8.51
<i>Lutz v. Electromed, Inc.</i>	No. 21-cv-2198 (D. Minn.)	\$825,000	47,000	\$17.55
<i>Abrams v. Savannah College of Art & Design</i>	No. 1:22-cv-04297 (N.D. Ga.)	\$375,000	16,890	\$22.20
<i>Phelps v. Toyotetsu North America</i>	No. 6:22-cv-00106 (E.D. Ky.)	\$400,000	11,916	\$33.57

The Class Representatives Actively Participated in This Action

13. The Settlement Agreement calls for reasonable Service Awards to the Class Representatives in the amount of \$2,000.00 per Class Representative.

14. The Service Awards are meant to compensate the Class Representatives for their efforts on behalf of the Settlement Class, including, at all times, regularly maintaining contact with Interim Co-Lead Counsel, assisting in the investigation of the Action, reviewing their respective Complaint(s), producing information and documentation to Interim Co-Lead Counsel, remaining available for consultation throughout the mediation and settlement negotiations, reviewing the Agreement, and answering Interim Co-Lead Counsel's many questions.

15. After agreeing to the terms of the Settlement on behalf of the Settlement Class, Interim Co-Lead Counsel negotiated their fees and costs separate from the Settlement Class Member Benefits, in an amount not to exceed 33.33% of the Settlement Fund, subject to Court approval.

The Settlement is Fair, Reasonable, Adequate, and a Substantial Recovery for the Class

16. Interim Co-Lead Counsel engaged in substantial research regarding the facts of the Breach and have considerable experience in similar class action litigation.

17. Our years of experience representing individuals in complex class actions—including data breach actions—contributed to an awareness of Plaintiffs' settlement leverage, as well as the needs of Plaintiffs and the proposed Settlement Class. We believe that our clients would ultimately prevail in the litigation on a class-wide basis. However, we are also aware that a successful outcome is uncertain and would be achieved, if at all, only after prolonged, arduous litigation with the attendant risk of drawn-out appeals.

18. Interim Co-Lead Counsel believe the Settlement is fair, reasonable, adequate, and provides substantial benefits for Plaintiffs and Class Members. Furthermore, there are no undisclosed agreements made in connection with this Settlement. Interim Co-Lead Counsel are also not aware of any individual cases related to this Data Breach being pursued against Defendant.

19. Further, the timing of the Notice and Claims process is structured to ensure that all Settlement Class members have adequate time to review the terms of the Agreement, compile

documents supporting their Claim, and decide whether they would like to opt-out or object. Accordingly, the Notice process should be approved by this Court.

20. Moreover, all named Class Representatives support the proposed Settlement Agreement.

* * * * *

We declare under penalty of perjury of the laws of the State of Connecticut and the United States that the foregoing is true and correct, and that this declaration was executed on this 6th day of May, 2024.

/s/ Jeff Ostrow
Jeff Ostrow
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Counsel for Plaintiffs and the Settlement Class

EXHIBIT 1



Mason LLP is dedicated to representing plaintiffs in class actions, mass torts and individual cases in courts throughout the United States

Our attorneys have a long history of obtaining major verdicts and settlements. We frequently lead, co-lead, or perform other leadership roles in class actions of national significance. Examples include the Office of Personal Management (OPM) data breach litigation (in which one of our attorneys was appointed Liaison Counsel) and the Entran II product liability litigation (in which one of our attorneys served as Co-Lead Counsel and successfully resolved the case for \$330 million).

THE FIRM'S PRINCIPAL LAWYERS

Gary E. Mason
Founding Partner



Gary graduated magna cum laude, Phi Beta Kappa, from Brown University and Duke University Law School, where he was an editor of *Law and Contemporary Problems*. He then served as a law clerk for the Honorable Andrew J. Kleinfeld of the U.S. District Court for the District of Alaska. Gary was previously an Associate at Skadden Arps and a Partner at Cohen Milstein where he was the first Co-Chair of its Consumer Protection Practice Group.

Gary is a nationally recognized leader of the class action bar. Focusing on consumer class actions and mass torts, Gary has recovered more than \$1.5 billion in the 29 years he has represented plaintiffs. With his broad experience, Gary is nationally known for representing consumers in class actions involving a wide range of defective products, including Chinese drywall, fire retardant plywood, polybutylene pipe, high-temperature plastic venting, hardboard siding, pharmaceutical products, consumer electronics and automobiles. He also is recognized for his successful representation of persons injured by negligently discharged pollutants (e.g., *In re the Exxon Valdez*) and victims of wage theft. He currently represents more than 2,000 Customs and Border Patrol Agents in FLSA litigation against the federal government, more than 1,500 women injured by use of a defective tampon product, thousands of owners of animals injured by contaminated dog food, and over 23 million individuals whose personal data was compromised by the U.S. Office of Personal Management data breach.

Gary was an early advocate for victims of security breaches and privacy violations, starting with the first settlement arising from a Google data breach (*In re Google Buzz*), the Department of Veterans

Affairs stolen laptop case, and continuing in data breach cases to-date. Mr. Mason recently served as liaison counsel in a data breach case filed against the Office of Personnel Management. *In re U.S. Off. Of Pers. Mgmt. Data Security Breach Litig.*, 266 F. Supp. 3d 1 (D.D.C. 2017) (final approval of a \$63 million settlement fund granted in October 2022). He currently serves as one of the co-lead counsel for the *Farley, et al. v. Eye Care Leaders* data breach matter related to the breach of over three million individuals' data, which is pending in the Middle District of North Carolina, Case No. 1:22-cv-468. He also serves as co-lead counsel for the following pending cases: *Guy, et al. v. Convergent Outsourcing, Inc.*, Case 2:22-cv-01558 (WD Wash.); *Alvarado, et al. v. JDC Healthcare Management, LLC*, Case No. DC-22-03137 (District Court of Dallas County, Texas); *Tucker, et al. v. Marietta Area Health Care*, Case No. 2:22-cv-00184 (SD Ohio) (preliminary approval granted June 2023); and *Darrin v. Huntington Ingalls Industries*, Case No. 4:2023-cv-00053 (ED Virginia).

Gary has served in leadership positions in many consumer class actions in State and Federal courts nationwide as well as in MDLs. Gary writes and speaks frequently on topics related to class action litigation. He was the 2012–2013 Co-Chair of the Class Action Litigation group for the American Association for Justice and presently serves as the Chairman of its Rule 23 Task Group. He has repeatedly been named a Washington, DC Super Lawyer for Class Actions.

Gary lives in Bethesda, Maryland.

Danielle L. Perry
Partner



Danielle L. Perry is a partner at Mason LLP, and offers nearly a decade of class action litigation experience to the benefit of her clients. Graduating from the University of California, Berkeley in 2010 and from Loyola Law School, Los Angeles in 2013, Ms. Perry is licensed to practice in the State of California, District of Columbia, and in numerous federal district courts across the country as well as the U.S. Court of Federal Claims, and the Fifth, Seventh, and Federal Circuit Courts of Appeals. While Ms. Perry originally focused her career on employment law class actions, after her first few years of practice she expanded her experience and resume to cover numerous data breach and consumer class actions as well. Ms. Perry, either as an individual or as a member of her firm, has been named class counsel or appointed to leadership positions in numerous data breach class actions including: *Askew et al. v. Gas South, LLC*, No. 22106661 (Cobb Cnty, Ga.) (appointed co-lead counsel, final approval granted January 2024); *Fernandez et al. v. 90 Degree Benefits, LLC et al.*, No. 2:22-cv-00799 (E.D. Wisc.) (appointed co-lead counsel, final approval granted Nov. 2023); *Alexander et al. v. Salud Family Health, Inc.*, No. 2023CV030580 (19th Dist. Ct., Weld Cnty. Colorado) (appointed co-lead counsel, final approval granted November 2023); *Payton v. Fam. Vision of Anderson, P.A.*, No. 2023CP0401636 (S.C. Ct. C.P. Anderson Cnty.) (appointed Interim Co-Lead Class Counsel Sept. 11, 2023); *Woods v. Albany ENT & Allergy Services, P.C.*, No. 904730-23 (N.Y. Sup. Ct. Albany Cnty.) (appointed Interim Co-Lead Counsel July 2023); *Rasmussen et al. v. Uintah Basin Healthcare*, Case No. 2:23-cv-00322 (D. Utah) (appointed Interim Co-Lead Counsel June 2023); *In re NCB Management Services, Inc. Data Breach Litigation*, Case No. 23-1236 (E.D. Pa.) (appointed to the Plaintiffs' Steering Committee, June 2023); *In re*

Flagstar December 2021 Data Security Incident Litigation, Case No. 22-cv-11385 (E.D. Mich.) (appointed to the Plaintiffs' Executive Committee, May 2023); *Rodriguez v. Mena Regional Health System*, Case No. 2:23-cv-02002 (W.D. Ark.) (appointed Co-Lead Counsel, Apr. 2023); *Anderson v. Fortra, LLC*, Case No. 23-cv-533 (Dist. Minn.) (appointed to the Executive Committee, Apr. 2023); *Nelson et al. v. Connexin Software Inc., d/b/a Office Practicum*, Case No. 2:22-cv-04676 (E.D. Penn.) (appointed to the Plaintiffs' Steering Committee, Apr. 2023); *Colston et al. v. Envision Credit Union*, Case No. 2022CA1476 (2d. Jud. Cir. For Leon County, Fl.) (appointed class counsel, final approval granted Apr. 2023); *Dekenipp v. Gastroenterology Consultants, P.A.*, Case No. 202161470 (295th District Court for Harris County, Texas) (appointed class counsel, final approval granted Nov. 2022); *Richardson v. Overlake Hosp. Med. Ctr., et al.*, No. 20-2-07460-8 SEA (Wash. Super. Ct. King Cnty.) (appointed class counsel, final approval granted Sept. 2021); *Cece, et al. v. St. Mary's Health Care Sys., Inc., et al.*, No. SU20CV0500 (Ga. Super. Ct. Athens-Clarke Cnty.) (appointed class counsel, final approval granted Apr. 2022).

Ms. Perry also has extensive experience providing support to appointed committees in MDL cases across the country. *See, e.g., In re Deva Concepts Prods. Liab. Litig.*, No. 1:20-cv-01234-GHW (S.D.N.Y.) (final approval granted Jan. 3, 2022) (Mason LLP served as court-appointed Co-Lead Counsel and Ms. Perry undertook significant work for clients and class members with extensive hair loss, leading client interviews, drafting pleadings, and preparing settlement and settlement approval papers); *In re Hill's Pet Nutrition, Inc. Dog Food Prods. Liab. Litig.*, No. 2:19-md-02887, MDL No. 2887 (D. Kan.) (final approval granted Oct. 2021) (Mason LLP served as court-appointed Co-Lead Counsel and Ms. Perry played a significant role for clients and class members who purchased dog food with sometimes lethal amounts of vitamin D, participating in client intake, discovery, and preparing settlement and settlement approval papers); *In re Marriott Int'l Inc., Customer Data Sec. Breach Litig.*, No. 8:19-md-02879 (D. Md.) (Ms. Perry contributed to the plaintiff interview process and drafting of the consolidated amended complaint in data breach case); *In re U.S. Off. of Pers. Mgmt. Data Sec. Breach Litig.*, 266 F. Supp. 3d 1 (D.D.C. 2017) (Mason LLP served as Liaison Counsel, and Ms. Perry has completed research assignments in support of and at the request of Lead Counsel in data breach case). Additionally, Ms. Perry has also been appointed to the Leadership Development Committee in *In re SoClean, Inc., Mktg., Sales Pracs. & Prods. Liab. Litig.*, No. 2:22-mc-00152, MDL No. 3021 (W.D. Pa. Apr. 27, 2022), where she works closely with Lead Counsel in all areas of litigation and fights for consumers' rights pertaining to the purchase of defective and/or unsafe products.

Outside of work, Ms. Perry enjoys being in the sun and on the water, is trying not to kill her garden, and is constantly planning future home renovations. Ms. Perry lives outside of Annapolis, Maryland.

Lisa White
Senior Attorney



Lisa A. White is a writer and researcher at heart, known for her attention to detail, optimism, and creative approach to legal problem-solving. Most of Lisa's work is in the federal court system, both in the District Courts and Circuit Courts of Appeals. She is licensed to practice in the State of Tennessee, and in numerous federal district courts across the country as well as the Seventh and Ninth Circuit Courts of Appeals.

Lisa's primary areas of practice are data breach litigation, product defect, product misrepresentation, and wage and hour class actions. Her role at Mason LLP frequently involves investigating and researching potential cases and claims prior to a complaint being filed, as well as drafting responsive pleadings, and leading the detailed research tasks that are required for and during litigation. In addition, she is actively involved in Mason LLP's mediations, from drafting premediation requests and mediation statements to participating in mediated resolutions to cases.

Prior to joining Mason LLP, Lisa practiced at another plaintiffs' class action firm, where she advocated for employees who were improperly paid, especially in the airline industry. She also worked on lawsuits related to defective products and deceptive advertising. She was frequently called on to research and draft appellate briefs.

Lisa returned to law school after completing her Bachelor's and Master's in Sociology from The University of Tennessee. She then worked for the University's Center for Literacy Studies and taught for a number of years at universities. She completed the coursework for her Ph.D. in American Studies at The College of William and Mary, then opted to go to law school—a lifelong goal. Lisa is a graduate of The University of Tennessee College of Law. While at The University of Tennessee College of Law, Lisa was a Co-Coordinator of the Tennessee Innocence Project, and was the Research Editor for the Tennessee Journal of Law and Policy. While a law student, she practiced in both the Domestic Violence Clinic and the Advocacy Clinic. Lisa has published peer-reviewed papers in three academic fields: law, sociology, and history.

Lisa and her family are avid travelers, and she has visited all seven continents. In addition, for three years, she worked remotely practicing class action law while living in Greymouth, New Zealand.

Theo Bell
Attorney



Theodore B. Bell (“Theo”) is Of Counsel at Mason LLP. Theo is an experienced attorney with over 25 years of litigation experience. Theo is admitted to practice law in both Illinois and Michigan and various federal courts around the country. Before recently joining Mason LLP, Mr. Bell’s prior work experience included over 12 years at a mid-sized nationwide class action firm where Mr. Bell focused his practice mainly on antitrust, as well as consumer and securities class actions. Theo’s previous work experience also includes working at a firm that focused on representing class action opt-outs in antitrust cases, another firm that represented workers’ compensation insurance carriers where he focused his practice on litigating premium fraud cases in federal court, as well as a general practice firm where Theo gained extensive experience litigating state court cases in a wide array of civil practice areas.

Notable cases that Mr. Bell has worked on include:

- *Shane Group, Inc., et al. v. Blue Cross Blue Shield of Michigan*, Case No. 10-cv-14360 (E.D. Mich.) (antitrust price-fixing case involving most-favored-nation agreements – \$29.9 million class settlement);
- *In re Dairy Farmers of America Cheese Antitrust Litigation*, Case No. 09-cv-3960, (N.D. Ill.) (antitrust price-fixing case involving manipulation of cheese and milk futures to raise prices of dairy products – \$46 million class settlement);
- *McDonough, et al. v. Toys “R” Us*, Case No. 06-cv-242 (E.D. Pa.) (antitrust case involving retail price maintenance – \$35.5 million class settlement);
- *In re Sulfuric Acid*, Case No. 03-4576, (N.D. Ill.) (antitrust price-fixing case involving output restrictions – class settlements totaling over \$6 million);
- *In Re: Groupon Derivative Litigation*, Case No. 12-cv-5300 (N.D. Ill.) (shareholder derivative suit involving materially false and misleading statements concerning Groupon’s business operations and financial condition prior to Groupon’s IPO – settlement obtained substantial beneficial corporate-governance reforms); and
- *Messner v. Northshore University Health System*, 669 F.3d 802 (7th Cir. 2012) (illegal monopolization and attempted monopolization through hospital mergers – Theo was part of the appellate team that successfully obtained reversal of the U.S. District Court’s denial of class certification).

Theo is a graduate of The University of Michigan, where he earned his Bachelor’s degree in Sociology, and the University of Detroit Mercy School of Law where Mr. Bell earned his law degree.

Ra O. Amen
Associate Attorney



Ra, a native of the California Bay Area, graduated from Stanford University with a degree in economics and from Emory University School of Law, with honors, where he was a Notes and Comments Editor for the Bankruptcy Developments Journal. Ra was previously an Associate at Hunton Andrews Kurth LLP and Morgan & Morgan's Complex Litigation Group.

Ra has over seven years of complex litigation experience, specializing in consumer class actions, data breach and other privacy litigation. Ra was recently appointed to the Leadership Development Committee in *Geleng v. Independent Living Systems, LLC*, Case No. 1:23-cv-21060 (S.D. Fl.) (data breach affecting over four million individuals). Ra was also an integral part of the team that recovered a \$190 million settlement for the class in *In re: Capital One Inc. Customer Data Security Breach Litigation*, MDL No. 1:19-md-2915 (E.D. Va.) (data breach affecting 98 million individuals) where his discovery and briefing efforts helped facilitate said settlement.

Ra is also a former Peace Corps. Morocco volunteer and an avid guitarist having performed with, recorded with, and opened for a number of Grammy-nominated artists.

Salena Chowdhury
Associate Attorney



Salena Chowdhury is an associate attorney at Mason LLP. She is a graduate of the University of Tennessee College of Law. She also attended the University of Tennessee at Knoxville for her bachelor's where she majored in political science with a concentration in public administration and a minor in psychology. Salena has been admitted to the Illinois bar and to the District of Columbia bar.

Salena has had a passion for law since she was a kid. While Salena was still in high school, she began working at her first law firm. She continued to work at various law firms gaining a diverse area of legal experience throughout her undergraduate studies and law school.

Since joining Mason LLP Salena has gained experience in mediations, data breach, product defect, product misrepresentation, and wage & hour class actions. She is known for her quick learning curve and adaptability to challenges. Her role at Mason LLP is expanding as she takes on new responsibilities in major cases.

Salena comes from a large diverse family background. She values the time spent with her family. She enjoys outdoor activities like 4-wheeling, soccer, and playing with her dogs. Additionally, she loves to travel and to learn about other cultures.

NOTABLE CLASS ACTION CASES

Antitrust

In re TFT-LCD (Flat Panel) Antitrust Litig., No. 3:07-cv-01827, MDL No. 1827 (N.D. Cal.) (combined settlement totaling nearly \$1.1 billion in suit alleging the illegal formation of an international cartel to restrict competition in the LCD panel market) (2012).

Products

In re SoClean, Inc., Mktg., Sales Pracs. & Prods. Liab. Litig., No. 2:22-mc-00152, MDL No. 3021 (W.D. Pa) (court-appointed Co-Lead Counsel).

In re Deva Concepts Prods. Liab. Litig., No. 1:20-cv-01234 (S.D.N.Y.) (court appointed Co-Lead Counsel; \$5.2 million settlement).

In re Hill's Pet Nutrition, Inc., Dog Food Prods. Liab. Litig., No. 19-md-2887-JAR-TJJ, MDL No. 2887 (D. Kan.) (court-appointed Co-Lead Counsel; \$12.5 million settlement).

Smid et al. v. Nutranext, LLC, No. 20L0190 (Ill. Cir. Cit. St. Clair Cnty. 2020) (\$6.7 million settlement).

Ersler, et. al v. Toshiba Am., et. al, No. 1:07-cv-02304 (E.D.N.Y. 2009) (settlement of claims arising from allegedly defective television lamps).

Maytag Neptune Washing Machines (class action settlement for owners of Maytag Neptune washing machines).

Stalcup, et al. v. Thomson, Inc. (Ill. Cir. Ct. 2004) (\$100 million class settlement of claims that certain GE, PROSCAN and RCA televisions may have been susceptible to temporary loss of audio when receiving broadcast data packages that were longer than reasonably anticipated or specified).

Hurkes Harris Design Assocs., Inc., et al. v. Fujitsu Comput. Prods. of Am., Inc. (2003) (settlement provides \$42.5 million to pay claims of all consumers and other end users who bought certain Fujitsu Desktop 3.5” IDE hard disk drives).

Turner v. Gen. Elec. Co., No. 2:05-cv-00186 (M.D. Fla. 2006) (national settlement of claims arising from allegedly defective refrigerators).

Automobiles

Falk v. Nissan N. Am., Inc., No. 4:17-cv-04871 (N.D. Cal. 2020) (Co-Lead Counsel in litigation alleging damages from defective transmissions; national settlement extending warranty for 1.5 million vehicles).

In re Gen. Motors Corp. Speedometer Prods. Liab. Litig., MDL No. 1896 (W.D. Wash. 2007) (national settlement for repairs and reimbursement of repair costs incurred in connection with defective speedometers).

Baugh v. The Goodyear Tire & Rubber Co. (2002) (class settlement of claims that Goodyear sold defective tires that are prone to tread separation when operated at highway speeds; Goodyear agreed to provide a combination of both monetary and non-monetary consideration to the Settlement Class in the form of an Enhanced Warranty Program and Rebate Program).

Lubitz v. Daimler Chrysler Corp., No. L-4883-04 (N.J. Super. Ct. Bergen Cnty. 2006) (national settlement for repairs and reimbursement of repair costs incurred in connection with defective brake system; creation of \$12 million fund; 7th largest judgment or settlement in New Jersey).

Berman et al. v. Gen. Motors LLC, No. 2:18-cv-14371 (S.D. Fla. 2019) (Co-Lead Counsel; national settlement for repairs and reimbursement of repair costs incurred in connection with Chevrolet Equinox excessive oil consumption).

Civil Rights

In re Black Farmers Discrimination Litig., No. 1:08-mc-00511 (D.D.C. 2013) (\$1.25 billion settlement fund for black farmers who alleged U.S. Department of Agriculture discriminated against them by denying farm loans).

Bruce, et al. v. County of Rensselaer et al., No. 02-cv-0847 (N.D.N.Y. 2004) (class settlement of claims that corrections officers and others employed at the Rensselaer County Jail (NY) engaged in the practice of illegally strip searching all individuals charged with only misdemeanors or minor offenses).

Commercial

In re Outer Banks Power Outage Litig., No. 4:17-cv-141 (E.D.N.C. 2018) (Co-Lead Counsel; \$10.35 million settlement for residents, businesses, and vacationers on Hatteras and Ocracoke Islands who were impacted by a 9-day power outage).

Construction Materials

Cordes et al v. IPEX, Inc., No. 08-cv-02220-CMA-BNB (D. Colo. 2011) (class action arising out of defective brass fittings; court-appointed member of Plaintiffs' Steering Committee).

Elliott et al v. KB Home North Carolina Inc. et al, No. 08-cv-21190 (N.C. Super. Ct. Wake Cnty. 2017) (Lead Counsel; class action settlement for those whose homes were constructed without a weather-resistant barrier).

In re Pella Corp. Architect & Designer Series Windows Mktg., Sales Pracs. & Prods. Liab. Litig., MDL No. 2514 (D.S.C.) (class action arising from allegedly defective windows; Court-appointed Co-Lead Counsel).

In re MI Windows & Doors, Inc., Prods. Liab. Litig., MDL No. 2333 (D.S.C) (National class action settlement for homeowners who purchased defective windows; Court-appointed Co-Lead Counsel).

In re Atlas Roofing Corp. Chalet Shingle Prods. Liab. Litig., MDL No. 2495 (N.D. Ga.) (class action arising from allegedly defective shingles; Court-appointed Co-Lead Counsel).

Helmer et al. v. Goodyear Tire & Rubber Co., No. 12-cv-00685-RBJ, 2014 WL 3353264 (D. Colo. July 9, 2014) (class action arising from allegedly defective radiant heating systems; Colorado class certified).

In re Zurn Pex Plumbing Prods. Liab. Litig., No. 0:08-md-01958, MDL No. 1958 (D. Minn. 2012) (class action arising from allegedly plumbing systems; member of Executive Committee; settlement).

Hobbie et al. v. RCR Holdings II, LLC, et al., No. 10-1113, MDL No. 2047 (E.D. La. 2012) (\$30 million settlement for remediation of 364-unit residential high-rise constructed with Chinese drywall).

In re Chinese Manufactured Drywall Prods. Liab. Litig., No. 2:09-md-02047, MDL No. 2047 (E.D. La. 2012) (litigation arising out of defective drywall) (appointed Co-Chair, Insurance Committee).

Galanti v. Goodyear Tire & Rubber Co., No. 03-209 (D.N.J. 2003) (national settlement and creation of \$330 million fund for payment to owners of homes with defective radiant heating systems).

In re Synthetic Stucco Litig., No. 5:96-CV-287-BR(2) (E.D.N.C.) (member of Plaintiffs' Steering Committee; settlements with four EIFS Manufacturers for North Carolina homeowners valued at more than \$50 million).

In re Synthetic Stucco (EIFS) Prods. Liab. Litig., MDL No. 1132 (E.D.N.C.) (represented over 100 individual homeowners in lawsuits against homebuilders and EIFS manufacturers).

Posey et al. v. Dryvit Sys., Inc., No. 17,715-IV (Tenn. Cir. Ct. 2002) (Co-Lead Counsel; national class action settlement provided cash and repairs to more than 7,000 claimants).

Sutton, et al. v. The Fed. Materials Co., et al., No. 07-CI-00007 (Ky. Cir. Ct.) (Co-Lead Counsel; \$10.1 million class settlement for owners of residential and commercial properties constructed with defective concrete).

Staton v. IMI South, et al. (Ky. Cir. Ct.) (Co-Lead Counsel; class settlement for approximately \$30 million for repair and purchase of houses built with defective concrete).

In re Elk Cross Timbers Decking Mktg., Sales Pracs. & Prod. Liab. Litig., No. 15-cv-0018, MDL No. 2577 (D.N.J. 2017) (Lead Counsel; national settlement to homeowners who purchased defective GAF decking and railings).

Bridget Smith v. Floor & Decor Outlets of America, Inc., No. 1:15-cv-4316 (N.D. Ga.) (Co-Lead Counsel; National class action settlement for homeowners who purchased unsafe laminate wood flooring).

In re Lumber Liquidators Chinese-Manufactured Laminate Flooring Durability Mktg., Sales Pracs. Litig., No. 1:16-md-2743 (E.D. Va.) (Co-Lead Counsel; Durability case; \$36 million national class action settlement for member who purchased a certain type of laminate flooring).

In re Windsor Wood Clad Window Prods. Liab. Litig., No. 2:16-md-02688 (E.D. Wis.) (National class action settlement for homeowners who purchased defective windows; Court-appointed Lead Counsel).

In re Allura Fiber Cement Siding Prods. Liab. Litig., No. 2:19-md-02886 (D.S.C.) (class action arising from allegedly defective cement board siding; Court-appointed Lead Counsel).

Environmental

Bell v. WestRock, CP, LLC, No. 3:17-cv-829-JAG (E.D. Va. 2020) (Co-Lead Counsel in litigation alleging nuisance from wood dust from paper mill; class certification motion pending; class certified; \$700,000 settlement).

Nnadili, et al. v. Chevron U.S.A., Inc., No. 02-cv-1620 (D.D.C. 2008) (\$6.2 million settlement for owners and residents of 200 properties located above underground plume of petroleum from former Chevron gas station).

In re Swanson Creek Oil Spill Litig., No. 8:00-cv-01429-PJM (D. Md. 2002) (Lead Counsel; \$2.25 million settlement of litigation arising from largest oil spill in history of State of Maryland).

Fair Labor Standards Act (FLSA) / Wage and Hour

Craig v. Rite Aid Corp., No. 08-2317 (M.D. Pa. 2013) (FLSA collective action and class action settled for \$20.9 million).

Stillman v. Staples, Inc., No. 2:07-cv-00849-PS (D.N.J. 2009) (FLSA collective action, plaintiffs' trial verdict for \$2.5 million; national settlement approved for \$42 million).

Lew v. Pizza Hut of Maryland, Inc., No. CBB-09-CV-3162 (D. Md. 2011) (FLSA collective action, statewide settlement for managers-in-training and assistant managers, providing recompense of 100% of lost wages).

Financial

Roberts v. Fleet Bank (R.I.), N.A., No. 00-6142 (E. D. Pa. 2003) (\$4 million dollar settlement on claims that Fleet changed the interest rate on consumers' credit cards which had been advertised as "fixed.").

Penobscot Indian Nation v U.S. Dep't of Housing & Urban Dev., No. 07-1282 (PLF) (D.D.C. 2008) (represented charitable organization which successfully challenged regulation barring certain kinds of down-payment assistance; Court held that HUD's promulgation of rule violated the Administrative Procedure Act).

Insurance

Young, et al. v. Nationwide Mut. Ins. Co., et al., No. 11-5015 (E.D. Ky. 2014) (series of class actions against multiple insurance companies arising from unlawful collection of local taxes on premium payments; class certified and affirmed on appeal, 693 F.3d 532 (6th Cir. 2012); settlements with all defendants for 100% refund of taxes collected).

Nichols v. Progressive Direct Ins. Co., et al., No. 2:06-cv-146 (E.D. Ky. 2012) (Class Counsel; class action arising from unlawful taxation of insurance premiums; statewide settlement with Safe

Auto Insurance Company and creation of \$2 million Settlement Fund; statewide settlement with Hartford Insurance Company and tax refunds of \$1.75 million).

Privacy / Data Breach

Payton v. Fam. Vision of Anderson, P.A., No. 2023CP0401636 (S.C. Ct. C.P. Anderson Cnty.) (Court-appointed Co-Lead Counsel).

Woods v. Albany ENT & Allergy Services, P.C., Index No. 904730-23 (N.Y. Sup. Ct. Albany Cnty.) (Court-appointed Co-Lead Counsel).

Darrin v. Huntington Ingalls Industries, No. 4:2023-cv-00053 (ED Vir.) (Court-appointed Co-Lead Counsel).

Farley v. Eye Care Leaders, No. 22-cv-468 (M.D.N.C.) (Court-appointed Co-Lead Counsel).

Nierman v. Schneck Med. Ctr., No. 36D01-2206-CT-000013 (Ind. Super. Ct. Jackson Cnty.) (Court-appointed Co-Lead Counsel).

Dekenipp v. Gastroenterology Consultants, P.A., No. 202161470 (Tex. 295th Jud. Dist. Ct. Harris Cnty.) (Lead Counsel; claims made settlement and 18 months credit monitoring for class of 162,000 patients).

Bailey v. Grays Harbor Cnty. Pub. Hosp. Dist., No. 20-2-00217-14 (Wash. Super. Ct. Grays Harbor Cnty.) (Mr. Mason appointed Class Counsel in hospital data breach class action; final approval granted Sept. 2020).

Mowery v. Saint Francis Healthcare Sys., No. 1:20-cv-00013-SRC (E.D. Mo.) (Mr. Mason appointed Class Counsel; final approval granted Dec. 2020).

Chatelain v. C, L & W PLLC d/b/a Affordacare Urgent Care Clinics, No. 50742-A (Tex. 42d Jud. Dist. Ct. Taylor Cnty.) (data breach class action settlement valued at over \$7 million; final approval granted Feb. 2021).

Jackson-Battle v. Navicent Health, Inc., No. 2020-CV-072287 (Ga. Super. Ct. Bibb Cnty.) (data breach case involving 360,000 patients; final approval granted Aug. 2021).

Chacon v. Nebraska Med., No. 8:21-cv-00070-RFR-CRZ (D. Neb) (data breach settlement, final approval granted Sept. 2021).

Richardson v. Overlake Hosp. Med. Ctr., No. 20-2-07460-8 SEA (Wash. Super. Ct. King Cnty.) (data breach class action involving approximately 109,000 individuals, final approval granted Sept. 2021).

Martinez v. NCH Healthcare Sys., Inc., No. 2020-CA-000996 (Fla. 20th Jud. Cir. Ct. Collier Cnty.) (data breach class action settlement, final approval granted Oct. 2021).

Carr v. Beaumont Health et al., No. 2020-181002-NZ (Mich. Cir. Ct. Oakland Cnty.) (data breach class action involving 112,000 people; final approval granted Oct. 2021).

Klemm v. Maryland Health Enters. Inc., No. C-03-CV-20-022899 (Md. Cir. Ct. Balto. Cnty.) (appointed Class Counsel, final approval granted Nov. 2021).

In re Ambry Genetics Data Breach Litig., No. 8:20-cv-00791 (C.D. Cal.) (court-appointed member Executive Committee; \$12 million settlement).

Baksh v. Ivy Rehab Network, Inc., No. 7:20-cv-01845-CS (S.D.N.Y.) (Court-appointed Class Counsel; final approval granted Feb. 2021).

Kenney v. Centerstone of America, Inc., No. 3:20-cv-01007 (M.D. Tenn.) (settlement involving over 63,000 class members; final approval granted August 2021);

North v. Hunt Mem'l Hosp. Dist., No. 89642 (Tex. 196th Jud. Dist. Ct. Hunt Cnty) (settlement; final approval granted Dec. 2021).

Cece v. St. Mary's Health Care Sys., Inc., No. SU20CV0500 (Ga. Super. Ct. Athens-Clarke Cnty.) (data breach case involving 55,652 people; final approval granted Apr. 2022).

In re U.S. Off. of Pers. Mgmt. Data Sec. Breach Litig., No. 15-1393 (ABJ), MDL No. 2664 (D.D.C.) (court appointed interim Liaison Counsel; \$60 million settlement).

In re Google Buzz Priv. Litig., No. 5:10-cv-00672 (N.D. Cal. 2010) (court-appointed Lead Class Counsel; \$8.5 million cy pres settlement).

In re Dept. of Veterans Affs. (VA) Data Theft Litig., No. 1:2006-cv-00506, MDL 1796 (D.D.C. 2009) (Co-Lead Counsel representing veterans whose privacy rights had been compromised by the theft of an external hard drive containing personal information of approximately 26.6 million veterans and their spouses; creation of a \$20 million fund for affected veterans and a cy pres award for two non-profit organizations).

In re Adobe Sys. Inc. Priv. Litig., No. 5:13-cv-05226 (N.D. Cal. 2015) (settlement requiring enhanced cyber security measures and audits).

EXHIBIT 2

Siri | Glimstad



FIRM RESUME



Class Action Practice Group

With attorneys across the country, Siri & Glimstad LLP represents clients from coast to coast in class actions and mass torts in state and federal courts. Utilizing decades of experience at major global law firms, we tackle each dispute with a sophisticated, strategic approach, and we fight hard for every one of our clients.

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New Mexico • New York • North Carolina • North Dakota • Oklahoma • Pennsylvania
Tennessee • Texas • Virginia

Attorney Profiles

Aaron Siri

Managing Partner

Aaron Siri is the Managing Partner of Siri & Glimstad LLP and has extensive experience in a wide range of complex civil litigation matters, with a focus on civil rights, class actions, and commercial litigation.

Mr. Siri has successfully litigated numerous civil rights cases, prosecuted class actions against large corporations resulting in payments to hundreds of thousands of Americans, and has acted as counsel to clients in multiple commercial disputes exceeding one billion dollars, including regarding Oracle Team's challenge for the America's Cup and the collapse of the World Trade Center.



Prior to founding Siri & Glimstad, Mr. Siri was a litigation attorney at Latham & Watkins for over five years. Before Latham, Mr. Siri clerked for the Chief Justice of the Supreme Court of Israel from 2004-2005 where he advised the Chief Justice of relevant American, English (including Commonwealth Countries), and International Law precedents for cases of first impression.

Mr. Siri has also been involved in various pro-bono matters, including representation of asylum applicants, housing discrimination victims, and non-profit organizations in tenant-landlord disputes, as well as being chosen as a Frank C. Newman delegate to present a paper he authored before the United Nations Human Rights Sub-Commission.

Mr. Siri earned his law degree at the University of California, Berkeley School of Law where he received four Prosser Prizes and ten High Honors. He was also the Editor-in-Chief and founder of the Berkeley Business Law Journal, which he developed into a nationally recognized publication, and was ranked as the leading commercial law journal in the country.

Prior to law school, Mr. Siri was an auditor at Arthur Andersen LLP, where he examined internal controls and audited corporate documents for private and public micro-cap technology companies. Mr. Siri is a Certified Public Accountant and an attorney admitted in federal and state courts across the country.

Mr. Siri is regularly interviewed on national television for his expertise regarding certain legal issues. He has also been published in the Washington Post, Stat News, and Bloomberg.

Mason A. Barney

Partner

Mason A. Barney is an experienced trial attorney who for over eighteen years has represented both individuals and corporations in complex litigations. Mr. Barney received his J.D., summa cum laude from Brooklyn Law School, in 2005, where he graduated second in his class of nearly 500 students, and received numerous academic honors, in addition to being an editor on the Brooklyn Law Review. He then served as a law clerk to the Honorable Judge David G. Trager in the U.S. District Court for the Eastern District of New York. After clerking, he joined the litigation department at Latham & Watkins LLP, and later joined Olshan Frome Wolosky LLP a large established New York City law firm. Before law school, Mr. Barney earned his B.A. from Bowdoin College, where he double majored in Computer Science and Studio Art, and after college he served as a lead database developer for three years at a successful Internet start-up in Washington D.C.



Mr. Barney focuses his practice on class actions and representing individuals in complex litigations. In this practice he has won tens of millions of dollars for his clients. Among other matters, Mr. Barney has fought to stop companies from illegally spamming consumers with unwanted phone calls, has worked to stop companies from illegally obtaining their customers' biometric information (e.g., facial scans and fingerprints), and obtained recovery for numerous victims of data breaches.

Mr. Barney has appeared in the New York Super Lawyers Rising Stars list, a Thomson Reuters lawyer rating service for lawyers under 40. He was also recognized by the New York Legal Aid Society for his outstanding pro bono work representing indigent individuals in matters concerning prisoners' rights, immigration, and special education.

Mr. Barney has published a number of articles concerning a variety of legal issues. These include authoring or co-authoring: *The FBI vs. Apple: What Does the Law Actually Say?*, Inc. Magazine (February 2016); *Can Lawyers Be Compelled to Produce Data They Compile? An Emerging Front in the Trenches of e-Discovery Battles*, Bloomberg BNA (May 2015); *Legal Landscape for Cybersecurity Risk is Changing as Federal Government and SEC Take Action*, Inside Counsel Magazine (May 2015); *Tellabs v. Makor, One Year Later*, Securities Law 360 (July 2008); *Not as Bad as We Thought: The Legacy of Geier v. American Honda Motor Co. in Product Liability Actions*, 70 Brooklyn L. Rev. 949 (Spring 2005). Mr. Barney serves as an adjunct professor at the City University of New York, teaching Education Law in its graduate studies program, and separately has presented continuing legal education instruction regarding the Foreign Corrupt Practices Act.



Elizabeth Brehm

Partner

Elizabeth Brehm graduated from Boston University with a Bachelor of Science and earned her master's degree from Long Island University at C.W. Post. She attended Hofstra Law School and obtained a Juris Doctorate, graduating magna cum laude, in 2008.

After law school, Ms. Brehm spent a year at Winston & Strawn LLP where she focused on products liability litigation. For nine years prior to joining Siri & Glimstad, Ms. Brehm worked for a New York law firm where she focused on antitrust class action lawsuits, health care fraud, and qui tam and whistleblower litigations.

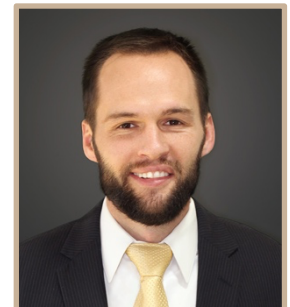


Ms. Brehm has been an attorney at Siri & Glimstad for over two years and has handled numerous complex litigation matters, including class action matters.

Walker Moller

Partner

Before law school, Walker Moller worked and volunteered for three years in 15 countries throughout Southeast Asia, Oceania, and Africa. While at Mississippi College School of Law, Walker clerked at the Mississippi Supreme Court and was on the Law Review. He graduated summa cum laude in 2014 and earned the highest grade in eight courses. After graduation, Walker clerked for a federal judge at the United States District Court, Western District of Louisiana, where he gained exposure to a large volume of employment discrimination matters, products liability cases, and constitutional litigation.



Walker then worked for the U.S. Army Corps of Engineers from 2015 to 2021, where his practice focused on federal contracts and civil litigation in various administrative courts. Immediately before joining Siri & Glimstad, Walker achieved full dismissal of a lawsuit against the Corps of Engineers that implicated \$68M worth of federal contracts.

Lisa Considine

Partner

Lisa R. Considine is counsel at Siri & Glimstad LLP and has broad litigation experience, having successfully litigated various class action cases involving violations of State and Federal consumer protection laws, including representing consumers against many of the world's largest companies.



Ms. Considine graduated from Rutgers College with a Bachelor of Arts and attended Seton Hall University School of Law and obtained her J.D., with Honors, in 2004.

Prior to joining Siri & Glimstad, Ms. Considine was a founding member of her own practice that focused exclusively on consumer class actions and individual matters against major auto rental companies, banks, mortgage lenders, auto finance companies, payday lenders and other consumer finance companies in litigation involving the Consumer Fraud Act, Electronic Fund Transfer Act, Truth in Lending Act, Real Estate Settlement Procedures Act, Fair Credit Reporting Act, Fair and Accurate Credit Transaction Act, Truth-in-Consumer Contract, Warranty and Notice Act, predatory lending, loan origination and servicing, banking operations and consumer fraud claims.

Ms. Considine serves on the Board of Directors of the Consumer League of New Jersey and is also Co-Chair of the New Jersey State Bar Association's Class Actions Special Committee. Ms. Considine also serves at the pleasure of the New Jersey Supreme Court on the District IIB Ethics Committee and is President of the Worrall F. Mountain Inn of Court. Ms. Considine is a member of the National Association of Consumer Advocates, the Complex Litigation e-Discovery Form (CLEF), and the New Jersey State Bar Association's Consumer Protection Committee.

David DiSabato

Partner

David J. DiSabato is counsel at Siri & Glimstad LLP and focuses his practice on complex class actions and consumer protection law. With over two decades of class action experience, Mr. DiSabato has led successful class actions against many of the country's largest financial institutions, retailers, service providers and employers. In addition, Mr. DiSabato has extensive experience handling patients' rights class actions and civil rights claims.



Mr. DiSabato graduated from Tufts University and received his J.D. from Boston University School of Law. Named to the New Jersey Super Lawyers List in 2022 and 2023, Mr. DiSabato is the New Jersey Chair of the National Association of Consumer Advocates and sits on NACA's Judicial Nominations Committee. He also is a member of both the American Association for Justice and the New Jersey Association for Justice (Civil Rights Committee), and sits on the Board of Directors of the Consumer League of New Jersey, where he serves as the Director of Litigation. Mr. DiSabato is also a member of the Class Actions Special Committee and the Consumer Protection Law Committee of the New Jersey State Bar Association, as well as the Complex Litigation e-Discovery Forum (CLEF). He also serves as the Vice Chair of the Land Use Board of the Borough of Peapack and Gladstone.

In addition, Mr. DiSabato regularly lobbies in both Washington D.C. and Trenton, New Jersey on consumer issues such as predatory lending, manufactured housing and forced arbitration, and is a frequent speaker on Constitutional issues, class action practice and consumer rights.

Prior to joining Siri & Glimstad, Mr. DiSabato was a founding member of his own practice where he represented consumers, workers, tenants, patients and other individuals in complex class actions.

Tyler J. Bean

Attorney

Tyler J. Bean graduated from the University of Oklahoma's Michael F. Price College of Business in 2015 and obtained a Juris Doctorate from the University of Oklahoma in 2019, where he served as editor for the Oil and Gas, Natural Resources, and Energy Law Review Journal. Mr. Bean also received numerous academic honors as a law student, including being named to the Faculty Honor Roll and Dean's List.



After graduating law school and serving as in-house counsel for a large, multi-billion-dollar retail organization, Mr. Bean turned his focus to complex civil litigation and consumer class actions, with a particular emphasis on data breach and privacy matters. He has years of experience as a data breach and privacy lawyer, having played a significant role as class counsel in successfully litigating numerous data breach and privacy class actions from inception through discovery and court approved settlements, recovering millions of dollars for hundreds of thousands of consumers, patients, students, and employees across the country who have been victims of negligent data security and privacy practices.

Kyle McLean

Attorney

Kyle McLean obtained his J.D. in 2019 from the University of California, Hastings College of the Law, with an emphasis in Civil Litigation and Alternative Dispute Resolution. He was selected to participate in the Hastings Appellate Program, where he was one of only two students chosen to represent a pro bono client before the Ninth Circuit Court of Appeals and deliver oral and written argument before the Court. He received his B.A. in History and Economics from California Polytechnic University, Pomona in 2015. Prior to joining Siri & Glimstad, Mr. McLean defended a wide variety of complex civil matters.



Mr. McLean presently represents individuals in complex class action privacy litigations, including claims for illegally spamming consumers with unwanted telephone advertisements, unlawful requests for employees' genetic information (e.g., family medical history), and numerous victims of data breaches.

Oren Faircloth

Attorney

Oren Faircloth graduated from McGill University in 2009 with a Bachelor of Arts degree in Political Science. Before attending law school, he served in the armed forces from 2010 to 2011. Mr. Faircloth graduated from Quinnipiac University School of Law, magna cum laude, in 2016.

Prior to joining Siri & Glimstad, Mr. Faircloth worked for a boutique law firm where he spearheaded ERISA class action lawsuits against Fortune 500 companies, including: Huntington Ingalls, Rockwell Automation, Raytheon, UPS, U.S. Bancorp, Delta Air Lines, and Sprint. Mr. Faircloth was involved in the prosecution of numerous successful class actions in which over \$100 million dollars have been recovered for tens of thousands of employees around the country. In 2022, Mr. Faircloth was recognized by Super Lawyers magazine as a Rising Star in the field of class action.



Mr. Faircloth focuses his practice on class actions and representing individuals in complex litigations. He presently represents individuals who have been denied reimbursement for work-related expenses from their employers, denied sufficient lactation accommodations in the workplace, and denied actuarially equivalent pension benefits. Mr. Faircloth has also represented several individuals on a pro bono basis, negotiating favorable settlements for violations of their constitutional rights.

Wendy Cox

Attorney

Prior to joining Siri & Glimstad, Ms. Cox served for 21 years in the United States Army as an Army Nurse Corps officer and as an Army Judge Advocate. As a nurse corps officer, Ms. Cox worked in several clinical settings to include a pediatric unit, a specialty surgical unit, and an orthopedic surgical unit. During her last year as an Army Nurse Corps officer, she taught Army medics in basic life saving skills before being selected by the Army to attend law school. After graduating law school in 2005, Ms. Cox prosecuted soldiers, advised on operational law issues, taught Constitutional Law at West Point, and advised senior leaders on a variety of legal issues. Following her retirement from the United States Army in 2018, she went on to continue serving soldiers as an attorney for the Office of Soldiers' Counsel.

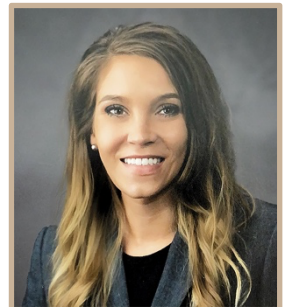


Wendy Cox graduated cum laude from the State University at Buffalo Law School in New York and summa cum laude from Norwich University with a Bachelor of Science in Nursing. She went on to get her Master of Laws (L.L.M.) degree in Military Law in 2008.

Catherine Cline

Attorney

Catherine Cline has extensive experience in a wide range of civil law, including constitutional, administrative, employment, and election law. Prior to joining Siri & Glimstad, Ms. Cline served as a judicial law clerk for judges in the U.S. District Court for the Middle District of Pennsylvania, the Commonwealth Court of Pennsylvania, and the Supreme Court of Pennsylvania.



Ms. Cline attended law school on a full tuition scholarship, during which time she served as the Editor-in-Chief of the law review and as intern for a U.S. District Court Judge in the Middle District of Florida. Before attending law school, Ms. Cline received her Bachelor of Arts in Economics with a Minor in Business and the Liberal Arts from Penn State University and worked in the Tax Credit Division of the Pennsylvania Department of Community and Economic Development.

Dana Smith

Attorney

Dana Smith is a seasoned litigator. Prior to joining Siri & Glimstad, Ms. Smith focused most of her legal career on personal injury litigation, including representing individuals harmed due to corporate negligence. Ms. Smith is also experienced in various domestic areas of practice, including divorce, high-conflict custody disputes, and child welfare law.

Ms. Smith graduated cum laude from the North Carolina Central University School of Law. Additionally, she received her Bachelor of Arts in Romance Languages from the University of North Carolina at Chapel Hill.



Sonal Jain

Attorney

Sonal Jain has experience in complex commercial litigations as well as class actions. Ms. Jain graduated from the New York University School of Law with an LLM in International Business Regulation, Litigation and Arbitration in 2020 where she gained experience with international dispute resolution. She received her first degree in law (B.A. LL.B.) from ILS Law College, Pune, a prime legal education institution in India. Prior to joining Siri & Glimstad, Ms. Jain held various internships with top-tier law firms in India where she specialized in complex dispute resolution ranging from consumer and corporate litigation to domestic arbitrations.



Jack Spitz

Attorney

Jack R. Spitz is a graduate of Rutgers School of Law where he was a member of the Rutgers Law Record Journal and interned with the Essex County Public Defender's Office. Following law school, he served as Law Clerk for two judges at the Middlesex County Superior Court in New Brunswick, New Jersey. Subsequently, Mr. Spitz defended a wide variety of personal injury and property damage matters, as well as represented Plaintiffs in employment litigation matters. Prior to law school, Mr. Spitz graduated from Clemson University in South Carolina.



Gabrielle Williams

Attorney

Ms. Williams obtained her J.D. from the University of Maryland Francis King Carey School of Law. During her time in law school, she represented clients in state court through the Justice for Victims of Crime Clinical Law Program. She also served as an Associate Editor on the Journal of Healthcare Law and Policy, Executive Board Member of the Black Law Students Association, and Class Representative for the Student Bar Association. Prior to joining Siri and Glimstad, Ms. Williams served as a Judicial Law Clerk on the Appellate Court of Maryland.



Notable Class Actions Handled By Siri & Glimstad LLP

Buchanan v. Sirius XM Radio, Inc.

Case No. 3:17-cv-00728 (N.D. Tex.)

Appointed co-class counsel in a case alleging violations of the TCPA, which resulted in a settlement of \$25,000,000, plus free satellite radio service, to a class of 14.4 million members.

Thomas v. Dun & Bradstreet Credibility Corp.

Case No. 15-cv-3194 (S.D. Cal.)

Appointed co-class counsel in a case alleging violations of the TCPA which resulted in a settlement of \$10,500,000.

Gatto v. Sentry Services, Inc., et al.

Case No. 13 CIV 05721 (S.D. N.Y.)

Appointed co-class counsel in a case involving ERISA claims relating to an ESOP which resulted in a settlement of \$11,138,938.

Kindle v. Dejana

Case No. 14-cv-06784 (E.D. N.Y.)

Appointed co-counsel for plaintiffs in an ERISA matter filed as a class action involving breaches of fiduciary duty related to the management and termination of an ESOP, which settled after the beginning of trial for \$1,080,000 for the class.



Herff Jones Data Breach Litigation

Case No. 1:21-cv-01329 (S.D. Ind.)

Obtained preliminary approval of a class settlement agreement that includes a settlement fund of \$4,350,000 and, separate from the settlement fund, requires the defendant to pay for data security.

California Pizza Kitchen Data Breach Litigation

Case No. 8:21-cv-01928 (C.D. Cal.)

Appointed co-class counsel for plaintiffs in a data breach class action where the district court granted final approval to a settlement that provided \$2.1 millions in value to over 100,000 class members, subject to current appeal.

Carter, et al. v. Vivendi Ticketing US LLC d/b/a See Tickets

Case No. 8:22-cv-01981 (C.D. Cal.)

Final approval granted, appointing firm as class counsel, in a data breach class action settlement involving 437,310 class members and a \$3,000,000 non-reversionary settlement fund.

EXHIBIT 3



FIRM RESUME

One West Las Olas Boulevard, Suite 500
Fort Lauderdale, Florida 33301

Telephone: 954.525.4100

Facsimile: 954.525.4300

Website: www.kolawyers.com

Miami – Fort Lauderdale – Boca Raton

OUR FIRM

For over two decades, Kopelowitz Ostrow Ferguson Weiselberg Gilbert (KO) has provided comprehensive, results-oriented legal representation to individual, business, and government clients throughout Florida and the rest of the country. KO has the experience and capacity to represent its clients effectively and has the legal resources to address almost any legal need. The firm's 25 attorneys have practiced at several of the nation's largest and most prestigious firms and are skilled in almost all phases of law, including consumer class actions, multidistrict litigation involving mass tort actions, complex commercial litigation, and corporate transactions. In the class action arena, the firm has experience not only representing individual aggrieved consumers, but also defending large institutional clients, including multiple Fortune 100 companies.

WHO WE ARE

The firm has a roster of accomplished attorneys. Clients have an opportunity to work with some of the finest lawyers in Florida and the United States, each one committed to upholding KO's principles of professionalism, integrity, and personal service. Among our roster, you'll find attorneys whose accomplishments include Board Certified in their specialty; serving as in-house counsel for major corporations, as city and county attorneys handling government affairs, and as public defenders and prosecutors; achieving multi-millions of dollars through verdicts and settlements in trials, arbitrations, and alternative dispute resolution procedures; successfully winning appeals at every level in Florida state and federal courts; and serving government in various elected and appointed positions.

KO has the experience and resources necessary to represent large putative classes. The firm's attorneys are not simply litigators, but rather, experienced trial attorneys with the support staff and resources needed to coordinate complex cases.

CLASS
ACTION
PLAINTIFF

Since its founding, KO has initiated and served as lead class counsel in dozens of high-profile class actions. Although the actions are diverse by subject area, KO has established itself as one of the leading firms that sue national and regional banks and credit unions related to the unlawful assessment of fees. Their efforts spanning a decade plus have resulted in recoveries in excess of \$500 million and monumental practices changes that have changed the industry and saving clients billions of dollars.

Additionally, other past and current cases have been prosecuted for breaches of insurance policies; data breaches; data privacy; wiretapping; biometric privacy; gambling; false advertising; defective consumer products and vehicles; antitrust violations; and suits on behalf of students against colleges and universities arising out of the COVID-19 pandemic.

The firm has in the past litigated certified and proposed class actions against Blue Cross Blue Shield and United Healthcare related to their improper reimbursements of health insurance benefits. Other insurance cases include auto insurers failing to pay benefits owed to insureds with total loss vehicle claims. Other class action cases include cases against Microsoft Corporation related to its Xbox 360 gaming platform, ten of the largest oil companies in the world in connection with the destructive propensities of ethanol and its impact on boats, Nationwide Insurance for improper mortgage fee assessments, and several of the nation's largest retailers for deceptive advertising and marketing at their retail outlets and factory stores.

CLASS ACTION DEFENSE

The firm also brings experience in successfully defended many class actions on behalf of banking institutions, mortgage providers and servicers, advertising conglomerates, aircraft manufacturer and U.S. Dept. of Defense contractor, a manufacturer of breast implants, and a national fitness chain.

MASS TORT LITIGATION

The firm also has extensive experience in mass tort litigation, including serving as Lead Counsel in the Zantac Litigation, one of the largest mass torts in history. The firm also has handled cases against 3M related to defective earplugs, several vaginal mesh manufacturers, Bayer in connection with its pesticide Roundup, Bausch & Lomb for its Renu with MoistureLoc product, Wyeth Pharmaceuticals related to Prempro, Bayer Corporation related to its birth control pill YAZ, and Howmedica Osteonics Corporation related to the Stryker Rejuvenate and AGB II hip implants. In connection with the foregoing, some of which has been litigated within the multidistrict arena, the firm has obtained tens of millions in recoveries for its clients.

OTHER AREAS OF PRACTICE

In addition to class action and mass tort litigation, the firm has extensive experience in the following practice areas: commercial and general civil litigation, corporate transactions, health law, insurance law, labor and employment law, marital and family law, real estate litigation and transaction, government affairs, receivership, construction law, appellate practice, estate planning, wealth preservation, healthcare provider reimbursement and contractual disputes, white collar and criminal defense, employment contracts, environmental, and alternative dispute resolution.

FIND US ONLINE

To learn more about KO, or any of the firm's other attorneys, please visit www.kolawyers.com.

CLASS ACTION AND MASS TORT SETTLEMENTS**FINANCIAL
INSTITUTIONS**

Devore, et al. v. Dollar Bank, GD-21-008946 (Ct. Common Pleas Allegheny 2024) - \$7 million

Nimsey v. Tinker Federal Credit Union, C1-2019-6084 (Dist. Ct. Oklahoma 2024) - \$5.475 million

Precision Roofing of N. Fla. Inc., et al. v. CenterState Bank, 3:20-cv-352 (S.D. Fla. 2023) - \$2.65 million

Checchia v. Bank of America, N.A., 2:21-cv-03585 (E.D. Pa. 2023) - \$8 million

Quirk v. Liberty Bank, X03-HHD-CV20-6132741-S (Jud. Dist. Ct. Hartford 2023) - \$1.4 million

Meier v. Prosperity Bank, 109569-CV (Dist. Ct. Brazoria 2023) - \$1.6 million

Abercrombie v. TD Bank, N.A., 0:21-cv-61376 (S.D. Fla. 2022) - \$4.35 million

Perks, et al. v. TD Bank, N.A., 1:18-cv-11176 (E.D.N.Y. 2022) - \$41.5 million

Fallis v. Gate City Bank, 09-2019-CV-04007 (Dist. Ct., Cty. of Cass, N.D. 2022) - \$1.8 million

Mayo v. Affinity Plus Fed. Credit Union, 27-CV-20-11786 (4th Judicial District Minn. 2022) - \$1 million

Glass, et al. v. Delta Comm. Cred. Union, 2019CV317322 (Sup. Ct. Fulton Cty., Ga. 2022) - \$2.8 million

Roy v. ESL Fed. Credit Union, 19-cv-06122 (W.D.N.Y. 2022) - \$1.9 million

Wallace v. Wells Fargo, 17CV317775 (Sup. Ct. Santa Clara 2021) - \$10 million

Doxey v. Community Bank, N.A., 8:19-CV-919 (N.D.N.Y. 2021) - \$3 million

Coleman v. Alaska USA Federal Credit Union, 3:19-cv-0229-HRH (Dist. of Alaska 2021) - \$1 million

Smith v. Fifth Third Bank, 1:18-cv-00464-DRC-SKB (W.D. Ohio 2021) - \$5.2 million

Lambert v. Navy Federal Credit Union, 1:19-cv-00103-LO-MSN (S.D. Va. 2021) - \$16 million

Roberts v. Capital One, N.A., 16 Civ. 4841 (LGS) (S.D.N.Y. 2021) - \$17 million

Baptiste v. GTE Financial, 20-CA-002728 (Cir. Ct. Hillsborough 2021) - \$975,000

Morris v. Provident Credit Union, CGC-19-581616 (Sup. Ct. San Francisco 2020) - \$1.1 million

Lloyd v. Navy Federal Credit Union, 17-cv-01280-BAS-RBB (S.D. Ca. 2019) - \$24.5 million

Farrell v. Bank of America, N.A., 3:16-cv-00492-L-WVG (S.D. Ca. 2018) - \$66.6 million

Bodnar v. Bank of America, N.A., 5:14-cv-03224-EGS (E.D. Pa. 2015) - \$27.5 million

Morton v. Green Bank, 11-135-IV (20th Judicial District Tenn. 2018) - \$1.5 million

Hawkins v. First Tenn. Bank, CT-004085-11 (13th Jud. Dist. Tenn. 2017) - \$16.75 million

Payne v. Old National Bank, 82C01-1012 (Cir. Ct. Vanderburgh 2016) - \$4.75 million

Swift v. Bancorpsouth, 1:10-CV-00090 (N.D. Fla. 2016) - \$24.0 million

Mello v. Susquehanna Bank, 1:09-MD-02046 (S.D. Fla. 2014) - \$3.68 million

Johnson v. Community Bank, 3:11-CV-01405 (M.D. Pa. 2013) - \$1.5 million

McKinley v. Great Western Bank, 1:09-MD-02036 (S.D. Fla. 2013) - \$2.2 million

Blabut v. Harris Bank, 1:09-MD-02036 (S.D. Fla. 2013) - \$9.4 million

Wolfgeher v. Commerce Bank, 1:09-MD-02036 (S.D. Fla. 2013) - \$18.3 million

Case v. Bank of Oklahoma, 09-MD-02036 (S.D. Fla. 2012) - \$19.0 million Settlement

Hawthorne v. Umpqua Bank, 3:11-CV-06700 (N.D. Cal. 2012) - \$2.9 million Settlement

Simpson v. Citizens Bank, 2:12-CV-10267 (E.D. Mich. 2012) - \$2.0 million

Harris v. Associated Bank, 1:09-MD-02036 (S.D. Fla. 2012) - \$13.0 million

LaCour v. Whitney Bank, 8:11-CV-1896 (M.D. Fla. 2012) - \$6.8 million

Orallo v. Bank of the West, 1:09-MD-202036 (S.D. Fla. 2012) - \$18.0 million

Taulava v. Bank of Hawaii, 11-1-0337-02 (1st Cir. Hawaii 2011) - \$9.0 million

**FALSE
PRICING**

Gattinella v. Michael Kors (USA), 14-Civ-5731 (WHP) (S.D. NY 2015) - \$4.875 million

Stathakos v. Columbia Sportswear, 4:15-cv-04543-YGR (N.D. Ca. 2018) - Injunctive relief prohibiting deceptive pricing practices

**CONSUMER
PROTECTION**

Lopez, et al. v. Volusion, LLC, 1:20-cv-00761 (W.D. Tex. 2022) - \$4.3 million

Gupta v. Aeries Software, Inc., 8:20-cv-00995 (C.D. Ca. 2022) - \$1.75 million

In Re: CaptureRx Data Breach, 5:21-cv-00523 (W.D. Tex. 2022) - \$4.75 million

Ostendorf v. Grange Indemnity Ins. Co., 2:19-cv-01147-ALM-KAJ (E.D. Ohio 2020) – \$12.6 million

Walters v. Target Corp., 3:16-cv-1678-L-MDD (S.D. Cal. 2020) – \$8.2 million

Papa v. Grieco Ford Fort Lauderdale, LLC, 18-cv-21897-JEM (S.D. Fla. 2019) - \$4.9 million

Bloom v. Jenny Craig, Inc., 18-cv-21820-KMM (S.D. Fla. 2019) - \$3 million

Masson v. Tallahassee Dodge Chrysler Jeep, LLC, 1:17-cv-22967-FAM (S.D. Fla. 2018) - \$850,000

DiPuglia v. US Coachways, Inc., 1:17-cv-23006-MGC (S.D. Fla. 2018) - \$2.6 million

In re Disposable Contact Lens Antitrust Litig., MDL 2626 (M.D. Fla.) - \$88 million

In re: 21st Century Oncology Customer Data Sec. Breach Litig., 8:16-md-2737-MSS-AEP (M.D. Fla. 2021) - \$21.8 million

In re Zantac (Ranitidine) Prods. Liab. Litig., 9:20-md-02924-RLR (S.D. Fla.) - MDL No. 2924 – Co-Lead Counsel

In re: Stryker Rejuvenate and ABG II Products Liability Litigation, 13-MD-2411 (17th Jud. Cir. Fla. Complex Litigation Division)

In re: National Prescription Opiate Litigation, 1:17-md-02804-DAP (N.D. Ohio) - MDL 2804

In re: Smith and Nephew BHR Hip Implant Products Liability Litigation, MDL-17-md-2775

Yasmin and YAZ Marketing, Sales Practices and Products Liability Litigation, 3:09-md-02100-DRH-PMF (S.D. Ill.) – MDL 2100

In re: Prempro Products Liab. Litigation, MDL 507, No. 03-cv-1507 (E.D. Ark.)

In Re: 3M Combat Arms Earplug Products Liability Litigation (N.D. Fla.) - MDL 2885

**MASS
TORT**

JEFF OSTROW

Managing Partner



Bar Admissions

The Florida Bar
District of Columbia Bar

Court Admissions

Supreme Court of the United States
U.S. Court of Appeals for the Eleventh Circuit
U.S. Court of Appeals for the Ninth Circuit
U.S. District Court, Southern District of Florida
U.S. District Court, Middle District of Florida
U.S. District Court, Northern District of Florida
U.S. District Court, Northern District of Illinois
U.S. District Court, Eastern District of Michigan
U.S. District Court, Western District of Tennessee
U.S. District Court, Western District of Wisconsin
U.S. District Court, Western District of Kentucky
U.S. District Court, Northern District of New York
U.S. District Court, District of Colorado
U.S. District Court, Eastern District of Texas

Education

Nova Southeastern University, J.D. - 1997
University of Florida, B.S. – 1994

ostrow@kolawyers.com

Jeff Ostrow is the Managing Partner of Kopelowitz Ostrow P.A. He established his own law practice in 1997 immediately upon graduation from law school and has since grown the firm to 25 attorneys in 3 offices throughout south Florida. In addition to overseeing the firm's day-to-day operations and strategic direction, Mr. Ostrow practices full time in the areas of consumer class actions, sports and business law. He is a Martindale-Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics, which is the highest possible rating by the most widely recognized attorney rating organization in the world.

Mr. Ostrow often serves as outside General Counsel to companies, advising them in connection with their legal and regulatory needs. He has represented many Fortune 500® Companies in connection with their Florida litigation. He has handled cases covered by media outlets throughout the country and has been quoted many times on various legal topics in almost every major news publication, including the Wall Street Journal, New York Times, Washington Post, Miami Herald, and Sun-Sentinel. He has also appeared on CNN, ABC, NBC, CBS, Fox, ESPN, and almost every other major national and international television network in connection with his cases, which often involve industry changing litigation or athletes in Olympic swimming, professional boxing, the NFL, NBA and MLB.

Mr. Ostrow is an accomplished trial attorney who has experience representing both Plaintiffs and Defendants. He has successfully tried many cases to verdict involving multi-million-dollar damage claims in state and federal courts. He is currently court-appointed lead counsel and sits on plaintiffs' executive committees in multiple high profile nationwide multi-district litigation actions involving cybersecurity breaches and related privacy issues. He has spent the past decade serving as lead counsel in dozens of nationwide and statewide class action lawsuits against many of the world's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over \$1 billion for tens of millions of bank and credit union customers, as well

as monumental changes in the way they assess fees. Those changes have forever revolutionized an industry, resulting in billions of dollars of savings. In addition, Mr. Ostrow has served as lead class counsel in many consumer class actions against some of the world's largest airlines, pharmaceutical companies, clothing retailers, health and auto insurance carriers, technology companies, and oil conglomerates, along with serving as class action defense counsel for some of the largest advertising and marketing agencies in the world, banking institutions, real estate developers, and mortgage companies.

In addition to the law practice, he is the founder and president of ProPlayer Sports LLC, a full-service sports agency and marketing firm. He represents both Olympic Gold Medalist Swimmers, World Champion Boxers, and select NFL athletes, and is licensed by both the NFL Players Association as a certified Contract Advisor. At the agency, Mr. Ostrow handles all player-team negotiations of contracts, represents his clients in legal proceedings, negotiates all marketing and NIL engagements, and oversees public relations and crisis management. He has extensive experience in negotiating, mediating, and arbitrating a wide range of issues on behalf of clients with the NFL Players Association, the International Olympic Committee, the United States Olympic Committee, USA Swimming and the World Anti-Doping Agency. He has been an invited sports law guest speaker at New York University and Nova Southeastern University and has also served as a panelist at many industry-related conferences.

Mr. Ostrow received a Bachelor of Science in Business Administration from the University of Florida in 1994 and Juris Doctorate from Nova Southeastern University in 1997. He is a licensed member of The Florida Bar and the District of Columbia Bar, is fully admitted to practice before the U.S. Supreme Court, the U.S. District Courts for the Southern, Middle, and Northern Districts of Florida, Eastern District of Michigan, Northern District of Illinois, Western District of Tennessee, Western District of Wisconsin, and the U.S. Court of Appeals for the Eleventh Circuit. Mr. Ostrow is also member of several Bar Associations.

He is a lifetime member of the Million Dollar Advocates Forum. The Million Dollar Advocates Forum is the most prestigious group of trial lawyers in the United States. Membership is limited to attorneys who have had multi-million dollar jury verdicts. Additionally, he is consistently named as one of the top lawyers in Florida by Super Lawyers®, a publication that recognizes the best lawyers in each state. Mr. Ostrow is an inaugural recipient of the University of Florida's Warrington College of Business Administration Gator 100 award for the fastest growing University of Florida alumni- owned law firm in the world.

When not practicing law, Mr. Ostrow serves on the Board of Governors of Nova Southeastern University's Wayne Huizenga School of Business and is a Member of the Broward County Courthouse Advisory Task Force. He is also the Managing Member of One West LOA LLC, a commercial real estate development company with holdings in downtown Fort Lauderdale. He has previously sat on the boards of a national banking institution and a national healthcare marketing company. Mr. Ostrow is a founding board member for the Jorge Nation Foundation, a 501(c)(3) non-profit organization that partners with the Joe DiMaggio Children's Hospital to send children diagnosed with cancer on all-inclusive Dream Trips to destinations of their choice. Mr. Ostrow resides in Fort Lauderdale, Florida, and has 3 sons, 2 of which currently attend the University of Florida.

DAVID FERGUSON

Partner

Bar Admissions

The Florida Bar

Court Admissions

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

Education

Nova Southeastern University, J.D. - 1993

Nova Southeastern University, B.S. – 1990

Email: ferguson@kolawyers.com

David L. Ferguson is an accomplished trial attorney and chairs the firm's litigation department. He routinely leads high stakes litigation across a wide array of practice areas, including, but not limited to, employment law, complex business litigation, class actions, product liability, catastrophic personal injury, civil rights, and regulatory enforcement actions.

Mr. Ferguson is a Martindale-Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics, a testament to the fact that his peers (lawyers and judges in the community) have ranked him at the highest level of professional excellence. Mr. Ferguson is well regarded as a formidable advocate in court and for providing creative and insightful strategic advice, particularly in emergency and extremely complex situations.

While in law school, Mr. Ferguson served as a Staff Member of the Nova Law Review. He was also a member of the Moot Court Society and the winner of the Moot Court Intramural Competition.

Representation of the Broward Sheriff's Office

Since 2013, Mr. Ferguson has had the privilege of representing the Broward Sheriff's Office ("BSO") in over 150 matters involving many different types of disputes and issues, including: defense of civil rights lawsuits in state and federal court; negotiating collective bargaining agreements with unions; and arbitrations brought by unions or employees subjected to termination or other significant discipline. Mr. Ferguson has had many arbitration final hearings and state and federal jury trials for BSO representing the agency as well as the Sheriff and numerous Deputies individually.

Class/Mass Actions

Mr. Ferguson has experience in class actions against large banks and some of the world's largest companies, including technology companies and oil conglomerates.

Additionally, during his career Mr. Ferguson has defended many large companies in MDL's, and mass and class actions, including medical equipment manufacturers, pharmaceutical companies, an aircraft parts and engine manufacturer and defense contractor, nationwide retailers, and a massive sugar manufacturer.

Mr. Ferguson has a great deal of experience litigating cases involving massive fraud claims, most often for victims, but also for select defendants. Mr. Ferguson's clients have included individual victims who have lost multiple millions of dollars in fraud schemes to large businesses with tremendous damages, including one international lending institution with damages in excess of \$150 million. Additionally, Mr. Ferguson successfully represented several individuals and entities subjected to significant claims by a receiver and the United States Marshals Service in a massive billion-dollar Ponzi scheme involving a notorious Ft. Lauderdale lawyer and his law firm.

Regulatory Agency Enforcement Actions

Mr. Ferguson has extensive experience defending individuals and entities in significant enforcement actions brought by regulatory agencies, including the CFTC, FTC, and SEC.

Employment, Human Resources, and Related Matters

Mr. Ferguson has represented numerous business and individuals in employment and human resource related matters. Mr. Ferguson has represented several Fortune 50 companies, including Pratt & Whitney/UTC, Home Depot, and Office Depot in all phases of employment related matters. Mr. Ferguson has litigated virtually every type of discrimination and employment related claim, including claims based upon race, pregnancy, disability, national origin, religion, age, sexual preference, sexual harassment, worker's compensation, unemployment, FMLA leave, FLSA overtime, unpaid wages, whistleblower, and retaliation.

Mr. Ferguson primarily represents companies, but also represents select individuals who have claims against their present or former employers. In addition to the wide variety of employment claims discussed above, as plaintiff's counsel Mr. Ferguson has also handled federal False Claims Act (Qui Tam) and the Foreign Corrupt Practices Act claims brought by individuals.

Business Disputes

Throughout his legal career, as counsel for plaintiffs and defendants, Mr. Ferguson has handled a myriad of commercial cases involving all types of business disputes, including claims for breach of partnership agreements, breach of shareholder or limited liability company operating agreements; dissolution of corporations and limited liability companies; appointment of receivers; breaches of fiduciary duty; conversion; constructive trust; theft; negligent or intentional misrepresentation or omissions; fraudulent inducement; tortious interference; professional negligence or malpractice; derivative actions, breach of contract, real estate disputes, and construction disputes.

Noncompetition and Trade Secret Litigation

Mr. Ferguson routinely represents companies and individuals in commercial disputes involving unfair and deceptive trade practices, unfair competition and/or tortious interference with contracts or valuable business relationships. Often these cases involve the enforcement of noncompetition agreements and protection of valuable trade secrets. Mr. Ferguson has extensive experience representing businesses seeking to enforce their noncompetition agreements and/or protect trade secrets through suits for injunctive relief and damages and representing subsequent employers and individuals defending against such claims. He has obtained numerous injunctions for his clients and has also successfully defended against them numerous times, including getting injunctions dissolved that were entered against his clients without notice or prior to his representation. Mr. Ferguson has also obtained contempt sanctions and entitlement to punitive damages against individuals and entities who have stolen trade secrets from his clients.



ROBERT C. GILBERT

Partner

Bar Admissions

The Florida Bar
District of Columbia Bar

Court Admissions

Supreme Court of the United States
U.S. Court of Appeals for the 11th Circuit
U.S. District Court, Southern District of Florida
U.S. District Court, Middle District of Florida

Education

University of Miami School of Law, J.D. - 1985
Florida International University, B.S. - 1982

Email: gilbert@kolawyers.com

Robert C. “Bobby” Gilbert has over three decades of experience handling class actions, multidistrict litigation and complex business litigation throughout the United States. He has been appointed lead counsel, co-lead counsel, coordinating counsel or liaison counsel in many federal and state court class actions. Bobby has served as trial counsel in class actions and complex business litigation tried before judges, juries and arbitrators. He has also briefed and argued numerous appeals, including two precedent-setting cases before the Florida Supreme Court.

Bobby was appointed as Plaintiffs’ Coordinating Counsel in *In re Checking Account Overdraft Litig.*, MDL 2036, class action litigation brought against many of the nation’s largest banks that challenged the banks’ internal practice of reordering debit card transactions in a manner designed to maximize the frequency of customer overdrafts. In that role, Bobby managed the large team of lawyers who prosecuted the class actions and served as the plaintiffs’ liaison with the Court regarding management and administration of the multidistrict litigation. He also led or participated in settlement negotiations with the banks that resulted in settlements exceeding \$1.1 billion, including Bank of America (\$410 million), Citizens Financial (\$137.5 million), JPMorgan Chase Bank (\$110 million), PNC Bank (\$90 million), TD Bank (\$62 million), U.S. Bank (\$55 million), Union Bank (\$35 million) and Capital One (\$31.7 million).

Bobby has been appointed to leadership positions in numerous other class actions and multidistrict litigation proceedings. He is currently serving as co-lead counsel in *In re Zantac (Ranitidine) Prods. Liab. Litig.*, 9:20-md-02924-RLR (S.D. Fla.), as well as liaison counsel in *In re Disposable Contact Lens Antitrust Litig.*, MDL 2626 (M.D. Fla.); liaison counsel in *In re 21st Century Oncology Customer Data Security Breach Litig.*, MDL 2737 (M.D. Fla.); and *In re Farm-Raised Salmon and Salmon Products Antitrust Litig.*, No. 19-21551 (S.D. Fla.). He previously served as liaison counsel for indirect purchasers in *In re Terazosin Hydrochloride Antitrust Litig.*, MDL 1317 (S.D. Fla.), an antitrust class action that settled for over \$74 million.

For the past 18 years, Bobby has represented thousands of Florida homeowners in class actions to recover full compensation under the Florida Constitution based on the Florida Department of Agriculture's taking and destruction of the homeowners' private property. As lead counsel, Bobby argued before the Florida Supreme Court to establish the homeowners' right to pursue their claims; served as trial counsel in non-jury liability trials followed by jury trials that established the amount of full compensation owed to the homeowners for their private property; and handled all appellate proceedings. Bobby's tireless efforts on behalf of the homeowners resulted in judgments exceeding \$93 million.

Bobby previously served as an Adjunct Professor at Vanderbilt University Law School, where he co-taught a course on complex litigation in federal courts that focused on multidistrict litigation and class actions. He continues to frequently lecture and make presentations on a variety of topics.

Bobby has served for many years as a trustee of the Greater Miami Jewish Federation and previously served as chairman of the board of the Alexander Muss High School in Israel, and as a trustee of The Miami Foundation.

JONATHAN M. STREISFELD

Partner

Bar Admissions

The Florida Bar

Court Admissions

Supreme Court of the United States

U.S. Court of Appeals for the First, Second, Fourth, Fifth Ninth, and Eleventh Circuits

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Northern District of Illinois

U.S. District Court, Western District of Michigan

U.S. District Court, Western District of New York

U.S. District Court, Western District of Tennessee

Education

Nova Southeastern University, J.D. - 1997

Syracuse University, B.S. - 1994

Email: streisfeld@kolawyers.com



Jonathan M. Streisfeld joined KO as a partner in 2008. Mr. Streisfeld concentrates his practice in the areas of consumer class actions, business litigation, and appeals nationwide. He is a Martindale Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics.

Mr. Streisfeld has vast and successful experience in class action litigation, serving as class counsel in nationwide and statewide consumer class action lawsuits against the nation's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over \$500,000,000 for tens of millions of bank and credit union customers, as well as profound changes in the way banks assess fees. Additionally, he has and continues to serve as lead and class counsel for consumers in many class actions involving false advertising and pricing, defective products, data breach and privacy, automobile defects, airlines, mortgages, and payday lending. Mr. Streisfeld has also litigated class actions against some of the largest health and automobile insurance carriers and oil conglomerates, and defended class and collective actions in other contexts.

Mr. Streisfeld has represented a variety of businesses and individuals in a broad range of business litigation matters, including contract, fraud, breach of fiduciary duty, intellectual property, real estate, shareholder disputes, wage and hour, and deceptive trade practices claims. He also assists business owners and individuals with documenting contractual relationships and resolving disputes. Mr. Streisfeld has also provided legal representation in bid protest proceedings.

Mr. Streisfeld oversees the firm's appellate and litigation support practice, representing clients in the appeal of final and non-final orders, as well as writs of certiorari, mandamus, and prohibition. His appellate practice includes civil and marital and family law matters.

Previously, Mr. Streisfeld served as outside assistant city attorney for the City of Plantation and Village of Wellington in a broad range of litigation matters. As a member of The Florida Bar, Mr. Streisfeld served for many years on the Executive Council of the Appellate Practice Section and is a past Chair of the Section's Communications Committee. Mr. Streisfeld currently serves as a member of the Board of Temple Kol Ami Emanu-El.

KEN GRUNFELD

Partner

Bar Admissions

The Pennsylvania Bar

The New Jersey Bar

Court Admissions

U.S. Court of Appeals for the Third, Fourth, Fifth, Ninth, Tenth and Eleventh Circuits

U.S. District Ct, Eastern District of Pennsylvania

U.S. District Ct, Middle District of Pennsylvania

U.S. District Ct, Western District of Pennsylvania

U.S. District Ct, District of New Jersey

U.S. District Ct, Eastern District of Michigan

U.S. District Ct, Western District of Wisconsin

Education

Villanova University School of Law, J.D., 1999

University of Michigan, 1996

Email: grunfeld@kolawyers.com



Ken Grunfeld is one of the newest KO partners, having just started working at the firm in 2023. Having worked at one of Philadelphia's largest and most prestigious defense firms for nearly a decade defending pharmaceutical manufacturers, national railroads, asbestos companies and corporate clients in consumer protection, products liability, insurance coverage and other complex commercial disputes while working, Mr. Grunfeld "switched sides" about 15 years ago.

Since then, he has become one of the city's most prolific and well-known Philadelphia class action lawyers. His cases have resulted in the recovery of hundreds of millions of dollars for injured individuals.

Mr. Grunfeld brings with him a wealth of pre-trial, trial, and appellate work experience in both state and federal courts. He has successfully taken many cases to verdict. Currently, he serves as lead counsel in a number of nationwide class actions. Whether by settlement or judgment, Mr. Grunfeld makes sure the offending companies' wrongful practices have been addressed. He believes the most important part of bringing a wrongdoer to justice is to ensure that it never happens again; class actions can be a true instrument for change if done well.

Mr. Grunfeld has been named a Super Lawyer numerous times throughout his career. He has been a member of the Philadelphia, Pennsylvania, and American Bar Associations, as well as a member of the American Association for Justice (AAJ). He was a Finalist for AAJ's prestigious Trial Lawyer of the Year Award in 2012 and currently serves as AAJ's Vice Chair of the Class Action Law Group. To his strong view that attorneys should act ethically, he volunteers his time as a Hearing Committee Member for the Disciplinary Board of the Supreme Court of Pennsylvania.

Mr. Grunfeld received his undergraduate degree from the University of Michigan. He is an active member of the Michigan Alumni Association, Philadelphia chapter and serves as a Michigan Alumni Student recruiter for local high schools. He received his Juris Doctor from the Villanova University School of Law. He was a member of the Villanova Law Review and graduated Order of the Coif.

Ken is a life-long Philadelphian. He makes his home in Bala Cynwyd, Pennsylvania, where he resides with his wife, Jennifer, and his year-old twins.

KRISTEN LAKE CARDOSO

Partner



Bar Admissions

The Florida Bar
The State Bar of California

Court Admissions

U.S. District Court, Southern District of Florida
U.S. District Court, Middle District of Florida
U.S. District Court, Central District of California
U.S. District Court, Eastern District of California
U.S. District Court, Northern District of Illinois
U.S. District Court, Eastern District of Michigan

Education

Nova Southeastern University, J.D., 2007
University of Florida, B.A., 2004

Email: cardoso@kolawyers.com

Kristen Lake Cardoso is a litigation attorney focusing on consumer class actions and complex commercial litigation. She has gained valuable experience representing individuals and businesses in state and federal courts at both the trial and appellate levels in a variety of litigation matters, including contractual claims, violations of consumer protection statutes, fraud, breach of fiduciary duty, negligence, professional liability, real estate claims, enforcement of non-compete agreements, trade secret infringement, shareholder disputes, deceptive trade practices, and other business torts.

Currently, Ms. Cardoso serves as counsel in nationwide and statewide class action lawsuits concerning violations of state consumer protection statutes, false advertising, defective products, data breaches, and breaches of contract. Ms. Cardoso is actively litigating cases against major U.S. airlines for their failure to refund fares following flight cancellations and schedule changes, as well as cases against manufacturers for their sale and misleading marketing of products, including defective cosmetics and nutritional supplements. Ms. Cardoso also represented students seeking reimbursements of tuition, room and board, and other fees paid to their colleges and universities for in-person education, housing, meals, and other services not provided when campuses closed during the COVID-19 pandemic. Additionally, Ms. Cardoso has represented consumers seeking recovery of gambling losses from tech companies that profit from illegal gambling games offered, sold, and distributed on their platforms.

Ms. Cardoso is admitted to practice law throughout the states of Florida and California, as well as in the United States District Courts for the Southern District of Florida, Middle District of Florida, Central District of California, Eastern District of California Northern District of Illinois, and Eastern District of Michigan.

Ms. Cardoso attended the University of Florida, where she received her Bachelor's degree in Political Science, cum laude, and was inducted as a member of Phi Beta Kappa honor society. She received her law degree from Nova Southeastern University, magna cum laude. While in law school, Ms. Cardoso served as an Articles Editor for the Nova Law Review, was on the Dean's List, and was the recipient of a scholarship granted by the Broward County Hispanic Bar Association for her academic achievements. When not practicing law, Ms. Cardoso serves as a volunteer at Saint David Catholic School, including as a member of the school Advisory Board and an executive member of the Faculty Student Association. She has also served on various committees with the Junior League of Greater Fort Lauderdale geared towards improving the local community through leadership and volunteering.

STEVEN SUKERT

Partner

Bar Admissions

The Florida Bar
The New York Bar

Court Admissions

United States District Court, Southern District of Florida
United States District Court, Middle District of Florida
United States District Court, Southern District of New York
United States District Court, Eastern District of New York
United States District Court, Northern District of Illinois
United States District Court, Central District of Illinois

Education

Georgetown University Law Center, J.D., 2018
Northwestern University, B.S., 2010

Email: sukert@kolawyers.com



Steven Sukert has experience in all aspects of complex litigation in federal and state court, including drafting successful dispositive motions and appeals, handling discovery, and arguing court hearings. Steven focuses his practice at KO on complex class actions and multi-district litigations in courts around the country, including in data privacy, bank overdraft fee, and other consumer protection cases.

Before joining KO, Steven gained experience at Gunster, Yoakley & Stewart, P.A. in Miami in high-stakes commercial cases often involving trade secret and intellectual property claims, consumer contract claims, and legal malpractice claims, as well as in international arbitrations. Steven co-authored an amicus brief in the Florida Supreme Court case *Airbnb, Inc. v. Doe* (Case No. SC20-1167), and helped organize the American Bar Association's inaugural International Arbitration Masterclass, in 2021.

Steven was born and raised in Miami. He returned to his home city after law school to clerk for the Honorable James Lawrence King in the U.S. District Court for the Southern District of Florida.

In 2018, Steven earned his J.D. from Georgetown University Law Center. While living in the nation's capital, he worked at the U.S. Department of Labor, Office of the Solicitor, where he won the Gary S. Tell ERISA Litigation Award; the Civil Fraud Section of the U.S. Department of Justice, where he worked on large Medicare fraud cases and pioneered the use of the False Claims Act in the context of pharmaceutical manufacturers who engaged in price fixing; and the Lawyers' Committee for Civil Rights Under Law, where his proposal for writing an amicus brief in the *Janus v. AFSCME* U.S. Supreme Court case was adopted by the organization's board of directors.

Steven has a degree in Molecular Biology from Northwestern University. Prior to his legal career, he worked as a biomedical laboratory researcher at the Diabetes Research Institute in Miami.

CAROLINE HERTER

Associate



Bar Admissions

The Florida Bar

Court Admissions

U.S. District Court, Middle District of Florida

U.S. District Court, Southern District of Florida

U.S. Bankruptcy Court, Southern District of Florida

Education

University of Miami School of Law, J.D. - 2020

University of Miami, B.S. – 2016

Email: Herter@kolawyers.com

Caroline Herter is a litigation attorney at the firm's Fort Lauderdale office. Caroline focuses her practice on consumer class actions, mass torts, and white-collar commercial litigation in state and federal courts nationwide. She has gained valuable experience representing individuals and businesses to hold wrongdoers accountable through claims involving personal injury, wrongful death, consumer fraud, products liability, breach of fiduciary duty, civil theft/conversion, corporate veil-piercing, fraudulent transfer, tortious interference, False Claims Act violations, and the like.

Before joining KO, Caroline worked at a boutique law firm in Miami where she represented plaintiffs in matters involving creditor's rights, insolvency, and asset recovery. She now applies this experience throughout her practice at KO, often combining equitable remedies with legal claims to ensure the best chance of recovery for her clients.

Notable cases that Caroline has been involved in include *In Re: Champlain Towers South Collapse Litigation*, where she was a member of the team serving as lead counsel for the families of the 98 individuals who lost their lives in the tragic condominium collapse. The case resulted in over \$1 billion recovered for class members, the second-largest settlement in Florida history. She also co-authored a successful petition for certiorari to the United States Supreme Court in *Olhausen v. Arriva Medical, LLC et al.*, a False Claims Act case involving the standard for determining a defendant's scienter, which led the high Court to reverse the Eleventh Circuit Court of Appeal's earlier ruling against her client.

Caroline earned her law degree from the University of Miami School of Law, summa cum laude, where she received awards for the highest grade in multiple courses. During law school Caroline was an editor of the University of Miami Law Review and a member of the Moot Court Board.

Outside of her law practice, Caroline serves on the Board of Directors of the non-profit organization Americans for Immigrant Justice.

EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

Mathis v. Planet Home Lending, LLC (In re: Planet Home Lending, LLC Data Breach)	Case No. 3:24-cv-127 (KAD)
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PRELIMINARY APPROVAL ORDER

WHEREAS, this Action¹ is a putative class action before this Court;

WHEREAS, Plaintiffs, individually, and on behalf of the proposed Settlement Class, and Planet Home Lending, LLC, have entered into the Settlement Agreement, which is subject to review and approval by the Court under Federal Rule of Civil Procedure 23, 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 PHL 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) appoint Plaintiffs as Class Representatives; (3) appoint counsel listed in paragraph 17 of the Settlement as Class Counsel; (4) preliminarily approve the Settlement; (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 PHL and the Released Parties arising out of, relating to, or in connection with the

¹ The capitalized terms used herein are defined and have the same meaning as used in the Settlement Agreement unless otherwise stated.

Released Claims prior to the Court's decision to grant Final Approval of the Settlement; and (11) set a date for the Final Approval Hearing; and

WHEREAS, the Court having reviewed the Motion along with the Settlement and its exhibits and finding 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 Federal Rules of Civil Procedure Rules 23(a), 23(b)(2) and 23(b)(3), and for purposes of settlement only, the Action is hereby preliminarily certified as a class action on behalf of the following Settlement Class:

All living individuals in the United States who were sent a notice by PHL that their Private Information may have been impacted in the Data Incident. Excluded from the Settlement Class are (a) all persons who are employees, directors, officers, and agents of PHL; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

2. **Settlement Fund:** The Settlement provides for a non-reversionary \$2,425,000.00 common cash Settlement Fund for the benefit of the Settlement Class that PHL shall cause to be paid under the Settlement. The Settlement Fund will be used to pay all Settlement Class Member Benefits; Settlement Administration Costs; any Court-approved attorneys' fees and costs to Class Counsel; and any Court-approved Service Awards to Plaintiffs for serving as Class Representatives. The Settlement Fund will be created and funded subject to the terms of the Settlement.

3. Pursuant to Fed. R. Civ. P. 23(e), the terms of the Settlement (and the Settlement provided for therein) are preliminarily approved and likely to be approved at the Final Approval Hearing because:

(A) the class representatives and class counsel have adequately represented the Settlement Class;

- (B) the proposal was negotiated at arm's length;
- (C) the relief provided for the class is adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - (iii) the terms of any proposed award of attorneys' fees, including timing of payment; and
 - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

4. **Settlement Class Findings:** The Court finds, for purposes of settlement only, and without any adjudication on the merits, that the prerequisites for certifying the Action as a class action under Federal Rules of Civil Procedure 23(a), 23(b)(2) and 23(b)(3) have been satisfied, and that the Court will likely certify at the Final Approval stage a Settlement Class.

5. As to Rule 23(a), the Court finds that: (a) the number of Settlement Class members is so numerous that joinder is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the proposed Class Representatives are typical of the claims of the Settlement Class; and (d) the proposed Class Representatives and Class Counsel have and will fairly and adequately represent the interests of the Settlement Class.

6. As to Rule 23(b)(2), the Court finds that the conduct at issue is generally applicable to the class such that injunctive relief is appropriate respecting the class as a whole.

7. As to Rule 23(b)(3), the Court finds that questions of law and fact common to the Settlement Class predominate over any questions affecting individual members. Also, a class action is superior to other available methods for fairly and efficiently adjudicating the Action taking into consideration: (i) the lack of evidence of any intent among the Settlement Class members to individually control the prosecution of separate actions; (ii) the Parties are not aware of any litigation concerning the controversy already begun by Settlement Class members other

than the proposed Class Representatives; (iii) the small value of the claims of many of the individual Settlement Class members making the pursuit of individual actions cost prohibitive for most Settlement Class members; and (iv) the similarity of the Settlement Class members' claims involving substantially identical proofs. *See* Fed. R. Civ. P. 23(b)(3).

8. **Appointment of Class Representatives and Class Counsel:** The Court hereby finds and concludes pursuant to Fed. R. Civ. P. 23(a)(4), and for purposes of settlement only, that Plaintiffs are adequate class representatives and appoints them as Class Representatives for the Settlement Class.

9. In appointing class counsel, Federal Rule of Civil Procedure 23(g) requires the Court to consider (1) the work counsel have done in identifying or investigating potential claims in the action, (2) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action, (3) counsel's knowledge of applicable law, and (4) the resources counsel will commit to representing the class. Fed. R. Civ. P. 23(g)(1)(A). The Court may also consider any other matter pertinent to counsel's ability to represent the class. Fed. R. Civ. P. 23(g)(1)(B). The Court finds that proposed Class Counsel and their law firms have expended a reasonable amount of time, effort, and expense investigating the Data Incident. It is clear from their track records of success, as outlined in their resumes, that Class Counsel are highly skilled and knowledgeable concerning class action practice. For purposes of the Settlement only, and pursuant to Federal Rule of Civil Procedure 23(g)(1), the Court appoints the following as Class Counsel to act on behalf of the Settlement Class and the Class Representatives with respect to the Settlement: Jeff Ostrow of Kopelowitz Ostrow P.A., Gary Mason of Mason LLP, Mason Barney of Siri & Glimstad LLP, Mariya Weekes of Milberg Coleman Byrson Phillips Grossman PLLC, Raina Borrelli of Turke & Strauss LLP, and Daniel Srourian of Srourian Law Firm, P.C.

10. **Preliminary Approval of the Settlement:** The Court hereby preliminarily approves the Settlement, as embodied in the 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 Approval Hearing to be conducted as described below. The Court finds the Settlement meets the considerations set forth in Rule 23(e)(2).

11. **Settlement Administrator:** Class Counsel are authorized to use Epiq as the Settlement Administrator to supervise and administer the Notice Program, as well as to administer the Settlement should the Court grant Final Approval.

12. **Approval of Notice Program and Notices:** The Court approves, as to form and content, the Notice Program, including the Email Notice, Postcard Notice, and Long Form Notice, substantially in the forms attached as Exhibits to the 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 Approval 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 Federal Rule of Civil Procedure 23, due process, the rules of this Court, and all other applicable law and rules. The date and time of the Final Approval Hearing shall be posted on the Settlement Website and included in the Email Notice, Postcard Notice, and Long Form Notice, respectively, before they are emailed, mailed, or published.

13. **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 alternative Settlement Class Member Benefits. Should the Court grant Final Approval of 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.

14. **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 PHL'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.

15. **Opt-Outs from the Settlement Class:** The Notice shall provide that any member of the Settlement Class who wishes to opt out from the Settlement Class must request exclusion in writing within the time and manner set forth in the Notice. The Notices shall provide that opt-out requests must be sent to the Settlement Administrator and be postmarked no later than 30 days before the original date set for the Final Approval Hearing (the last day of the Opt-Out Period). The opt-out request must be personally signed by the Settlement Class member and contain the name, postal address, email address (if any), telephone number, a brief statement identifying membership in the Settlement Class, and a statement that indicates a request to be excluded from the Settlement Class. If submitted by mail, an opt-out request shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an opt-out request shall be deemed to have been submitted on the shipping date reflected on the shipping label.

16. Any Settlement Class member who timely and validly opts-out from the Settlement Class shall, provided the Court grants Final Approval: (a) be excluded from the Settlement Class by Order of the Court; (b) not be a Settlement Class Member; (c) not be bound by the terms of the Settlement; and (d) have no right to the Settlement Class Member Benefits. Any Settlement Class member who does not timely and validly request to opt-out shall be bound by the terms of this Settlement.

17. **Objections to the Settlement:** The Notice shall also provide that any Settlement Class Member who does not opt-out from the Settlement Class may object to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards. Objections must be filed with the Clerk of the Court and mailed to the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted on behalf of a Settlement Class Member no later than 30 days before the original date set for the Final Approval Hearing (the last day of the Objection Period). When submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

18. For an objection to be considered by the Court, the objection must also set forth:
- a. the objector's full name, address, email address (if any), and telephone number;
 - b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
 - c. the number of times the objector has objected to a class action settlement

within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling on the objector's prior objections that were issued by the trial and appellate courts in each listed case;

d. 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 or Application for Approval of Attorneys' Fees, Costs and Service Awards;

e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling on counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;

f. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;

g. the identity of all counsel (if any) representing the objector, whether they will appear at the Final Approval Hearing;

h. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;

i. a statement confirming whether the objector intends to personally appear

and/or testify at the Final Approval Hearing; and

j. the objector's signature (an attorney's signature is not sufficient).

19. Class Counsel and/or PHL's counsel may conduct limited discovery on any objector consistent with the Federal Rules of Civil Procedure, and respond in writing to the objections prior to the Final Approval Hearing.

20. Any Settlement Class Member who does not make an objection in the manner provided herein shall be deemed to have waived the right to object to any aspect of the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards and, if Final Judgment is entered, shall forever be barred and foreclosed from raising such objections in this or any other proceeding and from challenging or opposing, or seeking to reverse, vacate, or modify, the Final Judgment or any aspect thereof.

21. **Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards:** Class Counsel intends to seek an award of up to 33.33% of the Settlement Fund as attorneys' fees, as well as reimbursement of reasonable litigation costs, and Service Awards for the Class Representatives of \$2,000.00 each to be paid from the Settlement Fund. These amounts appear reasonable, but the Court will defer ruling on those awards until the Final Approval Hearing when considering Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

22. Class Counsel shall file their Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards no later than 45 days before the original date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Class Counsel's request for attorneys' fees and costs and Service Awards for the Class Representatives. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to the Application

for Attorneys' Fees, Costs, and Service Awards, provided the objector(s) submitted timely objections that meet all of the requirements listed in the Settlement and in this order.

23. **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 PHL, all of whom shall be restored to their respective positions in the Action as provided in the Agreement.

24. **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.

25. Upon the entry of this order, with the exception of Class Counsel's, PHL's Counsel's, PHL's, and 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 PHL 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.

26. **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.

27. **Final Approval Hearing:** The Court will hold a Final Approval Hearing on _____, 2024 at _____ am/pm. The Final Approval Hearing will be conducted for the following purposes: (a) to determine whether the proposed Settlement, on the terms and conditions provided

for in the Settlement, is fair, reasonable, and adequate, and should be approved by the Court; (b) to determine whether an order of Final Judgment should be entered dismissing the Action on the merits and with prejudice; (c) to determine whether the proposed plan of allocation and distribution of the Settlement Fund is fair and reasonable and should be approved; (d) to determine whether any requested award of attorneys' fees and costs to Class Counsel and Service Awards to the Class Representatives should be approved; and (e) to consider any other matters that may properly be brought before the Court in connection with the Settlement. The Court may elect to hold the Final Approval Hearing virtually by Zoom or some other application, and if it does, the instructions on how to attend shall be posted by the Settlement Administrator on the Settlement Website.

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

Event	Date
Notice Program Begins	45 days after Preliminary Approval
Notice Program Complete	60 days before original Final Approval Hearing
Deadline to File Motion for Final Approval, and Application for Attorneys' Fees , Costs, and Service Award	45 days before original Final Approval Hearing date
Opt-Out Deadline	30 days before original Final Approval Hearing
Objection Deadline	30 days before original Final Approval Hearing
Deadline to Respond to Objections	15 days before original Final Approval Hearing
Deadline to Submit Claim Forms	90 days from date Notice Program begins
Final Approval Hearing	_____, 2024 at ____ am/pm

SO ORDERED this _____ day of _____, 2024.

HONORABLE KARI A. DOOLEY
UNITED STATES DISTRICT JUDGE