

Clarkson Law Firm, P.C. | 22525 Pacific Coast Highway, Malibu, CA 90265 | P: (213) 788-4070 | F: (213) 788-4050 | clarksonlawfirm.com

1 **CLARKSON LAW FIRM, P.C.**
2 Ryan J. Clarkson (SBN 257074)
3 *rclarkson@clarksonlawfirm.com*
4 Yana Hart (SBN 306499)
5 *yhart@clarksonlawfirm.com*
6 Bryan P. Thompson (SBN 354683)
7 *bthompson@clarksonlawfirm.com*
8 22525 Pacific Coast Highway
9 Malibu, CA 90265
10 Tel: (213) 788-4050

11 **COTCHETT, PITRE & McCARTHY, LLP**
12 Thomas E. Loeser (SBN: 202724)
13 *tloeser@cpmlegal.com*
14 840 Malcolm Road
15 Burlingame, CA 94010
16 Tel: (206) 802-1272
17 Fax: (650) 697-0577

18 *Interim Co-Lead Counsel*
19 *for Plaintiffs and the Proposed Class*

20 **UNITED STATES DISTRICT COURT**
21 **CENTRAL DISTRICT OF CALIFORNIA**

22 IN RE: STIIZY INC., DATA
23 BREACH SECURITY LITIGATION

Master File No.: 2:25-cv-00490-GW-SSC

24 This Document Relates To:
25 *All cases*

26 **PLAINTIFFS' NOTICE OF**
27 **UNOPPOSED MOTION FOR**
28 **PRELIMINARY APPROVAL OF**
CLASS ACTION SETTLEMENT

Hearing Information
Date: May 11, 2026
Time: 8:30 a.m.
Location: Courtroom 9D, 9th Floor
Hon. George H. Wu

Complaint Filed: January 17, 2025
FAC Filed: July 3, 2025
Trial Date: None Set

1 **TO THE CLERK OF THE COURT AND ALL PARTIES AND THEIR**
2 **ATTORNEYS OF RECORD:**

3 **PLEASE TAKE NOTICE** that on May 11, 2026, at 8:30 a.m., or as soon thereafter
4 as the parties may be heard by the Honorable George H. Wu, Courtroom 9D, located
5 350 W. 1st Street, Los Angeles, California 90012 at the United States Courthouse,
6 Plaintiffs G.E., Donald Hatch, Bradley Anderson, Daniel Martinez, Lorenzo
7 Montoya, and Elizabeth Orozco-Preza (“Plaintiffs”) will, and hereby do move the
8 Court for an Order in accordance with Federal Rule of Civil Procedure 23:

9 (1) granting preliminary approval of the concurrently filed proposed Class
10 Action Settlement Agreement and Release (“**Settlement**”) and finding it sufficiently
11 fair, reasonable, adequate, and in the best interests of the Settlement Class;

12 (2) finding that, for purposes of effectuating the proposed Settlement, the
13 prerequisites for class certification under Federal Rule of Civil Procedure 23(a) are
14 likely to be found satisfied;

15 (3) appointing Plaintiffs, G.E., Donald Hatch, Bradley Anderson, Daniel
16 Martinez, Lorenzo Montoya, and Elizabeth Orozco-Preza as Class Representatives
17 for the Settlement Class;

18 (4) appointing, as Settlement Class Counsel, Ryan J. Clarkson, Yana Hart and
19 Bryan P. Thompson of Clarkson Law Firm, P.C., and Thomas E. Loeser of Cotchett,
20 Pitre & McCarthy, LLP (collectively, “**Class Counsel**”);

21 (5) appointing Eisner Advisory Group, LLC (“**EAG**”) as Settlement
22 Administrator;

23 (6) approving the Parties’ proposed Notice Plan and form and content of the
24 Notices and Claim Form, as well as Objection procedures;

25 (7) directing commencement of Notice;

26 (8) setting deadlines for any objections to, and/or requests for exclusion from,
27 the proposed Settlement;

(9) further staying the Action or otherwise adjourning litigation deadlines pending decision on Final Approval of the Settlement;

(10) staying and/or enjoining, pending decision on final approval of the Settlement, any actions brought by Settlement Class Members concerning a Released Claim; and

(11) scheduling a Final Approval Hearing to consider entry of a Final Approval Order approving the Settlement, final certification of the Settlement Class for settlement purposes only, and the request for attorneys’ fees, reimbursement of litigation costs, and Service Payments to the Class Representatives.

EVENT	DATE
Last day for Defendant to provide Class Member Information to the Claims Administrator	Within 5 calendar days after the issuance of the Preliminary Approval Order
Settlement Funding (deadline to fund non-reversionary cash settlement)	Within 30 calendar days of the issuance of the Preliminary Approval Order
Notice Date (the date the Claims Administrator must commence Class Notice)	Within 30 calendar days after the issuance of the Preliminary Approval Order
Motions for Attorneys’ Fees, Reimbursement of Expenses, and Service Payments to be filed by Plaintiffs’ Counsel	14 calendar days prior to the Objection / Exclusion Deadline
Objection Deadline (filing deadline for Objections)	60 calendar days after the Notice Date
Exclusion Deadline (deadline to submit Opt-Outs)	60 calendar days after the Notice Date
Claims Deadline (submission deadline for Claims)	75 calendar days after the Notice Date
Motion for Final Approval	14 calendar days prior to Final Approval Hearing
Final Approval Hearing	Any date that is at least 135 days after the issuance of the Preliminary Approval Order

1 Plaintiffs also respectfully request that the Court impose the following schedule
2 with respect to the Settlement:

3 Plaintiffs' counsel conferred with Defendant's counsel pursuant to Local Rule
4 7-3. Defendant does not oppose this motion.

5
6 Respectfully submitted,

7
8 Dated: April 9, 2026

CLARKSON LAW FIRM, P.C.

9 By: /s/ Yana Hart

10 Yana Hart, Esq.
11 22525 Pacific Coast Highway
12 Malibu, CA 90265
13 Tel: (213) 788-4050
14 Fax: (213) 788-4070
15 Email: yhart@clarksonlawfirm.com

16 Dated: April 9, 2026

COTCHETT PITRE & MCCARTHY, LLP

17 By: /s/ Thomas E. Loeser

18 Thomas E. Loeser
19 840 Malcolm Road
20 Burlingame, CA 94010
21 Tel: (206) 802-1272
22 Fax: (650) 697-0577
23 Email: tloeser@cpmlegal.com

Interim Co-Lead Counsel for Plaintiff

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Dated: April 9, 2026

**BIRD, MARELLA, RHOW,
LINCENBERG, DROOKS & NESSIM,
LLP**

By: /s/ Gregory T. Nolan

Gregory T. Nolan
1875 Century Park East, 23rd Floor, Los
Angeles, California 90067
Tel: (310)201-2100
Email: GNolan@birdmarella.com

Counsel for Defendant

SIGNATURE ATTESTATION

Pursuant to Local Rule 5-4.3.4(a)(2)(i), I hereby certify that all signatories concur with the content of this document and that I obtained authorization from them to affix their electronic signatures to this document.

Dated: April 9, 2026

/s/ Yana Hart

Yana Hart

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17 *All cases*

**PLAINTIFFS' MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT OF UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
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TABLE OF AUTHORITIES

CASES

Abdullah v. U.S. Sec. Assocs., Inc.,
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Amchem Prods., Inc. v. Windsor,
521 U.S. 591 (1997)..... 19, 21

Arp v. Hohla & Wyss Enters., LLC,
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Briseno v. ConAgra Foods, Inc.,
844 F.3d 1121 (9th Cir. 2017)..... 17

Churchill Vill., LLC v. Gen. Elec.,
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Evans v. Linden Rsch., Inc.,
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Hanlon v. Chrysler Corp.,
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Hashemi v. Bosley, Inc.,
No. CV 21-946 PSG, 2022 WL 2155117 (C.D. Cal. Feb. 22, 2022) 13, 20

In re Anthem, Inc. Data Breach Litig.,
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In re Bluetooth Headset Prods. Liab. Litig.,
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In re Emulex Corp. Sec. Litig.,
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In re LinkedIn User Priv. Litig.,
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1 *In re Mego Fin. Corp. Sec. Litig.*,
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 3 *In re Online DVD-Rental Antitrust Litig.*,
 4 779 F.3d 934 (9th Cir. 2015)..... 12
 5 *In re Volkswagen “Clean Diesel” Mktg., Sales Practices, & Prod. Liab. Litig.*,
 6 895 F.3d 597 (9th Cir. 2018)..... 20
 7 *Just Film, Inc. v. Buono*,
 8 847 F.3d 1108 (9th Cir. 2017)..... 22
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 10 No. 16-503-PSG-JEMx, 2018 WL 11358228 (C.D. Cal. Apr. 2, 2018)..... 14
 11 *Linney v. Cellular Alaska P’ship*,
 12 151 F.3d 1234 (9th Cir. 1998)..... 12
 13 *Mergens v. Sloan Valve Co.*,
 14 No. CV 16-05255 SJO, 2017 WL 9486153 (C.D. Cal. Sept. 18, 2017)..... 20
 15 *One Unnamed Deputy Dist. Attorney v. Cty. of Los Angeles*,
 16 2011 WL 13128375 (C.D. Cal. 2011)..... 22
 17 *Peterson v. Alaska Commc’ns Sys. Grp., Inc.*,
 18 No. 3:12-CV-00090-TMB, 2015 WL 13376562 (D. Alaska Feb. 4, 2015) 10
 19 *Phillips Co. v. Shutts*,
 20 472 U.S. 797 (1985)..... 22
 21 *Rael v. Children’s Place, Inc.*,
 22 No. 16-CV-370-GPC-LL, 2021 WL 1226475 (S.D. Cal. Mar. 31, 2021)..... 18
 23 *Sandoval v. Roadlink USA Pac., Inc.*,
 24 No. EDCV 10-00973, 2011 WL 5443777 (C.D. Cal. Oct. 9, 2011)..... 19
 25 *Schaffer v. Litton Loan Servicing, LP*,
 26 No. CV 05-07673 MMM, 2012 WL 10274679 (C.D. Cal. 2012)..... 13
 27
 28

1 *Thomas v. Baca*,

2 231 F.R.D. 397 (C.D. Cal. 2005) 20

3 *Wal-Mart Stores, Inc. v. Dukes*,

4 564 U.S. 338 (2011)..... 19, 21

5 **Other Authorities**

6 Alba Conte & Herbert B. Newberg, *Newberg on Class Actions* § 11:53 (4th ed.

7 2002)..... 17

8 *Manual for Complex Litigation (Fourth)* § 13.12..... 15

9 **Rules**

10 Fed. R. Civ. P. 23 19

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I. INTRODUCTION

Plaintiffs G.E., Donald Hatch, Bradley Anderson, Daniel Martinez, Lorenzo Montoya, and Elizabeth Orozco-Preza have reached a nationwide settlement with Defendant Stiiizy, Inc. that provides meaningful monetary and injunctive relief to individuals impacted by a cybersecurity incident that compromised sensitive personal and health information of certain Stiiizy customers. If approved, the settlement will establish a non-reversionary cash settlement fund of \$2,950,000 for payment of (a) out-of-pocket documented losses for up to \$7,500; (b) *pro rata* payments; (c) two-year credit monitoring and insurance services; (d) payment of settlement administration and notice costs; (e) Service Award of up to \$2,500 for each Representative Plaintiff; (e) attorneys’ fees not to exceed 25% of the Settlement Fund; and (f) reimbursement of reasonable litigation costs and expenses. In addition, the settlement includes meaningful equitable relief to protect class members (and customers) in the future. For at least three years following execution, Stiiizy will implement and maintain enhanced data security measures. These commitments build upon significant improvements Stiiizy has already made to its data security infrastructure and practices since the data breach. The settlement fund will also cover Administration Costs, any Service Awards to Class Representatives, and any Attorneys’ Fees, Costs, and Expenses Award approved by the Court.

The proposed settlement follows consolidation of related actions, appointment of interim leadership, informal discovery, a full-day mediation before Jill R. Sperber, Esq. of Judicate West, and six months of informed, arms-length negotiations between the Parties. Through this process, Stiiizy provided documents and other detailed information regarding the circumstances and scope of the Data Security Incident, its anticipated defenses, post-breach remedial efforts, and audited financial statements confirming its limited financial capacity. The settlement was reached prior to Plaintiffs bearing the risks and expenses associated with class certification or summary

1 judgment, and in a manner that instead preserves and redirects limited resources to the
2 Settlement Class. The settlement also avoids the numerous uncertainties associated
3 with trial. Considering the risks of protracted litigation, the settlement presents a fair
4 and reasonable recovery that delivers tangible immediate benefits to all Settlement
5 Class Members on par with similar settlements and otherwise satisfies all requirements
6 for preliminary approval.

7 Proposed Class Representatives therefore request that the Court (1) grant
8 preliminary approval of the Settlement, (2) certify the Settlement Class, (3) appoint
9 Plaintiffs G.E., Donald Hatch, Bradley Anderson, Daniel Martinez, Lorenzo Montoya,
10 and Elizabeth Orozco-Preza as Class Representatives, (4) appoint Ryan J. Clarkson,
11 Yana Hart and Bryan P. Thompson of Clarkson Law Firm, PC, and Thomas E. Loeser
12 of Cotchett, Pitre & McCarthy, LLP as Class Counsel, (5) approve the form and
13 substance of the notice program; and (6) appoint Eisner Advisory Group, LLC
14 (“EAG”) as Claims Administrator, and ordering it to conduct the notice program.

15 **II. BACKGROUND¹**

16 **A. The Data Security Incident**

17 Defendant is a cannabis retailer with locations through California and the United
18 States. As part of its business operations, it scans and retains drivers’ licenses,
19 identification cards, medical cannabis cards, as well as other information, and keeps it
20 in its computer systems. This class action arises from the Data Security Incident, in
21 which Plaintiffs’ and Settlement Class Members’ personal information was stolen by
22 cybercriminals from Stiiizy’s computer systems, including their “name, address, date
23 of birth, age, drivers’ license number, passport number, photograph, the signatures
24 appearing on a government ID card, medical cannabis cards, transaction histories, and
25 other personal information.” (collectively, “Private Information”). Consolidated Class

26 _____
27 ¹ The Settlement Agreement (“SA”) is filed concurrently with this Motion. Unless
28 otherwise indicated, all capitalized terms shall have the same meaning assigned to
them in the Settlement Agreement. (SA, Sec. 1, Definitions).

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1 Action Complaint, ECF 34, ¶ 129. Following the discovery of the Data Security
2 Incident, Stiiizy identified approximately 387,555 individuals, including 232,578
3 California Residents (as defined below), whose Private Information was impacted.
4 Stiiizy made an announcement of the Data Security Incident on January 7, 2025, but
5 did not provide direct notice to all those who were affected. *Id.*, ¶¶ 10, 128.

6 **B. Procedural History**

7 On January 17, 2025, Plaintiff, G.E., proceeding under a pseudonym, filed *G.E.*
8 *v. STIIIZY, Inc.* (Case No. 2:25-cv-00490). Two substantially similar additional cases
9 *Donald Hatch v. STIIIZY, Inc.*, Case No. 2:25-cv-00554-HDV-E (C.D. Cal.) and *Ryan*
10 *Wenzel v. STIIIZY, Inc.*, Case No. 2:25-cv-00510-MRA-SK (C.D. Cal.) were filed on
11 January 21, 2025, and January 22, 2025, respectively. On April 14, 2025, the court
12 consolidated *Ryan Wenzel v. STIIIZY, Inc.* and *Donald Hatch v. STIIIZY, Inc.* into *G.E.*
13 *v. STIIIZY, Inc.* (the “*G.E.* case”). It also appointed Yana Hart of Clarkson Law Firm,
14 P.C., and Thomas E. Loeser of Cotchett, Pitre & McCarthy, LLP, as Interim Co-Lead
15 Counsel. (ECF No. 28). On May 20, 2025, Defendant removed the related case of
16 *Anderson v. Stiiizy, Inc.* (Case No. 2:25-cv-04515, previously 25STCV01219) from the
17 Superior Court of Los Angeles to the U.S. District Court for the Central District of
18 California (the “*Anderson* case”). (*Anderson* ECF 1). Prior to removal, four additional
19 related cases filed in Los Angeles Superior Court had been consolidated into the
20 *Anderson* case.

21 Simultaneously with removal of *Anderson* case, Defendant filed a Notice of
22 Related Cases, asserting a substantial overlap between *Anderson* and *G.E.*, and
23 requesting that *Anderson* be reassigned to this Court. (*Anderson* ECF 4).

24 After *Anderson* was removed to federal court, the attorneys in *Anderson* agreed
25 to work with Interim Co-Lead Counsel, and *Anderson* was stayed.

1 On July 3, 2025, the Plaintiffs filed their Consolidated Class Action Complaint
2 alleging violations of California Unfair Competition Law, Bus. & Prof. Code 17200 *et*
3 *seq.*; California Consumer Privacy Act, Cal. Civ. Code 1798.100 *et seq.*; California
4 Consumer Legal Remedies Act, Cal. Civ. Code 1750 *et seq.*; California Customer
5 Records Act, Cal. Civ. Code 1798.80 *et seq.*; California Confidentiality of Medical
6 Information Act, Cal. Civ. Code 56 *et seq.*; along with nationwide common law claims
7 for negligence, invasion of privacy, breach of implied contract, and unjust enrichment,
8 and seeking declaratory judgment and injunctive relief (“CCAC”). ECF 34. The
9 CCAC includes as plaintiffs those from *G.E.* as well as *Anderson* who wished to remain
10 as named plaintiffs, as opposed to simply members of the putative class. Interim Co-
11 Lead Counsel continued to work cooperatively with the attorneys representing the
12 *Anderson* Plaintiffs in order to streamline the litigation process and allow the case to
13 proceed in an efficient manner.

14 On July 9, 2025, the parties informed the Court that they had agreed to engage
15 in private mediation with Jill R. Sperber, Esq., of Judicate West, an experienced and
16 highly qualified mediator.

17 On August 7, 2025, the Court formally consolidated the *Anderson* case into the
18 *G.E.* case and administratively closed it. ECF 39.

19 **C. Settlement Negotiations and Mediation**

20 Shortly after the filing of the CCAC, the Parties agreed to mediate the dispute
21 and began engaging in arm’s-length settlement negotiations. Joint Declaration of Yana
22 Hart, Bryan P. Thompson, and Thomas E. Loeser, (“Counsel Decl.”) ¶ 8. Plaintiffs
23 served informal discovery requests, seeking documents and class information
24 necessary to evaluate the claims, liability, and potential damages. The parties also
25 conferred regarding Interim Co-Lead Counsels’ requests for additional information to
26 allow them to properly evaluate the case for potential settlement. Counsel Decl. ¶¶ 7,
27 9. In advance of mediation, Defendant produced written responses to the informal
28

1 discovery requests as well as documents providing additional information on the
2 background and technical aspects of the Data Security Incident as well as information
3 regarding what information was exfiltrated as well as mitigation taken after the Data
4 Security Incident. Prior to the mediation, Plaintiffs also began securing multiple bids
5 from competing Claims Administrators to understand the potential costs associated
6 with class notice and related administrative tasks in the event of settlement.

7 On November 21, 2025, the parties participated in a full-day mediation with Jill
8 R. Sperber, Esq. of Judicate West. Counsel Decl. ¶ 8. During mediation, the Parties
9 further learned that Defendant had experienced substantial financial hardship in recent
10 years. After mediation, with Ms. Sperber’s continued oversight, the parties reached a
11 settlement in principle, subject to review of Defendant’s financial records to confirm
12 representations made during the mediation. Defendant then provided substantial
13 financial records, including audited financial statements confirming constrained
14 financial capacity. The financial condition/risk of going concern further supported
15 Interim Co-Lead Counsel’s belief that the Settlement was fair, reasonable, and in the
16 best interest of the Class. Since then, the Parties continued negotiating other material
17 terms of the Settlement, including the notice plan and the scope of the release. *Id.* ¶ 9.
18 Plaintiffs also secured supplemental and additional bids from competing claims
19 administrators to select the administrator best suited for this Settlement. *Id.* ¶ 16. After
20 comprehensive negotiations and diligent efforts, including the mediation, the Parties
21 finalized the terms and exhibits, and executed the Settlement Agreement on April 1,
22 2026.

23 Based on the contested issues involved, the risks, uncertainty, and expense of
24 continued litigation, Defendant’s financial condition, and the immediate and certain
25 monetary and other relief to be provided to the Settlement Class under the terms of the
26 SA, Interim Co-Lead Counsel have concluded that the proposed settlement is fair,
27 reasonable, adequate, and in the best interests of the Class. *Id.* ¶¶ 13-14.

1 **III. THE TERMS OF THE SETTLEMENT**

2 **A. The Settlement Class and Release**

3 Based on the Defendant’s records, the proposed Settlement Class consists of
4 approximately 387,555 individuals, 232,578 of which were California residents at the
5 time of the Data Security Incident.

6 The **Nationwide Class** is defined as:

7 All persons whose Private Information was accessed, compromised, or
8 stolen in the Data Security Incident announced by Defendant on January
9 7, 2025.

10 The **California Subclass** is defined as:

11 All persons who were citizens of California when doing business with
12 Defendant, whose Private Information was accessed, compromised, or
13 stolen in the Data Security Incident announced by Defendant on January
14 7, 2025.

15 SA, § 1.8. Excluded from the Class are officers and directors of Defendant, Class
16 Counsel, the Judge presiding over this matter, and any members of the Judge’s
17 immediate family and judicial staff. *Id.*

18 In exchange for the Settlement Benefits, Plaintiffs and the Class Members will
19 release any and all claims asserted against any of the Released Persons reasonably
20 related to the operative facts alleged in or otherwise described by the CCAC. Released
21 Claims shall not include the right of any Settlement Class Member or any of the
22 Released Persons to enforce the terms of the Settlement contained in this Settlement
23 Agreement, the claims of Class Members who have timely excluded themselves from
24 this Settlement, or bodily injury claims that were not allegedly caused by the Data
25 Security Incident. SA, § 1.25.

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1 **B. Settlement Benefits**

2 The Settlement provides for the creation of a non-reversionary \$2,950,000
3 common fund that will provide meaningful cash payments to claiming Class
4 Members. *Id.* § 2.1. Separately, Defendant will pay for enhanced data security
5 measures to protect retained Private Information from future threats, independent
6 from the common fund. SA § 2.6.

7 **1. Monetary Terms/Cash Benefit to Class Members**

8 All Participating Class Members are eligible to receive (i) for Documented
9 Losses up to \$7,500.00 per individual, or (ii) a pro rata cash payment estimated to be
10 \$21-\$49 per Non-California Claimant and \$43-\$98 per California Claimant, at 10%
11 and 5% claims rate respectively. SA §§ 2.3-2.4; Counsel Decl. ¶ 23. Claims for
12 Documented Losses must be supported by Reasonable Documentation and such
13 losses must be reasonably related to the Data Security Incident. *Id.* § 2.3.

14 The amount of each pro rata cash payment will depend on the number of
15 Approved Claims and will be equal to each Participating Settlement Class Member’s
16 pro rata share of remaining Settlement Fund. This will take the total settlement fund,
17 deducting the Administrative Expenses, Service Payments, Fee and Expense Award,
18 and Taxes have been paid out of the Settlement Fund, and second after all other
19 Settlement Benefits have been paid out of the Settlement Fund, including the costs of
20 CMIS and the total payments for Approved Claims for Documented Loss. *Id.* §§ 2.4,
21 10.3.

22 Participating Settlement Class Members will have the option of receiving
23 Settlement Payments via check or electronic payment (such as Zelle, Venmo, or
24 PayPal) made available by the Claims Administrator. SA § 10.4. Settlement Payments
25 will be reduced on a pro rata basis, if necessary. *Id.* § 2.3(d). Class Members receiving
26 a Settlement Payment via physical check will have 90 Days following distribution to
27 deposit or cash that check. *Id.* § 12.12. Likewise, those with Approved Claims
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1 choosing CMIS will have up to 12 months to sign up for the services. SA ¶ 2.5.

2 **2. The Credit Monitoring and Identity Theft Insurance Services**
3 **(CMIS)**

4 As a further measure of prospective protection, Each Class Member will also
5 be eligible to claim two years of CMIS with 3-bureau credit monitoring. *Id.* § 2.5.
6 The CMIS will provide each Participating Settlement Class Member various benefits,
7 including: credit monitoring and alerts from Equifax, TransUnion, and Experian,
8 CyberScan Dark Web monitoring, fully managed identity restoration with access to
9 identity theft specialists, lost wallet assistance, and up to \$1,000,000 in identity theft
10 insurance. *Id.* The CMIS is valued at \$30 per month for each Participating Settlement
11 Class Member receiving that Settlement Benefit. Declaration of Brandon Schwartz
12 of EAG (“EAG Decl.”) ¶ 27. For the two-year term (24 months), therefore, a single
13 subscription is valued at \$720. *Id.* ¶ 27. Thus, Plaintiffs conservatively estimate that
14 the value of this benefit to the Settlement Class is at least \$2,790,396 for every one
15 percent (1%) of Class Members receiving this benefit, before excluding the cost of
16 that benefit. *Id.* ¶ 27.

17 **3. Injunctive/Prospective Relief**

18 In addition to monetary relief, Stiiizy has agreed to, for a period of three years
19 following the Class Settlement, implement certain business practices described in a
20 confidential declaration provided by Defendant to Class Counsel which will benefit
21 current and future Stiiizy customers. SA § 2.6.

22 **C. Attorneys’ Fees, Costs, Expenses, and Service Awards**

23 Proposed Class Counsel anticipate seeking an award of attorneys’ fees not to
24 exceed \$737,500 in fees, which is 25% of the total value of the settlement fund, in
25 addition to litigation expenses not to exceed \$30,000. The Class Representatives and
26 Counsel will also seek Service Awards not to exceed \$2,500 each, and not to exceed
27 \$15,000 in total Service Awards. SA, § 9.1. The Motion for Attorneys’ Fees and Costs,
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1 and Class Representative Service Awards, will be filed no later than 14 Court days
2 prior to the Objection Deadline so Class Members will have the opportunity to review
3 and object if they choose to do so. SA § 7.1.

4 The proposed Class Representatives each understand their responsibilities
5 serving as a Class Representative and have participated in this litigation from its
6 inception.

7 The Parties have no agreement as to the attorneys' fees or litigation expenses to
8 be paid to Proposed Class Counsel, and the Settlement is not contingent upon the Court
9 awarding attorneys' fees, costs, and expenses, or Class Representative Service Awards.
10 SA, ¶¶ 9.1-9.3. Stiiizy has also reserved the right to object to any service award or
11 Motion for Attorneys' Fees and Costs, if it chooses to do so. *Id.*

12 **D. Notice Administration**

13 Within five (5) calendar days following the Court's entry of the Preliminary
14 Approval Order, Stiiizy will provide the Settlement Class List to the Claims
15 Administrator. SA, ¶ 5.3.1.

16 Within thirty (30) days following entry of the Preliminary Approval Order, and
17 prior to sending the E-Mail Notice or postcard notice to all Settlement Class Members,
18 the Claims Administrator will create a dedicated Settlement Website. SA, § 5.3.2, Exh.
19 B, F. The Claims Administrator will make all relevant settlement and court documents
20 available on the Settlement Website. *Id.* The Long-Form Notice and Claim Form will
21 also be available in Spanish on the Settlement Website. *Id.* The Settlement Website
22 will include a toll-free telephone number, with the ability to reach a live operator, and
23 mailing address through which the Claims Administrator can be contacted and will
24 allow for the electronic submission of Requests for Exclusion. *Id.*

25 In addition to direct notice, Claims Administrator will implement a supplemental
26 paid media campaign, featuring digital banner advertisements on websites that
27 potential Class Members are likely to visit, as well as press releases distributed through
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1 PR Newswire and Hispanic Newswire.

2 Within thirty (30) days of the Court’s entry of the Preliminary Approval Order,
3 the Claims Administrator will begin to disseminate notice to the Settlement Class. SA,
4 § 5.3.3. For Settlement Class Members with known email addresses, notice will be
5 provided via email given the efficiency of electronic delivery. *Id.*; *see Peterson v.*
6 *Alaska Commc’ns Sys. Grp., Inc.*, No. 3:12-CV-00090-TMB, 2015 WL 13376562, at
7 *2 (D. Alaska Feb. 4, 2015) (“email is an efficient and inexpensive form of notice,
8 and for many people it has supplanted postal mail as a preferred form of
9 communication.”); *Arp v. Hohla & Wyss Enters., LLC*, No. 3:18-CV-119, 2020 WL
10 6498956, at *4 (S.D. Ohio Nov. 5, 2020) (email is “an inexpensive, non-invasive,
11 effective way to ensure that notice is received in a timely manner.”) (citation omitted).
12 If there is no email address on record for a Settlement Class Member, the Claims
13 Administrator will mail the Short-Form Notice to the Settlement Class Member’s most
14 recent mailing address in Stiiizy’s records, as a double-sided postcard with tear-off
15 claim form. *Id.* The Claims Administrator will also perform physical address traces
16 for those with email addresses that bounce or where mail notice is returned without a
17 forwarding address. SA. § 5.3.4.

18 **E. The Proposed Claims Administrator**

19 Plaintiffs’ Counsel solicited competing bids from several qualified Claims
20 Administrators. Class Counsel Decl. ¶ 16. Through this competitive bidding process
21 and following an in-depth evaluation of all the available final bids, Plaintiffs’ Counsel
22 selected and proposes that the Court appoint Eisner Advisory Group, LLC (“EAG”) as
23 the Claims Administrator. If appointed, EAG will be paid from the Settlement Fund
24 and has estimated that the class settlement administration costs will be approximately
25 \$264,640, including postage, based on a 5% claims rate. *See* Class Counsel Decl., ¶ 17.
26 In addition to managing the notice program and receiving and processing claims and
27 opt-outs, EAG will maintain the Settlement Website containing links to the Notice,
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1 Claim Form, and all other relevant Settlement documents as well as a toll-free phone
2 number and email address where Class Members can contact the administrator for
3 additional information on the Settlement. EAG Declaration, ¶ 22-24.

4 **F. Opt-Out and Objection Procedures**

5 Any Settlement Class Member may submit a Request for Exclusion from the
6 Settlement by or before the Opt-Out Date. SA, § 6.1. To be valid, the Request for
7 Exclusion must be (i) submitted via email to the Claims Administrator, or (ii)
8 postmarked or received by the Claims Administrator on or before the Opt-Out Date at
9 the address set forth in the Long-Form Notice. *Id.*

10 Any Settlement Class Member who wishes to object to the proposed Settlement
11 Agreement must provide notice to the Claims Administrator, at the email or physical
12 address set forth in the Long Form Notice and the Settlement Website. *Id.* § 7.1. Each
13 Objection must be served on the Claims Administrator not later than the Objection
14 Deadline, and must provide: (i) the objector’s full name and address; (ii) the case name
15 and docket number – *In Re: STIIZY Inc., Data Breach Security Litigation*, Case No.
16 2:25-cv-00490-GW-SSC (C.D. Cal.); (iii) information identifying the objector as a
17 Class Member, including proof that the objector is a Class Member (e.g., copy of the
18 objector’s settlement notice, copy of original notice of the Data Security Incident, or a
19 statement explaining why the objector believes he or she is a Class Member); (iv) a
20 written statement of all grounds for the objection, accompanied by any legal support
21 for the objection the objector believes applicable; (v) the identity of any and all counsel
22 representing the objector in connection with the objection; (vi) a statement whether the
23 objector and/or his or her counsel will appear at the Final Fairness Hearing; and (vii)
24 the objector’s hand-written signature or the signature of the objector’s duly authorized
25 attorney or other duly authorized representative (if any) representing him or her in
26 connection with the objection. *Id.*, § 7.1.

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1 The Requests for Exclusion and Objection procedures are, or will be, detailed in
2 plain language in the Long Form Notice, the Settlement Agreement, and on the
3 Settlement Website. *Id.*, § 5.3.2.

4 **IV. ARGUMENT**

5 **A. The Legal Standard for Preliminary Approval**

6 Rule 23 requires the Court to determine whether the Settlement is “fair,
7 reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). To assess the fairness of a class
8 settlement, Ninth Circuit courts consider primarily the following: (1) the strength of
9 the plaintiff’s case; (2) the risk, expense, complexity, and likely duration of future
10 litigation; (3) the risk of maintaining class action status throughout the trial; (4) the
11 amount offered in settlement; (5) the extent of discovery completed and the stage of
12 the proceedings; (6) the experience and views of counsel; (7) the presence of a
13 governmental participant; and (8) the reaction of class members to the proposed
14 settlement. *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 948 (9th Cir. 2015)
15 (quoting *Churchill Vill., LLC v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004)).

16 Under Rule 23(e)(2), the Court considers whether the class representatives and
17 class counsel adequately represented the class and whether the settlement proposal was
18 negotiated at arm’s length. To negotiate a fair and reasonable settlement, “the parties
19 [must] have sufficient information to make an informed decision about settlement.”
20 *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1239 (9th Cir. 1998).

21 Here, preliminary approval is warranted: the Settlement is fair, reasonable, and
22 the product of arm’s length negotiations, and certification of the Settlement Class for
23 purposes of judgment is proper under FRCP Rule 23.

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1 **B. The Settlement is Fair, Reasonable, and Adequate, and Merits**
2 **Preliminary Approval**

3 **1. The Strength of Plaintiffs’ Case and the Risks, Expenses,**
4 **Complexity, and Duration of Further Litigation**

5 The risk, expense, and complexity of further litigation is significant, and
6 “[e]stimates of what constitutes a fair settlement figure are tempered by factors such
7 as the risk of losing at trial, the expense of litigating the case, and the expected delay
8 in recovery (often measured in years).” *Schaffer v. Litton Loan Servicing, LP*, No. CV
9 05-07673 MMM, 2012 WL 10274679, at *11 (C.D. Cal. 2012). It is also tempered by
10 the fact that prolonged litigation, even if successful for the Plaintiffs, could result in an
11 uncollectable judgment.

12 Given facts relating to the Data Security Incident that resulted in exposure of
13 Plaintiffs’ and Class Members’ Private Information, Plaintiffs are confident they would
14 succeed if this case proceeded to trial, even though Defendant disputes those facts.
15 Still, this would entail substantial time and expense, and inherent risks. Counsel Decl.
16 ¶¶ 18-19. All class actions involve a high level of risk, expense, and complexity, but
17 the emerging and evolving area of data privacy litigation is especially risky and
18 complex. *See Hashemi v. Bosley, Inc.*, No. CV 21-946 PSG, 2022 WL 2155117, at *7
19 (C.D. Cal. Feb. 22, 2022) (“[D]ata breach class actions are a relatively new type of
20 litigation and that damages methodologies in data breach cases are largely untested and
21 have yet to be presented to a jury.”).

22 Were this case not to resolve, Stiiizy’s counsel would vigorously litigate the case
23 up to, and through, trial and any appeal. Counsel Decl. ¶ 18. This would also effectively
24 delay relief, if any, to Plaintiffs and Class Members for several years.

25 If Stiiizy were to succeed, Plaintiffs and Class Members would receive nothing.
26 Stiiizy would also not be required to make any business practice or technical changes
27 that would provide Plaintiffs and the Class Members’ the injunctive relief they sought
28

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1 in the action by ensuring the security of their Private Information.

2 Even if Plaintiffs establish liability, the substantial financial information
3 produced to Interim Co-Lead Counsel confirms Stiiizy’s constrained financial capacity
4 to satisfy any additional recovery. Based on a review of the audited financial
5 statements, Interim Co-Lead Counsel is convinced that the Settlement is fair and
6 reasonable and provides a significant recovery that could be unavailable if the case
7 were to proceed in litigation. *Id.* ¶ 9.

8 In short, the Settlement is excellent as compared to the risks, costs, and delay of
9 continued litigation.

10 **2. Risks of Achieving and Maintaining Class Status Through**
11 **Trial**

12 Plaintiffs face substantial risks in obtaining and maintaining class certification
13 outside the settlement context. If the parties were unable to resolve the matter, Stiiizy
14 would file a Motion to Dismiss, which could potentially result in dismissal of some
15 or all claims, and would vigorously oppose class certification. Overcoming these
16 challenges and proceeding through summary judgment and trial would take years.

17 Even if Plaintiffs ultimately prevailed, Defendant’s current financial condition,
18 together with broader industry challenges, presents a risk that any judgment could be
19 difficult to collect. These risks support Interim Co-Lead Counsel’s informed
20 determination that securing certain and immediate relief now through Settlement is
21 in the best interests of the Class and weigh in favor of preliminary approval. *See*
22 *Koenig v. Lime Crime, Inc.*, No. 16-503-PSG-JEMx, 2018 WL 11358228, at *3 (C.D.
23 Cal. Apr. 2, 2018) (approving data breach settlement in part “[b]ecause of the
24 difficulty of providing damages and causation, Plaintiffs faced a substantial risk of
25 losing at summary judgment or trial.”). Counsel Decl. ¶¶ 9, 18-19.

1 **C. The Amount Offered in Settlement**

2 The benefits provided by the Settlement also weigh in favor of preliminary
3 approval, as falling within the range of possible final approval. The Settlement creates
4 a common fund of \$2,950,000 for a Class of 387,555 individuals (\$7.61 per capita
5 amount²), which is an excellent recovery compared to numerous other data breach
6 settlements. *See, e.g., Hellyer et al. v. Smile Brands, Inc. et al.*, No. 8:21-cv-01886-
7 DOC-ADS (C.D. Cal.) (\$1.92 per class member); *In re Post Meds, Inc.*, No. 4:23-cv-
8 05710-HSD (N.D. Cal.) (\$3.74 per class member); *Cochran, et al. v. The Kroger Co.*
9 *et al.*, No. 5:21-cv-01887-EJD (N.D. Cal.) (\$1.31); *Adlouni v. UCLA Health Systems*
10 *Auxiliary, et al.*, No. BC589243 (Cal. Super. Ct., 2019.) (\$0.44).

11 Additionally, the pro rata share of payments to class members are expected to
12 be between \$21-\$49 per Non-California Claimant and \$43-\$98 per California
13 Claimant, at 10% and 5% claims rate respectively, which represents a reasonably
14 expected range based on historical claims participation in comparable data breach
15 class actions. Counsel Decl. ¶¶ 23-24.

16 **1. The Extent of Discovery Completed and the Stage of**
17 **Proceedings**

18 Although this matter did not proceed to formal discovery, Interim Co-Lead
19 Counsel obtained substantial and meaningful information from Stiiizy bearing
20 directly on the claims and defenses through settlement negotiations and informal
21 discovery, both before and after the mediation. *Id.* ¶¶ 7-8. This information included
22 detailed data and information regarding the nature and circumstances of the data
23 breach, how it occurred, the categories of data impacted, the size and composition of
24 the class, as well as other information relevant to Stiiizy’s liability, defenses, and the
25 scope of damages. *Id.* As discussed above, Stiiizy also produced substantial financial

26 _____
27 ² Per capita amount is calculated by dividing the total settlement amount by the total
28 number of class members, before deducting litigation costs, administration costs, and attorneys’ fees.

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1 information, included audited financial statements, providing Interim Co-Lead
2 Counsel with reliable and verifiable information related to Defendant’s financial
3 condition. This information was critical to Interim Co-Lead Counsel’s informed
4 evaluation of the Settlement, and the risks of continued litigation. *Id.* ¶ 9. *see In re*
5 *Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000)) (“[F]ormal discovery
6 is not a necessary ticket to the bargaining table where the parties have sufficient
7 information to make an informed decision about settlement.”); Manual for Complex
8 Litigation (Fourth) § 13.12 (recognizing benefits of settlement are diminished if
9 postponed until discovery is completed and approving of targeting early discovery at
10 information needed for settlement negotiations).

11 **2. The Experience and Views of Counsel**

12 Plaintiffs are represented by accomplished attorneys who are leaders in their
13 field with extensive experience in prosecuting consumer class actions, including data
14 breach and other data privacy class actions. Counsel Decl., ¶¶ 29-32. The Settlement
15 provides Settlement Class Members with immediate, certain, and meaningful relief
16 that directly addresses the issues they have experienced. This includes monetary
17 compensation (through a pro rata share or Documented Loss claim) as well as credit
18 monitoring and ID theft insurance. The Settlement additionally provides substantial
19 equitable relief that will ensure the security of Plaintiffs’ and Class Members’
20 information moving forward by strengthening Stiiizy’s cybersecurity practices and
21 tools, and ensuring it is continued for at least 3 years. SA, § 2.6. Proposed Class
22 Counsel endorse the Settlement as fair, reasonable, and adequate and in the best
23 interests of the Settlement Class. Counsel Decl., ¶¶ 13-14, 18-21.

24 **3. Presence of a Governmental Participant**

25 Here, there is no governmental participant, so this factor does not presently
26 apply.

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4. The Response to the Settlement

The Class has not yet been notified of the Settlement or given an opportunity to object; therefore, this factor is not yet ripe. Plaintiffs will, however, address this factor in their Motion for Final Approval.

5. The Settlement is Not Collusive

The Settlement was reached after extensive arm’s-length negotiations, including a full-day mediation with Jill Sperber, Esq. of Judicate West, an experienced mediator. Counsel Decl. ¶ 8; *see In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 948 (9th Cir. 2011) (formal mediation with experienced mediator weighs “in favor of a finding of non collusiveness”). Mediation took place after Stiiizy produced substantial informal discovery, which allowed Plaintiffs’ Counsel to evaluate the risks and benefits of continued litigation as well as assess potential damages. Counsel Decl. ¶¶ 7-8. Confirmatory discovery relating to Defendant’s financial position also provided assurances that the Settlement Amount was fair and provided the best chance of providing substantive relief to the Class. Proposed Class Counsel have significant experience prosecuting data privacy consumer class actions and are well-informed of the legal claims and risks of this case. Counsel Decl., ¶¶ 29-32. Furthermore, the parties do not have any agreement regarding fees or service payments. Counsel Decl., ¶¶ 10-11.

6. The Proposed Notice Plan is Appropriate

“The court must direct notice in a reasonable manner to all Class Members who would be bound by the proposal.” Fed. R. Civ. P. 23(e)(1). “Rule 23 requires only the ‘best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.’” *Briseno v. ConAgra Foods, Inc.*, 844 F.3d 1121, 1128-29 (9th Cir. 2017) (emphasis omitted). Further, notice is “adequate if it may be understood by the average class member.” *Newberg on Class Actions* (4th ed.), § 11:53, at 167

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1 Subject to Court approval, following competitive bids Plaintiffs have selected
2 EAG as the proposed Claims Administrator, and Stiiizy does not oppose that selection.
3 The Notice Plan includes direct notice via email to all Class Members for whom Stiiizy
4 has an email address for and direct notice via U.S. mail for all other Class Members
5 that Stiiizy has contact information for, utilizing the Settlement Class Member’s most
6 recent mailing address in Stiiizy’s records. SA, § 5.3.3. If there is no email address on
7 record for a Settlement Class Member, the Claims Administrator shall mail the Short
8 Notice by postcard, attached as Exhibit F, to the Settlement Class Member’s most
9 recent mailing address in Stiiizy’s records. For emails that bounce back, the Claims
10 Administrator shall promptly perform an in-depth search for a valid email address and
11 resend the E-Mail Notice to that updated email address, and will send a Short Notice
12 by USPS mail if a mailing address is available, and will perform reasonable physical
13 address trace for those Email Notices that cannot be delivered. SA, § 5.3.4; *see, e.g.,*
14 *In re LinkedIn User Priv. Litig.*, 309 F.R.D. 573, 586 (N.D. Cal. 2015) (noting “the
15 Court approved a notice plan involving direct email notice, a settlement website and
16 a toll-free telephone number, as consistent with Rule 23(c)(2)(B)”).

17 Furthermore, the Claims Administrator will perform a physical address trace for
18 Short Notices that were originally transmitted via U.S. Mail, but which were returned
19 and will remain if necessary. SA, § 5.3.4. In addition, Notice will be disseminated
20 through the Settlement Website, which will include a toll-free telephone number,
21 which will include the option to speak with a live operator, and mailing address
22 through which the Claims Administrator can be contacted. *Id.* § 5.3.5. *See Rael v.*
23 *Children’s Place, Inc.*, No. 16-CV-370-GPC-LL, 2021 WL 1226475, at *14 (S.D. Cal.
24 Mar. 31, 2021) (approving notice plan primarily relying on email and settlement
25 website); *Evans v. Linden Rsch., Inc.*, No. C-11-01078 DMR, 2014 WL 1724891, at
26 *3 (N.D. Cal. Apr. 29, 2014) (similar).

1 Finally, while the Parties anticipate that the majority of Class Members will
2 receive direct notice, Plaintiffs’ Counsel has worked with EAG, the Claims
3 Administrator, to design a supplemental media notice campaign that will provide
4 notice to media outlets and implement a digital advertising campaign, targeting
5 relevant websites and users based on browsing behavior, including the placement of
6 banner notices on websites Class Members are likely to visit. EAG Declaration, ¶¶ 16-
7 20.

8 The Notice forms are clear, concise, and informative. *Id.*; SA, Exhibit B (E-
9 Mail Notice), Exhibit D (Long Form Notice), and Exhibit F (Short Form Notice). To
10 make a claim, a Settlement Class Member must complete and submit a valid, timely,
11 and sworn Claim Form. The Claim Form shall be submitted online at the Settlement
12 Website or via mail to the Claims Administrator. SA, § 2.7.

13 **D. Class Certification is Appropriate**

14 Parties seeking class certification for settlement purposes must satisfy the
15 requirements of Fed. R. Civ. P. 23. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591,
16 620 (1997). “A court considering such a request should give the Rule 23 certification
17 factors ‘undiluted, even heightened, attention in the settlement context.’” *Sandoval v.*
18 *Roadlink USA Pac., Inc.*, No. EDCV 10-00973, 2011 WL 5443777, at *2 (C.D. Cal.
19 Oct. 9, 2011) (quoting *Amchem*, 521 U.S. at 621). All the requirements of Rule 23(a)
20 must be met, and “at least one of the three requirements listed in Rule 23(b).” *Wal-*
21 *Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 345 (2011).

22 **1. Rule 23(a) Is Satisfied**

23 **a) The Class is Numerous**

24 Rule 23(a)(1) requires “the class is so numerous that joinder of all members is
25 impracticable.” Fed. R. Civ. P. 23(a). Joinder of all estimated 387,555 Class Members
26 would be impractical. The Class is sufficiently numerous.

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b) There are Common Questions of Law and Fact

The commonality requirement is satisfied if “there are questions of law or fact common to the class.” Fed. R. Civ. P. 23(a)(2). “This does not, however, mean that every question of law or fact must be common to the class; all that Rule 23(a)(2) requires is a single significant question of law or fact.” *Abdullah v. U.S. Sec. Assocs., Inc.*, 731 F.3d 952, 957 (9th Cir. 2013), *cert. denied*, 135 S.Ct. 53 (2014) (emphasis and internal quotation marks omitted).

Common issues of law and fact affect Settlement Class Members uniformly and satisfy the commonality requirement. Plaintiffs’ and Class Members’ claims derive from the same Data Security Incident and allege the same wrongdoing—Stiiizy’s alleged failure to implement reasonable cybersecurity safeguards to adequately protect their personal information, which was stolen in the Data Security Incident. Accordingly, Stiiizy’s conduct with respect to all Settlement Class Members was the same, and thus, the commonality requirement of Rule 23(a) is satisfied.

c) Class Representatives’ Claims Are Typical of the Class

Rule 23(a)(3)’s typicality requirement is satisfied if the claims of the named class representative arise “from the same course of conduct that gives rise to the claims of unnamed Class Members to bring individual actions.” *Thomas v. Baca*, 231 F.R.D. 397, 401 (C.D. Cal. 2005); *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1020 (9th Cir. 1998) (“[C]laims are ‘typical’ if they are reasonably co-extensive with those of absent Class Members; they need not be substantially identical.”).

Here, Plaintiffs satisfy the typicality requirement because their claims arise out of the same Data Security Incident as other putative Class Members and present the same legal theories as would be presented if each Class Member filed their own individual case. *See e.g. Hashemi*, 2022 WL 2155117, at *7-8. Accordingly, Rule 23(a)’s typicality requirement is satisfied.

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1 **d) Class Representatives and Proposed Class Counsel Fairly**
2 **and Adequately Represent the Class**

3 Rule 23(a)(4) permits certification of a class action only if “the representative
4 parties will fairly and adequately protect the interests of the class,” which requires
5 that the named Plaintiffs and their counsel not have conflicts of interest with the
6 proposed Class. *In re Volkswagen “Clean Diesel” Mktg., Sales Practices, & Prod.*
7 *Liab. Litig.*, 895 F.3d 597, 607 (9th Cir. 2018).

8 Plaintiffs and their counsel are adequate. Plaintiffs do not have any conflicts of
9 interest with the absent Class Members, as their claims are coextensive with those of
10 the Class Members. *See Mergens v. Sloan Valve Co.*, No. CV 16-05255 SJO, 2017
11 WL 9486153, at *6 (C.D. Cal. Sept. 18, 2017) (adequacy requirement met where
12 plaintiff had no interests antagonistic to the class). The named Plaintiffs also
13 understand their responsibilities in serving as Class Representatives and have shown
14 that they take their responsibilities as class representatives seriously. They have
15 committed themselves to representing the class in an appropriate and fair manner and
16 will continue to do so through the conclusion of this litigation. Counsel Decl. ¶ 22;
17 See Declarations of Plaintiffs G.E., Donald Hatch, Bradley Anderson, Daniel
18 Martinez, Lorenzo Montoya, and Elizabeth Orozco-Preza, ¶ 5.

19 Proposed Class Counsel also have extensive experience successfully
20 representing plaintiffs and classes in complex class action litigation, including data
21 breach and data privacy litigation, as detailed further in their Joint Declaration and
22 Firm resumes. Counsel Decl. ¶¶ 29-32.

23 **2. The Requirements of Rule 23(b)(3) Are Met**

24 Rule 23(b)(3) provides a class action can be maintained where: (1) the questions
25 of law and fact common to members of the class predominate over any questions
26 affecting only individuals; and (2) the class action mechanism is superior to other
27 available methods for the fair and efficient adjudication of the controversy. Fed. R.
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1 Civ. P. 23(b)(3). In the settlement context, the manageability criterion of Rule
2 23(b)(3)(D) does not apply. *Amchem*, 521 U.S. at 620.

3 **a) Common Issues of Law and Fact Predominate for**
4 **Settlement Purposes**

5 Every Class Member was affected by the same alleged failures of Stiiizy to
6 implement reasonable cybersecurity practices, which allowed the Data Security
7 Incident to occur and disclosed the Class Members’ Private Information. Central
8 common questions can be resolved for all members of the proposed Settlement Class
9 in a single adjudication. “Common questions that yield common answers” and are “apt
10 to drive the resolution of this case” predominate over any individual issues. *Dukes*,
11 564 U.S. at 345; *see also In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 312
12 (N.D. Cal. 2018).

13 **b) A Class Action is a Superior Means of Resolving This**
14 **Controversy**

15 The superiority inquiry “requires the court to determine whether maintenance
16 of this litigation as a class action is efficient and whether it is fair.” *One Unnamed*
17 *Deputy Dist. Attorney v. Cty. of Los Angeles*, 2011 WL 13128375, at *4 (C.D. Cal.
18 2011). A class action is the only reasonable method to fairly and efficiently adjudicate
19 Class Members’ claims against Stiiizy. *See Phillips Co. v. Shutts*, 472 U.S. 797, 809
20 (1985) (“Class actions . . . permit the plaintiffs to pool claims which would be
21 uneconomical to litigate individually . . . [In such a case,] most of the plaintiffs would
22 have no realistic day in court if a class action were not available.”). Resolution
23 through individual actions is impracticable—the amount in dispute for individual
24 class members is too small, the technical issues involved are too complex, and the
25 required expert testimony and document review too costly. *Just Film, Inc. v. Buono*,
26 847 F.3d 1108, 1123 (9th Cir. 2017).

1 **3. The Court Should Appoint Plaintiffs as Class Representatives**
2 **and Plaintiffs’ Counsel as Class Counsel**

3 This Settlement would not have been possible without the Plaintiffs stepping
4 forward to represent the interests of the Settlement Class. The proposed Class
5 Representatives have maintained consistent involvement in the litigation, providing
6 valuable insight and the facts critical to the Class Action Complaint and the
7 Consolidated Amended Class Complaint, allowing Plaintiffs’ Counsel to effectively
8 litigate this action, and negotiate this Settlement. Counsel Decl. ¶ 22; *See also*
9 Declarations of Proposed Class Representatives G.E., Donald Hatch, Bradley
10 Anderson, Daniel Martinez, Lorenzo Montoya, and Elizabeth Orozco-Preza, filed
11 concurrently with this motion.

12 Plaintiffs’ Counsel is also adequate and has zealously represented the Class
13 members’ interests in this litigation. In appointing Ms. Hart and Mr. Loeser as Interim
14 Co-Lead Counsel, the Court has already determined that they are qualified and
15 experienced in conducting class action litigation, especially cases involving data
16 breach and data privacy. ECF 26 & 28. Both Co-Leads have been lead counsel in
17 numerous data privacy actions, and have diligently and effectively carried out their
18 responsibilities in this matter. Counsel Decl., ¶¶ 29-32. *In re Emulex Corp. Sec. Litig.*,
19 210 F.R.D. 717, 720 (C.D. Cal. 2002) (evaluating adequacy of representation, court
20 may examine “the attorneys’ professional qualifications, skill, experience, and
21 resources . . . [and] the attorneys’ demonstrated performance in the suit itself”).
22 Adequacy is therefore satisfied, and the Court should appoint Interim Co-Lead
23 Counsel as Class Counsel.

1 **V. CONCLUSION**

2 For the aforementioned reasons, Plaintiffs respectfully move the Court to enter
3 Order: (1) granting preliminary approval of the Settlement, (2) conditionally
4 certifying the Settlement Class, (3) appointing Plaintiffs G.E., Donald Hatch,
5 Bradley Anderson, Daniel Martinez, Lorenzo Montoya, and Elizabeth Orozco-Preza
6 as Class Representatives, (4) appointing Ryan J. Clarkson, Yana Hart and Bryan P.
7 Thompson of Clarkson Law Firm, PC, and Thomas E. Loeser of Cotchett, Pitre &
8 McCarthy, LLP as Class Counsel, (5) approving the form and substance of the notice
9 program; and (6) appointing Eisner Advisory Group, LLC (“EAG”) as Claims
10 Administrator, and ordering it to conduct the notice program.

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Respectfully submitted,

Dated: April 9, 2026

CLARKSON LAW FIRM, P.C.

/s/Yana Hart
Ryan J. Clarkson, Esq.
Yana Hart, Esq.
Bryan P. Thompson, Esq.

COTCHETT, PITRE & McCARTHY, LLP

/s/ Thomas E. Loeser
Thomas E. Loeser, Esq.

Counsel for Plaintiffs & the Proposed Class

Clarkson Law Firm, P.C. | 22525 Pacific Coast Highway, Malibu, CA 90265 | P: (213) 788-4050 | F: (213) 788-4070 |

CERTIFICATE OF COMPLIANCE WITH LOCAL RULE 11-6.1

I certify that this memorandum contains 6,946 words, as counted by the Word-processing program, including all headings, footnotes, and quotations, but excluding the caption, tables, and the signature block which complies with the word limit of L.R. 11-6.1.

Dated: April 9, 2026

Respectfully submitted,

CLARKSON LAW FIRM, P.C.

/s/ Yana Hart
Yana Hart

Clarkson Law Firm, P.C. | 22525 Pacific Coast Highway, Malibu, CA 90265 | P: (213) 788-4050 F: (213) 788-4070 |

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1 **CLARKSON LAW FIRM, P.C.**
2 Ryan J. Clarkson (SBN 257074)
3 *rclarkson@clarksonlawfirm.com*
4 Yana Hart (SBN 306499)
5 *yhart@clarksonlawfirm.com*
6 Bryan P. Thompson (SBN 354683)
7 *bthompson@clarksonlawfirm.com*
8 22525 Pacific Coast Highway
9 Malibu, CA 90265
10 Tel: (213) 788-4050

**COTCHETT, PITRE &
McCARTHY, LLP**
Thomas E. Loeser (SBN: 202724)
tloeser@cpmlegal.com
840 Malcolm Road
Burlingame, CA 94010
Tel: (206) 802-1272
Fax: (650) 697-0577

9 *Interim Co-Lead Counsel for Plaintiffs
and the Proposed Class*

10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**

12 IN RE: STIIZY INC., DATA
13 BREACH SECURITY LITIGATION

Master File No.: 2:25-cv-00490-GW-SSC

14 This Document Relates To:
15 *All cases*

**JOINT DECLARATION OF
PROPOSED CLASS COUNSEL YANA
HART, BRYAN P. THOMPSON, AND
THOMAS E. LOESER IN SUPPORT
OF PLAINTIFFS' UNOPPOSED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

16 **Hearing Information**

17 Date: May 11, 2026
18 Time: 8:30 a.m.
19 Location: Courtroom 9D, 9th Floor
20 Hon. George H. Wu

21 Complaint Filed: January 17, 2025
22 FAC Filed: July 3, 2025
23 Trial Date: None Set

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28 **JOINT DECLARATION OF PROPOSED CLASS COUNSEL YANA HART,
BRYAN P. THOMPSON, AND THOMAS E. LOESER IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

1 **JOINT DECLARATION OF PROPOSED CLASS COUNSEL YANA HART,**
2 **BRYAN P. THOMPSON, AND THOMAS E. LOESER**

3 We, Yana Hart, Bryan P. Thompson, and Thomas E. Loeser declare as follows:

4 1. We are attorneys from the two firms appointed as Interim Co-Lead
5 Counsel, in this action. We respectfully submit this joint declaration in support of
6 Plaintiffs’ Unopposed Motion for Preliminary Approval of the Class Action Settlement
7 in this litigation. Except with respect to our biographies or as otherwise noted, we each
8 have personal knowledge of the facts set forth below and could testify competently to
9 them if called upon to do so. If called as witnesses, we would and could competently
10 testify to all facts within our personal knowledge set forth herein.

11 2. We submit this joint declaration, as opposed to individual declarations, to
12 decrease relatively duplicate or similar filings before this Court.

13 3. I, Yana Hart, am a member in good standing of the bar of the State of
14 California, and duly licensed to practice before all courts of the State of California as
15 well as other state and federal courts. I am a partner at Clarkson Law Firm, P.C.
16 (“Clarkson”), the director of Data Privacy Litigation at Clarkson Law Firm, and have
17 litigated highly complex consumer actions for nearly a decade.

18 4. I, Bryan P. Thompson, am a member in good standing of the bar of the
19 State of California and duly licensed to practice before all courts of the State of
20 California as well as other state and federal courts. I am a Counsel at Clarkson, where
21 my practice is focused on data privacy and complex consumer class actions, and have
22 litigated complex consumer actions, both individual and class, for over a decade.

23 5. I, Thomas E. Loeser, am a member in good standing of the bar of (1) the
24 State of California and duly licensed to practice before all courts of the State of
25 California; (2) the State of Washington and duly licensed to practice before all courts
26 of the State of Washington; and (3) the District of Columbia; as well as other state and
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1 federal courts. I am Managing Counsel of the Seattle Office of Cotchett, Pitre &
2 McCarthy, LLP, where my practice is focused on privacy and complex consumer class
3 actions, and have litigated complex consumer actions for over two decades. Previously,
4 I was an AUSA in the Cyber and IP Section of the US Attorneys Office in Los Angeles.

5 6. This litigation alleges that Stiiizy, Inc. (“Stiiizy” or “Defendant”) failed to
6 properly monitor its computer networks and cloud-based systems, leading to a data
7 breach occurring between October 10, 2024, through November 10, 2024, wherein
8 cybercriminals accessed and obtained sensitive and confidential Private Information
9 belonging to Plaintiff and Class Members (“Data Breach”), which was subsequently
10 held for ransom, including leaking some onto the dark web.

11 7. Class Counsel has vigorously prosecuted this action. Before and after
12 filing the Consolidated Complaint (ECF 34), Class Counsel conducted a thorough
13 investigation, including gathering all publicly available information regarding the
14 Data Breach, examining Stiiizy’s business practices, its relationship with Class
15 Members, the circumstances of the Data Breach, review of Stiiizy’s public
16 statements, response to the breach, and conducted interviews with victims of this data
17 breach, including the proposed Class Representatives. After filing, Class Counsel
18 continued investigating the incident, including assessment of the adequacy of
19 Stiiizy’s remedial measures, its compliance with notification requirements, and
20 analyzing the sufficiency of state-mandated data breach notices. The Parties also
21 informally exchanged non-public information concerning the data breach including
22 Defendant’s non-public remediation efforts, the compromised data at issue, the size
23 of the Class, and other relevant information, in preparation for settlement discussions.

24 8. The Parties agreed to engage Jill Sperber, Esq. of Judicate West, who is a
25 highly qualified and experienced mediator, to facilitate exploration of settlement
26 possibilities. Prior to the mediation, the parties engaged in informal discovery and
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**JOINT DECLARATION OF PROPOSED CLASS COUNSEL YANA HART,
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1 exchanged information in the furtherance of a settlement, including data regarding the
2 scope of the affected class, the categories of personal information involved in the
3 security incident, and Stiiizy’s investigative findings and remedial actions. The Parties
4 additionally exchanged mediation briefs, which laid out the legal and factual arguments
5 for their positions prior to the mediation. The parties then participated in a full-day
6 mediation, which resulted in settlement in principle of the matter on a class-wide basis.

7 9. After reaching agreement on fundamental settlement terms, the Parties
8 invested additional time developing the comprehensive written agreement, reviewed
9 additional confirmatory discovery, and reduced the terms of their settlement to writing
10 in the form of the Class Action Settlement Agreement and Release (“Settlement” or
11 “SA”). *See* Exhibit A. This confirmatory discovery also involved Stiiizy providing
12 confidential information regarding its financial status, which convinced us that the
13 Settlement amount was extremely fair to the Class considering Stiiizy’s constrained
14 resources.

15 10. The Parties have no agreement on the Service Payments to be sought by
16 the proposed Class Representatives, and while Class Counsel has indicated the
17 maximum Service Payments that will be sought, Defendant has reserved the right to
18 object to the Service Payment, or any Service Payments, if it chooses to do so.

19 11. There is no agreement between the Parties regarding the amount of
20 attorneys’ fees and costs that Class Counsel will seek. Defendant has reserved the right
21 to object to any Motion for Attorneys’ Fees and Costs filed in this action if it chooses
22 to do so.

23 12. All negotiations were conducted at arm’s length, in good faith, free of any
24 collusion, and under the supervision of Jill R. Sperber, Esq. during the mediation.

1 13. In our opinion, the risk, expense, and complexity of further litigation is
2 significant. Although we are confident that we would succeed if this case proceeded to
3 trial, we believe that this effort would entail substantial time, expense, and risk. We
4 have also reviewed confidential declarations prepared by Stiiizy and its attorneys
5 regarding increased security and improved business practices it will take in regard to its
6 customers' data, which we believe will significantly improve the security of that
7 information. Stiiizy has also agreed to implement these changes and maintain them for
8 at least 3 years following the Class Settlement.

9 14. The Settlement secures a significant recovery for the putative Class
10 Members and is superior to the results achieved in many comparable data privacy cases.

11 15. Pursuant to the Settlement, Stiiizy will pay \$2,950,000.00 into a non-
12 reversionary Settlement Fund that will be used to pay (i) all Administrative Expenses;
13 (ii) any Taxes; (iii) any Cash Compensation to Settlement Class Members, (iv) any
14 court-approved Service Awards; and (v) any court-approved attorneys' fees and costs.

15 16. During this time, Class Counsel solicited competing bids and negotiated
16 with several separate third-party administrators for settlement notice and
17 administration. Following an in-depth evaluation of all the available bids, Class Counsel
18 determined Eisner Advisory Group, LLC's ("EAG") bid to be the most competitive and
19 in the best interests of the Class and ultimately negotiated an agreement with EAG to
20 act as the settlement administrator, if appointed by the Court.

21 17. EAG estimates that settlement administration costs will be approximately
22 \$264,640, including postage, based on a 5% claims rate. In addition to managing the
23 notice program and receiving and processing claims and opt-outs, this estimate includes
24 maintaining the Settlement Website containing links to the Notice, Claim Form, and all
25 other relevant Settlement documents as well as providing information to Class Members
26 through a dedicated email address and toll-free hotline with access to a live operator.

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28 JOINT DECLARATION OF PROPOSED CLASS COUNSEL YANA HART,
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1 18. We further believe that were this case not to resolve, Stiiizy’s counsel, who
2 are highly skilled attorneys with extensive experience in the data privacy field, would
3 aggressively litigate this case at the pleadings stage, summary judgment, class
4 certification, and trial.

5 19. For the Plaintiffs to succeed at any of these points would come at a
6 considerable expense from expert reports and litigating numerous factual and legal
7 issues regarding liability, damages, and injunctive relief.

8 20. We believe that the monetary and non-monetary benefits available under
9 the Settlement are substantial and adequately address the type of injuries and
10 repercussions from the Data Breach that is at the heart of the claims in this litigation.

11 21. Further, the monetary benefits are commensurate with or better than many
12 similar data privacy settlement precedents nationwide.

13 22. In our opinion, throughout the Action, proposed Class Representatives
14 G.E., Donald Hatch, Bradley Anderson, Daniel Martinez, Lorenzo Montoya, and
15 Elizabeth Orozco-Preza (“Proposed Class Representatives”) did everything they could
16 to represent the interests of the Class. They provided extensive information regarding
17 the harm they suffered as a result of the Data Breach, including providing all necessary
18 paperwork and documents. The Proposed Class Representatives participated in this
19 litigation from its inception through settlement discussions, promptly responding to
20 attorney inquiries for further information and communicating with our firms to remain
21 up to date on the status of the litigation. The Proposed Class Representatives also
22 reviewed and approved documents including the Complaint and approved the terms of
23 the Settlement and reviewed and approved the Settlement Agreement. We also believe
24 the Proposed Class Representatives will continue to act in the best interests of the other
25 Class Members. There are no conflicts between the Proposed Class Representatives and
26 the Settlement Class. See Declarations of Proposed Class Representatives G.E., Donald

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28 JOINT DECLARATION OF PROPOSED CLASS COUNSEL YANA HART,
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1 Hatch, Bradley Anderson, Daniel Martinez, Lorenzo Montoya, and Elizabeth Orozco-
2 Preza.

3 23. The per capita value of the Settlement Remainder across the entire
4 Settlement Class of 387,555 members is estimated to be \$7.61. However, the pro rata
5 share of payments to class members are expected to be between \$21-\$49 per Non-
6 California Claimant and \$43-\$98 per California Claimant, at 10% and 5% claims rate
7 respectively, which represents a reasonably expected range based on historical claims
8 participation in comparable data breach class actions.

9 24. Based on the facts of this matter, the Settlement, and their experience,
10 Class Counsel anticipates the claims rate will be between 5% to 10%, which is
11 consistent, if not greater, than other similar data breach settlements.

12 25. Other data privacy settlements have resulted in the following claims rates:

Case Title	Approx. Class Size	No. of Claims	Claims Rate
<i>Adlouni v. UCLA Health Systems Auxiliary, et al.</i> , BC589243 (Cal. Super. Ct.)	4,500,000	108,736	2.4%
<i>Cochran, et al. v. The Kroger Co. et al.</i> , No. 5:21-cv-01887-EJD (N.D. Cal.)	3.78M	86,390	2.3%
<i>21st Century Oncology Customer Data Security Breach Litig.</i> Case No. 16-md-2737-MSS-AEP (M.D. Fla.)	2.2M	54,759	2.5%
<i>Kesner, et al. v. UMass Mem'l Health Care, Inc.</i> , No. 2185-cv-01210 (Mass. Super. Ct.)	208,325	6,333	3%
<i>Harbour, et al. v California Health & Wellness Plan, et al.</i> , No. 5:21-cv-03322-EJD (N.D. Cal.)	1.40M	35,257	2.5%

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1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	<i>In re Fitzgibbon Hospital Data Security Incident Litig.</i> , 23SA-CV00020 (Mo. Cir. Ct.)	112,072	805	.7%
	<i>In re Forefront Dermatology Data Breach Litig.</i> , No. 21-cv-887 (E.D. Wis.)	2.4M	35,349	1.4%

26. Stiiizy has agreed to provide the Settlement Administrator with all available Class Member email addresses as well as physical mailing addresses. Notice of the Settlement will be sent by email, when available. For those who do not have a valid email address, or where the email bounces back, notice will be sent via U.S. mail whenever available.

27. Class Counsel have agreed to a fee allocation and will distribute it accordingly, if approved by the Court. Class Counsel will make supporting documentation available to the Court *in camera* upon request.

28. Notice of any changes to the Final Fairness Hearing and notice of entry of final judgment promptly will be indicated on the Settlement Website.

CLASS COUNSEL’S EXPERIENCE

29. Proposed Class Counsel are lawyers deeply experienced in prosecuting class action litigation, including consumer class actions, privacy cases, and thus are qualified to serve as lead counsel on behalf of the Settlement Class.

30. **Clarkson Law Firm, P.C.** Yana Hart individually attests as to matters set forth in this paragraph;

a. I am a partner at Clarkson, and director of Clarkson’s Data Privacy Litigation Department, spearheading cutting-edge privacy cases. I have litigated complex consumer class actions for nearly a decade, including data breach and data misuse cases involving highly sensitive medical, financial, and personal information. Examples of such cases include:

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In re SAG-AFTRA Health Data Breach Litigation, No. 2:24-CV-10503-MEMF-JPR (Clarkson appointed as Co-Lead Class Counsel in data breach class action involving sensitive medical information);

Baton et al. v. Ledger SAS et al., No. 21-17036, 2022 WL 17352192 (9th Cir. 2022) (obtaining a reversal of a district court’s dismissal of data breach action on jurisdictional grounds, and subsequently obtaining a denial of a motion to dismiss on the merits);

M.M., et al. v. Los Angeles Unified School District, No. 22STCV37822 (Super. Ct. L.A. County Feb. 28, 2023) (obtaining order overruling demurrer of vendor defendant as co-lead counsel in a data breach involving minors’ medical and other sensitive records);

C.M., et al. v. MarinHealth Medical Group, Inc., No CV0002218 (Super. Ct. Marin County November 13, 2025)) (litigating against different medical entities in a privacy misuse, with final approval granted for \$3,000,000 class settlement granted);

Saeedy, et al., v. Microsoft Corporation (County of King, WA 2024) (litigating surreptitious tracking of users’ internet browsing activity; defeating a motion to compel arbitration);

B.K. et al. v. Desert Care et al., No. 2:23-cv-05021-SPG-PD (C.D. Cal., Feb. 1, 2024) (defeating pleading challenges for critical claims involving medical disclosure of patient information);

Heather Heath, et al. v. Keenan & Associates, No. 24STCV03018 (Super. Ct. L.A. County, Feb. 2, 2024) (appointed Co-Lead Counsel and obtained final approval for \$14,000,000 class settlement in data privacy class action involving sensitive financial and medical information);

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Clarkson Law Firm, P.C. | 22525 Pacific Coast Highway, Malibu, CA 90265 | P: (213) 788-4050 | F: (213) 788-4070 | clarksonlawfirm.com

1 *B.K., et al. v. Eisenhower Medical Center, No. : -cv- -JDB*
2 (C.D. Cal, October 20, 2025) (Bernal, J.) (final approval granted for data
3 privacy class action settlement where Ms. Hart was appointed as Interim
4 Co-Lead Counsel);

5 *Hasson v. Comcast Cable Communications, LLC, 2:23-cv-05039-JMY*
6 (E.D. Pa. 2023) (Clarkson is appointed to the Plaintiffs’ Executive
7 Committee of an MDL data breach class action, recently granted
8 preliminary approval, involving disclosure of individuals’ names,
9 usernames, passwords, partial SSN, security questions and answers, and
10 other PII);

11 *In re: Samsung Customer Data Security Breach Litigation, 1:23-md-*
12 *03055-CPO-EAP* (Clarkson was appointed to the Plaintiffs’ executive
13 committee of the MDL data breach involving disclosure of sensitive
14 information of millions of Americans).

15 b. I have been personally appointed to numerous leadership positions in data
16 breach and privacy cases. *See In Re: PowerSchool Holdings Customer Security Breach*
17 *Litigation, No. 3:25-cv-3149* (S.D. Cal. 2025) (Ms. Hart appointed to Plaintiffs’
18 Steering Committee in nationwide data privacy case involving disclosure of private
19 information of 50 million students and 10 million teachers.); *see also Rouillard et al. v.*
20 *SAG-AFTRA Health Plan, 2:24-cv-10503* (C.D. Cal. 2025) (Ms. Hart appointed Interim
21 Co-Lead Counsel in data privacy class action); *In re Dropbox Sign Data Breach*
22 *Litigation, No. 4:24-cv-02637-JSW, Dkt. 41* (N.D. Cal. Oct. 9, 2024) (Ms. Hart
23 appointed as Co-Lead Class Counsel in a data breach case involving disclosure of
24 sensitive and private information).

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1 c. In addition to privacy cases, I have a substantial background in litigating
2 complex class and individual actions on behalf of consumers across the nation. I have
3 litigated hundreds of complex matters on both an individual and collective basis in
4 matters involving privacy, identity theft, false advertising, and other consumer-related
5 statutes under state and federal laws. *See e.g., Gunaratna v. Dennis Gross Cosmetology*
6 *LLC*, No. CV 20- 2311-MWF (GJSx), 2023 WL 5505052, at *24 (C.D. Cal. Apr. 4,
7 2023) (after arduous three-plus year litigation led by Ms. Hart, the court in granting a
8 contentious class certification stated, “it is clear to the Court that [Ms. Hart along with
9 her team] are experienced, knowledgeable, and competent; that they will zealously
10 advocate on behalf of the class; and that they will dedicate substantial time and
11 resources to litigating this action.”); *see also Kandel, et. al., v. Dr. Dennis Gross*
12 *Skincare, LLC*, No. 1:23-cv-01967-ER (S.D.N.Y. 2024) (obtaining final approval on
13 behalf of the nationwide class in a false labeling case resulting in a nearly 24% claims
14 rate, and a recovery of 70% of an average purchase price of the products); *Prescod v.*
15 *Celsius Holdings, Inc.*, No. 19STCV09321 2021 WL 5234499, at *27 (Aug. 2, 2021)
16 (successfully opposing two appellate writs in favor of consumers resulting in a
17 nationwide settlement before Hon. Kenneth Freeman); *Salazar v. Target Corporation*,
18 83 Cal.App.5th 571 (2022) (obtaining a reversal on appeal of an order sustaining a
19 demurrer).

20 d. A copy of Clarkson Law Firm’s firm resume is attached hereto as Exhibit
21 B.

22 e. In sum, I have and continue to zealously advocate a developed profile of
23 privacy cases, ranging from data privacy, data misuse, unlawful data tracking, and data
24 breaches, in addition to many other types of consumer class actions. Clarkson’s breadth
25 of experience in the prosecution of class actions, including data breach and privacy
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JOINT DECLARATION OF PROPOSED CLASS COUNSEL YANA HART,
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1 lawsuits such as this action, renders it adequate to represent the proposed Settlement
2 Class.

3 f. This experience demonstrates that we are well-qualified to serve as
4 Settlement Class Counsel in this matter along with co-counsel.

5 31. Bryan P. Thompson individually attests as to matters set forth in this
6 Paragraph:

7 a. I am a Counsel at Clarkson Law Firm, with a primary focus on data privacy
8 and complex class action litigation. For over a decade, I have litigated complex
9 consumer class actions, including numerous data breach and data misuse cases
10 involving highly sensitive medical, financial, and personal information.

11 b. My experience in consumer privacy is extensive. I was appointed to the
12 Plaintiffs’ Steering Committee (“PSC”) for the *In Re: TikTok: In App Brower*
13 *Multidistrict Litigation* (MDL 2948-A, 24-cv-2110, N.D. Ill). In finding the committee
14 and Mr. Thompson’s appointment to the committee sufficient, Judge Pallmeyer found
15 that “[a]ll of the proposed PSC members’ written submissions and oral presentations
16 demonstrate that they are capable and experienced attorneys who will responsibly and
17 fairly represent all Plaintiffs in the putative classes.” *In Re: TikTok: In App Browser*
18 *Multidistrict Litigation*, Dkt. 2, pg. 2). *See also B.K., et al. v. Eisenhower Medical*
19 *Center*, No. 5:23-cv-02092-JDB (C.D. Cal Oct. 12, 2023) (appointed counsel for
20 settlement class in data privacy class action settlement); *C.M., et al. v. MarinHealth*
21 *Medical Group, Inc.*, No CV0002218 (Super. Ct. Marin County November 13, 2025)
22 (same).

23 c. I am a Certified Information Privacy Professional (“CIPP/US”) through
24 the International Association of Privacy Professionals. I regularly present continuing
25 legal education courses on consumer law and consumer protection litigation, and have
26 held leadership positions in legal and consumer-focused groups, both locally and
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1 nationally. These include having served as Illinois State Chair of the National
2 Association of Consumer Advocates, serving on the National Association of Consumer
3 Advocates Ethics and Judicial Committees, Chair of the Chicago Bar Association
4 Consumer Law Committee, appointments to the Illinois State Bar Association
5 Committees on the Delivery of Legal Services, Section Council on Information and
6 Privacy Security, and election to the Illinois State Bar Association Assembly. I have
7 been recognized by SuperLawyer as a “Rising Star” or “Super Lawyer” every year since
8 2021 and named as one of Lawdragon’s 500 Leading Plaintiff Consumer Lawyers for
9 2026.

10 d. I have served as counsel or lead counsel in hundreds of consumer
11 protection cases, primarily focusing on federal and state consumer protection statutes,
12 and other areas of commercial and consumer litigation, both individually and on a class-
13 wide basis.

14 32. **Cotchett, Pitre & McCarthy LLP** Thomas E. Loeser individually
15 attests as to matters set forth in this Paragraph:

16 a. I specialize in representing consumers in privacy and complex technology-
17 related class actions. See Exhibit C, CPM Resume. I am an AV Preeminent rated
18 SuperLawyer and member of Lawdragon’s 500 Leading Plaintiff Consumer Lawyers
19 *and* 500 Leading Plaintiff Financial Lawyers. I am a 26-year technology lawyer with
20 high-tech bona fides. I obtained a technology MBA and worked in the technology
21 industry, including coding for the Treasury at Microsoft and at the Hewlett-Packard
22 Company, before attending Duke Law School. I began his legal career as a technology
23 lawyer in Silicon Valley.

1 b. In 2002, I became an AUSA in Los Angeles and then joined the Cyber and
2 IP Crimes Section. I received years of training in the investigation and prosecution of
3 hacking, computer intrusion, fraud, malware, and data breach cases. I have a deep
4 understanding of the technological parameters of a data breach and I have applied that
5 knowledge working on civil data breach cases for over 20 years. My unique experience
6 working closely within government and in civil practice at the forefront of the cyber-
7 war gives insight that will benefit the class.

8 c. I have succeeded in highly technical class cases, including the Dieselgate
9 litigation, where I spearheaded expert work on the software used to cheat emissions
10 tests. Other notable appointments include *In re: T-Mobile I and II*, *In re: AT&T*, and
11 *Sheikh v. Tesla*. The Tesla case centered on complex automated driving software. At
12 final approval of a complex settlement, Judge Beth Labson Freeman remarked on the
13 record:

14 I will reiterate that Class Counsel has demonstrated over many
15 years, superior experience and capability in handling class
16 actions of this sort. It's not simple, you make it look easy, and
17 that is the art of what you do, Mr. Loeser, and the Court certainly
18 appreciates the good work in this case, and in recognition of the
19 many cases that your firm has handled over the years.¹

20 d. My expertise in technology and law has led to many speaking engagements
21 across the country and in Europe. Recent engagements include speaking on The Future
22 of Privacy Cases at the Class Action Mega Summit in Santa Monica, Class Action
23 Litigation in the Digital Age at Perfect Law Global Class Actions and Mass Torts
24 Conference in London, and I chaired Privacy, Data and Tech: The New Frontier of Class
25 Actions at the Class Actions and Mass Torts Conference in Florence, Italy. In February
26 2026, I was a panelist at the Bolch Judicial Institute's McGovern Symposium at Duke
27 Law.

28 ¹ *Sheikh v. Tesla, Inc.*, No. 5:17-cv-02193 (N.D. Cal.) (Oct. 17, 2018 Hr'g Tr. at 12).

1
2 We declare, under penalty of perjury under the laws of the State of California,
3 that the foregoing is true and correct.

4 Executed this April 9, 2026, in San Diego, California.

5
6 /s/ Yana Hart

7 Yana Hart

8 Executed this April 9, 2026, in Chicago, Illinois.

9
10 /s/ Bryan P. Thompson

11 Bryan P. Thompson

12 Executed this April 9, 2026, in Seattle Washington.

13
14 /s/ Thomas E. Loeser

15 Thomas E. Loeser

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JOINT DECLARATION OF PROPOSED CLASS COUNSEL YANA HART,
BRYAN P. THOMPSON, AND THOMAS E. LOESER IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT

E HIBIT A

*IN RE THUY INC. DATA EACH
SECURITY LITIGATION*

Case No. 2:25-cv-00490-GW-SSC

Settlement Agreement

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement, dated April 1, 2026, is entered into by and between Plaintiffs G.E., Donald Hatch, Bradley Anderson, Daniel Martinez, Lorenzo Montoya, and Elizabeth Orozco-Preza, (collectively “Plaintiffs”), individually and on behalf of the Settlement Class, and STIIIZY, Inc. (“Stiiizy” or “Defendant”) and, together with Plaintiffs, the (“Settling Parties”). This Agreement is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle all of the Released Claims, as defined below, upon and subject to the terms and conditions hereof, and subject to the Court’s approval.

RECITALS

WHEREAS, between January 17, 2025, and January 22, 2025, four separate class actions were filed against Defendant in the United States District Court for the Central District of California (“Court”);

WHEREAS, on January 17, 2025, the Plaintiff in *Bradley Anderson v. Stiiizy, Inc.*, 2:25-cv-00420-GW-SSC filed a voluntary dismissal of that case;

WHEREAS, on February 27, 2025, Plaintiff’s Counsel in *G.E. v. Stiiizy, Inc.*, 2:25-cv-00490-GW-SSC and *Krauth v. Stiiizy, Inc.*, 2:25-cv-00517-GW-RAO filed a motion with the Court requesting that the Court consolidate the three remaining cases and appoint Yana Hart of Clarkson Law Firm, P.C. and Thomas E. Loeser of Cotchett Pitre & McCarthy LLP, as Interim Co-Lead Counsel;

WHEREAS, on April 14, 2025, the Court consolidated the three remaining cases (“First Consolidated”) for all purposes, and appointed Yana Hart and Thomas E. Loeser as Interim Co-Lead Counsel;

WHEREAS, on May 20, 2025, Defendant removed a related case (“Removed Case”) from the Superior Court of Los Angeles to the Court. Prior to removal several cases had been consolidated into the Removed Case;

WHEREAS, on July 3, 2025, Plaintiffs in the First Consolidated Cases, along with select Plaintiffs from the Removed Case, filed a Consolidated Class Action Complaint (“CCAC”), asserting claims against Defendant as follows:

On behalf of a nationwide class for: Violation of the California Confidentiality of Medical Information Act (“CMIA”), Negligence, Invasion of Privacy, Breach of Implied Contract, Unjust Enrichment, and Declaratory Judgement and Injunctive Relief under the Declaratory Judgement Act (“DJA”).

On behalf of a California subclass for: Violation of the California Unfair Competition Law (“UCL”), Violation of the California Consumer Privacy Act (“CCPA”), Violation of the California Consumer Legal Remedies Act (“CLRA”), and Violation of the California Customer Records Act (“CCRA”);

WHEREAS, on August 7, 2025, the Settling Parties stipulated to consolidate (and the Court so ordered) all remaining cases into one action titled *In Re: STIIIZY Inc., Data Breach Security Litigation* (MCF No. 2:25-cv-00490), and to adopt the July 3, 2025, filed CCAC as the Operative Complaint;

WHEREAS, on November 17, 2025, the parties participated in a mediation with respected mediator, Jill Sperber of Judicate West, and they reached a settlement in principle shortly thereafter with the assistance of Ms. Sperber;

WHEREAS, on November 24, 2025, the parties filed a Joint Post-Mediation Case Status Report, wherein they notified the Court of reaching a settlement in principle, and Plaintiffs also notified the Court of their intent to file a motion for preliminary approval of the settlement on or before February 20, 2026, which was continued by Court order to April 3, 2026;

WHEREAS, by executing this Agreement, the parties intend to settle and dispose of the Action, fully and completely, both individually and on a classwide basis, as more fully set forth in this Agreement;

WHEREAS, the Court will be asked to certify for settlement purposes only, in accordance with the terms of this Agreement, a Nationwide Settlement Class, and California Subclass, as defined below;

WHEREAS, for settlement purposes only, Stiiizy agrees not to oppose certification of a Nationwide Class preliminarily defined as, “All persons whose Private Information was accessed, compromised, or stolen in the Data Security Incident announced by Defendant on or about January 7, 2025” and a California Subclass defined as, “All persons who were citizens of California when doing business with Defendant, whose Private Information was accessed, compromised, or stolen in the Data Security Incident announced by Defendant on or about January 7, 2025;”

WHEREAS, Stiiizy represents that it caused notice of the Data Security Incident to be sent, via direct mail and/or electronically, to 387,555 individuals, of which 232,578 were California residents at the time of the Data Security Incident;

WHEREAS, Plaintiffs and Defendant, through their respective counsel, have thoroughly analyzed both the underlying events and claims alleged in the Action and the potential defenses thereto;

WHEREAS, the mutual costs, risks, and hazards of continuing to prosecute and defend the Action have led Plaintiffs and Defendant to resolve the matter by way of settlement;

WHEREAS, Plaintiffs’ Counsel believe this settlement is fair, reasonable, and adequate and in the best interests of the Plaintiffs and all members of the Settlement Class, taking into account the benefits of the settlement and the risks and delay of further litigation, and considering the strengths and weaknesses of Plaintiffs’ claims and Defendant’s defenses, and considering Stiiizy’s finances;

WHEREAS, Defendant has denied and continues to deny each and every claim and contention alleged in the Action. Stiiizy asserts that it has complied with all applicable provisions of federal and state statutory and common law;

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the Settling Parties, that, subject to the approval of the Court, the Action and Released Claims shall be fully and finally settled, compromised, and released, on the following terms and conditions:

I. DEFINITIONS

1.1 “**Action**” means the litigation *IN RE: STIIIZY INC., DATA BREACH SECURITY LITIGATION* Case No. 2:25-cv-00490-GW-SSC (C.D. Cal.), which is pending before the Court as of the date of this Agreement.

1.2 “**Agreement**” or “**Settlement Agreement**” means this settlement agreement.

1.3 “**Claims Administration**” means the issuing of notice of this settlement to Class Members, the receipt and processing of any opt-outs and/or objections and the processing and payment of Settlement Claims received from Settlement Class Members by the Claims Administrator.

1.4 “**Claims Administrator**” means Eisner Advisory Group, LLC (“EAG”), which is experienced in administering class action claims generally and specifically those of the type provided for and made in data breach litigation.

1.5 “**Claims Deadline**” means the postmark and/or online submission deadline for valid Settlement Claims submitted pursuant to ¶ 2 below. The Claims Deadline is seventy five (75) days after the Notice Commencement date.

1.6 “**Claim Form**” means the claim form to be used by Settlement Class Members to submit a Settlement Claim, either through the mail or online through the Settlement Website, substantially in the form as shown in **E i t A**.

1.7 “**Claimant**” means a Settlement Class Member who submits a valid Claim Form for a Settlement Payment.

1.8 “**Class Mem ers**” means all persons who are part of the Nationwide Class (including members of the California Subclass), with the Nationwide Class defined as, “All persons whose Private Information was accessed, compromised, or stolen in the Data Security Incident announced by Defendant on or about January 7, 2025,” and a California Subclass defined as, “All persons who were residents of California when doing business with Defendant, whose Private Information was accessed, compromised, or stolen in the Data Security Incident announced by Defendant on or about January 7, 2025.” 387,555 individuals were notified of the breach, of which an estimated 232,578 were California residents at the time of the Data Security Incident.

Excluded from the Class are officers and directors of Defendant, Class Counsel, the presiding judges, and any members of the presiding judges' immediate family and judicial staff.

1.9 “**Costs of Claims Administration**” means all actual reasonable costs and expenses associated with or arising from Claims Administration. The Claims Administrator shall, from the Settlement Fund, pay all Costs of Claims Administration subject to approval by Class Counsel.

1.10 “**Court**” means the United States District Court for the Central District of California.

1.11 “**Data Security Incident**” means the data breach disclosed by Defendant on or around January 7, 2025, which is the subject of this Action.

1.12 “**Effective Date**” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys' fees award, expenses reimbursed, or service awards made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.13 “**Email Notice**” means the email that will direct recipients to the Settlement Website and inform Class Members of, among other things, the Claims Deadline, the Opt-Out Date and Objection Date, and the date of the Final Fairness Hearing, substantially in the form as shown in **Exhibit B**.

1.14 “**Final Approval of the Settlement**” means an order and judgment that the Court enters and that finally approves the Settlement Agreement without material change to the Settling Parties' agreed-upon proposed Final Approval Order and Judgment substantially in the form as shown in **Exhibit C**.

1.15 “**Final Fairness Hearing**” means the hearing where the Settling Parties will request the Final Approval of the Settlement, where objections to the Settlement may be heard, and where Class Counsel will request that the Court approve the attorneys' fees and expense award, and the service awards.

1.16 “**Judgment**” means a judgment rendered by the Court.

1.17 “**Long Notice**” means the long form notice of settlement to be posted on the Settlement Website, substantially in the form as shown in **Exhibit D**.

1.18 “**Notice Commencement Date**” means thirty (30) days following entry of the Preliminary Approval Order.

1.19 “**Notice Plan**” means steps taken by the Claims Administrator to notify Class Members of the settlement as set forth below.

1.20 “**Objection Date**” means the date by which Settlement Class Members must provide the Claims Administrator with their objection to the Settlement Agreement, consistent with ¶ 7.1, for that objection to be effective. The Objection Date is sixty (60) days after the Notice Commencement Date.

1.21 “**Opt Out Date**” means the date by which Class Members must mail their requests to be excluded from the Settlement Class for that request to be effective. The postmark or email receipt date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date is sixty (60) days after the Notice Commencement Date.

1.22 “**Person**” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assigns.

1.23 “**Preliminary Approval Order**” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to Class Members, entered in a format the same as or substantially similar to that of the Proposed Preliminary Approval Order attached hereto as **Exhibit E**.

1.24 “**Proposed Settlement Class Counsel**” and “**Class Counsel**” mean the following counsel:

Yana Hart
CLARKSON LAW FIRM, P.C.
22525 Pacific Coast Highway
Malibu, CA 90265

Thomas E. Loeser
COTCHETT, PITRE & McCARTHY, LLP
840 Malcolm Road
Burlingame, CA 94010

1.25 “**Released Claims**” shall collectively mean any and all past, present, and future claims, causes of action, lawsuits, set-offs, costs, expenses, attorneys’ fees, losses, rights, demands, charges, complaints, actions, suits, petitions, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, matured or unmatured, in law or equity, and any other form of legal or equitable relief that either has been asserted, or could have been asserted by any member of the Settlement Class against Released Persons, based on, relating to, or arising out of the Data

Security Incident. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the Settlement contained in this Settlement Agreement and shall not include the claims of Class Members who have timely excluded themselves from this Settlement using the protocol described herein. For avoidance of doubt, “Released Claims” does not include bodily injury claims. But it does include claims of psychological harms and emotional distress based on, relating to, or arising out of the Data Security Incident.

Class Members also waive all unknown claims based on, relating to, or arising out of any of the legal, factual, or other allegations made in the CCAC, or any legal theories that could have been raised based on the allegations of the CCAC.

The Settling Parties, but not the Class Members, also agree to the broadest general waiver of unknown claims under Section 1542 of the Civil Code of the State of California and any similar laws of any state, jurisdiction, or territory as it relates to the subject matter of the releases in this Agreement. Each of the Settling Parties understands that the facts in respect to which the general release made in this Agreement is given may hereafter turn out to be other than or different from the facts in connection therewith now known or believed by such party to be true; and each of the Settling Parties hereby accepts and assumes the risk of the facts turning out to be different, and agrees that this Agreement shall be, and remain in all respects, effective and not subject to termination or rescission by virtue of any such difference in facts. Said Section 1542 reads as follows: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement. with the debtor or released party.”

1.26 **“Released Persons”** means Defendant and any and all of its respective past, present, and future officers, directors, employees, agents, attorneys, advisors, owners, direct and indirect parent corporations, direct and indirect subsidiary corporations, brother or sister corporations, divisions, insurers, reinsurers, shareholders, CV Wellness (dba “Authentic 209”), subrogees and the predecessors, successors, and assigns of any of the foregoing.

1.27 **“Settlement Claim”** means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.28 **“Settlement Class Mem er s ”** means Class Members who do not timely and validly opt-out of the Agreement by excluding themselves from this settlement proceeding using the protocol described herein.

1.29 **“Settlement Class Re resentati es”** or **“Re resentati e Plaintiffs”** means G.E. Donald Hatch, Bradley Anderson, Daniel Martinez, Lorenzo Montoya, and Elizabeth Orozco-Preza.

1.30 “**Settlement Fund**” shall mean the fund established by Stiiizy pursuant to ¶ 2.1 of this Agreement, in the amount of \$2,950,000.

1.31 “**Net Settlement Fund**” shall mean the portion of the Settlement Fund remaining after deduction of court-approved attorneys’ fees, notice and administration costs, and service awards.

1.32 “**Settling Parties**” means, collectively, Defendant and Plaintiffs, individually and on behalf of the Settlement Class Members.

1.33 “**Settlement Website**” means a website, the URL for which will be mutually selected by the Settling Parties, that will inform Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information, as well as provide the Class Members with the ability to submit a Settlement Claim online.

1.34 “**Short Notice**” means the short form notice of the proposed class action settlement, substantially in the form as shown in **Exhibit F**, that the Claims Administrator shall disseminate to Class Members by mail who are not reachable by the Email Notice.

1.35 “**United States**” as used in this Settlement Agreement includes all 50 states, the District of Columbia, and all territories.

1.36 “**Valid Claims**” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or dispute resolution process, as set forth below, or through the process for review and challenge set forth in the section entitled, “Administration of Claims.”

II. SETTLEMENT CLASS BENEFITS

2.1 **Settlement Fund.** Within thirty (30) days of the Court’s entry of the Preliminary Approval Order, Defendant will fund a non-reversionary cash settlement fund in the amount of \$750,000 for the benefit of Settlement Class Members (the “Settlement Fund”), and shall be maintained as a qualified settlement fund pursuant to Treasury Regulation 1.468 B-1, *et seq.* The Settlement Fund will be used to pay for: (i) reimbursement for Documented Losses; (ii) Cash Fund Payments in the form of cash benefits for all Settlement Class Members; (iii) costs of notice and claims administration; (iv) credit monitoring and insurance services, (v) service awards; and (vi) attorneys’ fees and litigation expenses. In addition to the \$750,000 initial payment noted above, Defendant will make the following two payments to the Settlement Fund: (1) \$1,100,000 by August 26, 2026, or 30 days after the Court’s entry of the Preliminary Approval Order, whichever is later; and (2) \$1,100,000 by September 30, 2026, or 30 days after the Court’s entry of the Preliminary Approval Order, whichever is later.

2.2 Class Members who submit valid and timely Claim Forms have the option to choose, in addition to the Credit Monitoring and Insurance Services (“CMIS”) benefits, either a pro rata cash payment or a Documented Loss claim. For Class Members who submit a Documented Loss claim, if the claim is denied, they will automatically be treated as having submitted a claim for pro rata cash payment.

2.3 Reimbursement for Documented Losses. Class members may submit a Claim Form for Documented Losses up to \$7,500.00 per individual.

- a) “Documented Losses” are unreimbursed out-of-pocket costs or expenditures incurred by a Class Member that are reasonably related to the Data Security Incident. Documented Losses may include, without limitation, the following: (1) unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Class Member’s personal information; (2) other miscellaneous expenses incurred related to any Documented Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (3) credit monitoring or other mitigative costs that were incurred on or after October 10, 2024 (or the earliest verifiable date the Data Security Incident occurred) through the date of the Settlement Class member’s claim submission.
- b) Settlement Class Members who elect to submit a claim for reimbursement of documented losses must provide to the Claims Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member’s name and current address; (2) reasonable documentation supporting their claimed losses (such as receipts, account statements, or other third-party records); and (3) a brief explanation describing the claimed loss, if the nature of the loss is not apparent from the documentation alone. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation. Failure to provide such supporting documentation, as requested on the Claim Form, shall result in denial of a Documented Loss claim.
- c) If the award for a Settlement Class Member claiming Documented Losses would for any reason be less than the pro rata Cash Fund Payment that would otherwise be awarded under ¶¶ 2.4 and 10.3, below, the Class member will be awarded the larger amount.

- d) If Settlement Claims for Documented Losses exhaust the Settlement Fund, then the amounts to be paid shall be reduced pro rata such that Stiiizy's maximum amount to be paid does not exceed the non-reversionary Settlement Fund.

2.4 Pro Rata Cash Fund Payment. In the alternative to the Documented Loss Claim, Settlement Class Members may choose to receive a *pro rata* share of the Net Settlement Fund. Settlement Class Members can submit a Claim Form and receive a "Cash Fund Payment" which will be calculated as set forth below in ¶ 10.3.

2.5 Credit Monitoring and Insurance Services. In addition to electing one of the above Settlement Payments in ¶ 2.3 or 2.4, Settlement Class Members may elect to receive two years of the CMIS. This will include Credit Monitoring, Fraud Consultation, and Identity Theft Restoration services. A Participating Settlement Class Member who chooses CMIS and already maintains a credit monitoring service may elect to defer their enrollment in the CMIS for a period of 12 months for no additional charge. The CMIS will include the following services to be provided to each Participating Settlement Class Member who chooses the CMIS: (i) up to \$1 million dollars of identity theft insurance coverage and (ii) three-bureau credit monitoring providing notice of changes to the Participating Settlement Class Member's credit profile.

2.6 Equitable Relief: For a period of at least three years following the execution of this Settlement Agreement, Defendant agrees to implement certain business practices described in a confidential declaration to be provided by Defendant to Class Counsel in advance of the filing of the Preliminary Approval Motion which, will be available to be filed under seal if the Court directs the Settling Parties to do so. These business practice changes include substantial improvements to Defendant's IT infrastructure, cyber security, and privacy policies and procedures that are intended to improve the privacy and security of Defendant's customers' and Class Members' information.

2.7 Claim Forms. Settlement Class Members seeking reimbursement under ¶ 2.4 must complete and submit to the Claims Administrator a Claim Form in a form substantially similar to the one attached as **E i it A**, postmarked, emailed, or submitted online on or before the Claims Deadline. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief. Notarization will not be required.

2.8 Residual Funds / Pro Rata Reduction. In the event that compensation for Losses, Cash Fund Payments, Costs of Claims Administration, service awards to Class Representatives, and attorneys' fees and litigation expenses do not exhaust the Settlement Fund, the Settling Parties shall meet and confer regarding the appropriate use of such residual funds, including the possibility of using residual funds for additional Settlement Class Member benefits, if practicable, or whether any such funds shall be paid to a *cy pres* recipient approved by the Court.

2.9 Validity of Claims. The Claims Administrator, in its discretion to be reasonably exercised, will determine whether: (1) the Claimant is a Settlement Class Member; (2) the Claimant has provided all information needed to complete the Claim Form, including any documentation and/or attestation that may be necessary to reasonably support the Documented Losses described in ¶ 2.3. The Claims Administrator may, at any time, request from the Claimant, in writing, additional information as the Claims Administrator may reasonably require in order to evaluate the Settlement Claim (e.g., documentation requested on the Claim Form or information regarding the claimed losses). For any such Settlement Claims that the Claims Administrator determines to be implausible, the Settlement Claims will be deemed invalid.

2.9.1 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the Settlement Claim is facially valid, the Claims Administrator shall request additional information and give the Claimant thirty (30) days to cure the defect before rejecting the Settlement Claim. If the defect is not cured, then the Settlement Claim will be deemed invalid and there shall be no obligation to pay the Settlement Claim for Documented Losses.

2.9.2 Following receipt of additional information requested by the Claims Administrator, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount, or reject each Settlement Claim. If, after review of the Settlement Claim and all documentation submitted by the Claimant, the Settlement Claim is determined to be invalid, then the Claims Administrator will report the results of its determination to counsel for the Settling Parties. Counsel for the Settling Parties shall have the right to review and obtain supporting documentation and challenge such reports, if they believe them to be inaccurate or inadequate. The Claims Administrator's determination of whether a Settlement Claim is valid shall be binding. For Class Members who submit a Documented Loss claim, if the claim continues to be denied, they will automatically be treated as having submitted a claim for pro rata cash payment.

III. CLASS CERTIFICATION

3.1 The Settling Parties agree, for purposes of this settlement only, to the certification of the Nationwide Class and California Subclass. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Nationwide Class and California Subclass provided for herein, will be vacated and the Action shall proceed as though the Nationwide Class and California Subclass had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Nationwide Class and California Subclass is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

IV. PRELIMINARY APPROVAL

4.1 As soon as practicable after the execution of the Settlement Agreement, Proposed Settlement Class Counsel and counsel for Stiiizy shall jointly submit this Settlement Agreement to the Court, and Proposed Settlement Class Counsel will file an unopposed motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in a form substantially similar to the one attached as **E i it E**, requesting, among other things:

- a) certification of the Nationwide Class and California Subclass for settlement purposes only pursuant to ¶ 3.1;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Proposed Settlement Class Counsel as Class Counsel;
- d) appointment of Plaintiffs as Settlement Class Representatives;
- e) approval of the Notice Plan, Short Notice, Email Notice, and Long Notice;
- f) approval of the Claim Form and claims process; and
- g) appointment of Eisner Advisory Group, LLC as the Claims Administrator.

4.2 The Email Notice, Long Notice, Short Notice, Claim Form, and any notices or documents required by the Class Action Fairness Act (“CAFA”), may be revised as agreed upon by the Settling Parties prior to submission to the Court for approval. The Claims Administrator will additionally assist in distribution of any notices or documents required by CAFA to the United States Department of Justice and to State Attorneys General, within ten (10) days after the Parties present this Agreement to the Court for Preliminary Approval. After Court approval, non-substantive revisions to these documents may also be made by the Parties prior to dissemination of notice.

V. NOTICE PLAN

5.1 The Settling Parties selected Eisner Advisory Group, LLC, to be the Claims Administrator, who will be charged with Claims Administration. The Claims Administrator shall, from the Settlement Fund, pay the entirety of the Costs of Claims Administration, including the costs of notice, subject to approval by Defendant’s counsel and Class Counsel.

5.2 The Notice Plan shall commence within thirty (30) days after entry of the Preliminary Approval Order and shall be completed within forty-five (45) days after entry of the Preliminary Approval Order.

5.3 Notice shall be provided to Class Members by the Claims Administrator as follows:

5.3.1 Class Member Information. No later than five (5) days after entry of the Preliminary Approval Order, Stiiizy shall provide the Claims Administrator with the name, last known physical address, telephone number, and email address of each Class Member to the extent known (collectively, “Class Member Information”). The Class Member Information and its contents shall be used by the Claims Administrator solely for the purpose of performing its obligations pursuant to this Settlement Agreement and shall not be used for any other purpose at any time. The Claims Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information, except to administer the settlement as provided in this Settlement Agreement or to provide all data and information in its possession to the Settling Parties upon request.

5.3.2 Settlement Website. Prior to the dissemination of notice, the Claims Administrator shall establish the Settlement Website that will inform Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines, and related information. The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Settlement Agreement; (v) the operative CCAC filed in the Action; and (vi) any other materials agreed upon by the Settling Parties and/or required by the Court. The Long Notice and Claim Form will also be available in Spanish on the Settlement Website. The Settlement Website shall provide Class Members with the ability to complete and submit the Claim Form electronically. The Settlement Website will additionally provide copies of relevant notices in both English and Spanish.

5.3.3 Email Notice and Short Notice. Within thirty (30) days following entry of the Preliminary Approval Order, the Claims Administrator shall commence the Notice Plan, including beginning to send the Email Notice to Class Members by email and the Short Notice by U.S. Mail to those Class Members for whom Defendant does not have an email address. The Email Notice and Short Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claims Deadline; the last day of the Opt-Out Period for 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 Fairness Hearing date; and the Settlement Website address at which Class Members may access this Agreement, the Long Notice, and other related documents and information. Class Counsel and Defendant’s counsel shall insert the correct dates and deadlines into the Email 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 Fairness Hearing changes, the Claims Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Class is required if the date or time for the Final Fairness Hearing changes.

5.3.4 Physical Address Traces. The Claims Administrator shall perform reasonable physical address traces for those Email Notices that experience a hard bounce-back or are otherwise identified as undeliverable, incorrect, or nonfunctional email addresses, or for those Short Notices that were originally transmitted via U.S. Mail but which were returned to the Claims Administrator as undeliverable without a forwarding address included. Those Settlement Class members whose physical addresses were identified will be sent a Short Notice via U.S. Mail no later than sixty (60) days before the original date set for the Final Approval Hearing.

5.3.5 Toll Free Help Line. A toll-free help line, with the ability to speak with a live operator, shall be made available to provide Class Members with information about the settlement. The Claims Administrator also will provide copies of the Long Notice, paper Claim Form, and this Settlement Agreement upon request.

5.3.6 Supplemental Media Notice. The Claim Administrator shall also implement a supplemental media notice including digital banner advertisements on websites likely to be visited by potential Class Members and distribution of press releases via PR Newswire and Hispanic Newline. The Claims Administrator may employ such other media as reasonably necessary to increase reach.

VI. OPT OUT PROCEDURES

6.1 Each Person wishing to opt out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box or email address established by the Claims Administrator. The written notice must clearly manifest a Person's intent to opt out of the Settlement Class. To be effective, written notice must be postmarked by the Opt-Out Date, or received if by email.

6.2 Persons who submit valid and timely notices of their intent to opt out of the Settlement Class, as set forth in ¶ 6.1 above, referred to herein as "Opt-Outs," shall not receive any benefits of or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Class who do not opt out of the Class in the manner set forth in ¶ 6.1 above shall be bound by the terms of this Settlement Agreement, Release, and Judgment entered thereon.

VII. OBJECTION PROCEDURES

7.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written objection by the Objection Date. Such objection shall state: (i) the objector's full name and address; (ii) the case name and docket number – *IN RE: STIIIZY INC., DATA BREACH SECURITY LITIGATION*, Case No. 2:25-cv-00490-GW-SSC (C.D. Cal.); (iii) information identifying the objector as a Class Member, including proof that the objector is a Class Member (e.g., copy of the objector's settlement notice, copy of original notice of the Data Security Incident, or a statement explaining why the objector believes he or she is a Class Member); (iv) a

written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (vii) the objector's hand-written signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection. To be timely, written notice of an objection that substantially complies with ¶ 7.1(i)–(vii) must be submitted to the Claims Administrator by either email or USPS mail, to an address indicated on the Notice and Website.

7.2 The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 7.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal and not through a collateral attack.

VIII. RELEASES

8.1 Upon the Effective Date, each Settlement Class Member, including Settlement Class Representatives, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Settlement Class Representatives, shall directly, indirectly, or in any representative capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in this Settlement Agreement as provided herein) in which any of the Released Claims is asserted. For avoidance of doubt, "Released Claims" does not include bodily injury claims. But it does include claims of psychological harms and emotional distress based on, relating to, or arising out of the Data Security Incident.

8.2 Upon the Effective Date, Stiiizy shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, the Settlement Class Representatives, the Settlement Class Members, and Proposed Settlement Class Counsel of all claims based upon the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims, except for enforcement of the Settlement Agreement. Any other claims or defenses Stiiizy may have against the Settlement Class Representatives, the Settlement Class Members, and Proposed Settlement Class Counsel including, without limitation, any claims based upon any retail, banking, debtor-creditor, contractual, or other business relationship with such Persons not based on the institution, prosecution, assertion, settlement, or resolution of the Action, are specifically preserved and shall not be affected by the preceding sentence.

8.3 Notwithstanding any term herein, Stiiizy shall not have, and shall not be deemed to have released, relinquished or discharged any claim or defense against any Person other than Representative Plaintiffs, each and all of the Settlement Class Members, or Proposed Settlement Class Counsel.

I . SERVICE AWARDS AND ATTORNEYS' FEES AND E PENSES

9.1 Subject to Court approval, the Representative Plaintiffs intend to seek a service award amount not to exceed \$2,500 per Representative Plaintiff, for a total of \$15,000. The Parties have no agreement on any service award for the Class Representatives, and Defendant reserves the right to object, if it chooses to do so.

9.2 Plaintiffs intend to seek an award of attorneys' fees not to exceed one-third (1/3rd) of the Settlement Fund (\$983,333). Defendant retains the right to oppose or object to any motion for attorneys' fees. Proposed Settlement Class Counsel shall also seek reasonable litigation expenses approved by the Court, currently estimated at \$30,000. Attorneys' fees and expenses awarded by the Court will be paid from the Settlement Fund. The Parties have no agreement on attorneys' fees and expenses and Defendant reserves the right to object to any Motion for Attorneys' Fees and Expenses if it chooses to do so. Proposed Settlement Class Counsel shall have sole discretion to allocate and distribute any Court-awarded attorneys' fees, costs, and expenses among themselves or other counsel involved in this action. Stiiizy bears no responsibility or liability relating to the allocation of the attorneys' fees and expenses among Proposed Settlement Class Counsel.

9.3 It is not a condition of this Settlement Agreement that any particular amount of attorneys' fees, costs, expenses, or service awards be approved by the Court. Any order or proceeding relating to the amount of any award of attorneys' fees, costs, expenses, or service payments, or any appeal from any order relating thereto, shall not operate to modify, terminate, or cancel this Settlement Agreement, or affect or delay the finality of the Final Approval Order and the Judgment.

9.4 Unless otherwise ordered by the court, the Claims Administrator shall, from the Settlement Fund, pay the attorneys' fees and expenses award approved by the Court, within fourteen (14) calendar days after the entry of Final Approval, notwithstanding any appeals. In the event the Final Approval of the Settlement or Judgment (or the order awarding attorneys' fees and expenses) is reversed, vacated, modified, and/or remanded for further proceedings, or otherwise disposed of in any manner other than one resulting in an affirmance, Class Counsel (or, as applicable, any and all successor(s) or assigns of their respective firms) shall within 15 Business Days of such event, (i) repay to the Claims Administrator, the full amount of attorneys' fees and expenses previously paid that corresponds to the reduction or reversal of the award, but such amount will not include any costs expended by the Claims Administrator as part of its duties already completed or expended. Each firm comprising Class Counsel shall be responsible only for

returning the portion of fees and expenses that it actually received. No interest shall be owed on any such repayment.

9.5 The Claims Administrator shall pay the Service Payments approved by the Court to the Class Representatives from the Settlement Fund, within thirty (30) days of the Effective Date, or within thirty (30) days of the date that the validity review is complete on all claims, whichever is later.

ADMINISTRATION OF CLAIMS

10.1 After the Court enters an order finally approving the Settlement, the Claims Administrator shall provide the requested relief to all Settlement Class Members that made valid and timely claims, subject to the individual caps on Settlement Class Member payments set forth in ¶¶ 2.3 and 2.4 above.

10.2 As soon as practicable after the Effective Date, the Claims Administrator will first apply the Net Settlement Fund to pay for CMIS claimed by Participating Settlement Class Members. If Net Settlement Funds remain after paying for the CMIS, the Claims Administrator will next use it to pay all Documented Loss Payments. The amount of the Net Settlement Fund remaining after all Documented Loss Payments are applied and the payments for the Credit Monitoring and Insurance Services are made shall be referred to as the “Post CM/DL Net Settlement Fund”.

10.3 Cash Fund Payments will be distributed pro rata from Post CM/DL Net Settlement Fund, based on Approved Claims, with California class members receiving double amount. Each Approved Claim submitted by a California resident will receive two shares, and each Approved Claim submitted by a non-California resident will receive one share.

The Claims Administrator shall administer and calculate the Settlement Claims submitted by Settlement Class Members under ¶¶ 2.2-2.4. Proposed Settlement Class Counsel and counsel for Stiiizy shall be given reports as to both Settlement Claims and distribution, and have the right to challenge the Settlement Claims and distribution set forth in the reports, including by requesting and receiving, for any approved Settlement Claim, the name of the Settlement Class Member, a description of the approved Settlement Claim, including dollar amounts to be paid as Documented Losses, and all supporting documentation submitted. If counsel for the Settling Parties agree regarding the disposition of any such Settlement Claim, the Claims Administrator shall follow counsel’s joint direction regarding the disposition of the Settlement Claim. If the Settling Parties cannot agree on the disposition of a Settlement Claim, the Settling Parties, upon the election of either Settling Party, will submit the Settlement Claim for disposition to a jointly agreed-upon impartial third-party claim referee for determination. The Claims Administrator’s determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the above right of review and challenge and the dispute resolution process set forth in ¶ 2.9.

10.4 Checks for Valid Claims shall be mailed and postmarked, and electronic payments shall be issued electronically, within thirty (30) days of the Effective Date, or within thirty (30) days of the date that the validity review is complete on all claims, whichever is later.

10.5 All Settlement Class Members who fail to timely submit a Settlement Claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

10.6 No Person shall have any claim against the Claims Administrator, Stiiizy, Proposed Settlement Class Counsel, Settlement Class Representatives, and/or Stiiizy's counsel based on distributions of benefits, or the denial of benefits, to Settlement Class Members.

10.7 The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation 1.468 B-1, and that the Claims Administrator, within the meaning of Treasury Regulation 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation (FDIC) at a financial institution determined by the Claims Administrator and approved by the Parties. Funds may be placed in a non-interest bearing account as may be reasonably necessary during the check clearing process. The Claims Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

10.8 All Taxes relating to the Settlement Fund shall be paid out of the Settlement Fund, shall be considered an Administrative Expense, and shall be timely paid by the Claims Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

I. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

11.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) The Court has entered the Preliminary Approval Order, as required by ¶ 4.1;
- b) The Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- c) Judgment has become Final, as defined in ¶ 1.12.

11.2 If all conditions specified in ¶ 11.1 hereof are not satisfied and the Effective Date does not occur, the Settlement Agreement shall be terminated unless Proposed Settlement Class Counsel and Stiiizy's counsel mutually agree in writing to proceed with the Settlement Agreement.

11.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Proposed Settlement Class Counsel and to Stiiizy's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List"). To the extent that the Claims Administrator later receives any Opt-Outs, it shall promptly notify Proposed Settlement Class Counsel and Stiiizy's counsel of the additional Opt-Outs, as well as their postmark date.

11.4 In the event that the Settlement Agreement is not approved by the Court or the settlement set forth in this Settlement Agreement is terminated in accordance with its terms, (a) the Settling Parties shall be restored to their respective positions in the Action, which shall include returning all remaining funds not expended by the Claims Administrator as part of the Notice Plan in the Settlement Fund to Stiiizy, and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Stiiizy shall be obligated to pay amounts already billed or incurred for costs of notice to the Class, Claims Administration, and dispute resolution pursuant to ¶ 5.1 above and shall not, at any time, seek recovery of same from any other party to the Action or from counsel to any other party to the Action. In the event any of the releases or definitions set forth in ¶¶ 1.25, 1.26, 8.1, or 8.2 are not approved by the Court as written, the Settlement Agreement shall be terminated and provisions (a) and (b) of this paragraph shall apply to the Settling Parties and this Agreement unless Proposed Settlement Class Counsel and Stiiizy's counsel mutually agree in writing to proceed with the Settlement Agreement.

II. MISCELLANEOUS PROVISIONS

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

12.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Action. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Action was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Action, except as set forth herein.

12.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement is or may be deemed to be or may be used as an admission of, or evidence of (i) the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

12.4 This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

12.5 This Settlement Agreement contains the entire understanding between Stiiizy and Plaintiffs individually and on behalf of the Settlement Class Members regarding the settlement of the Action, and this Agreement supersedes all previous negotiations, agreements, commitments, understandings, and writings between Stiiizy and Plaintiffs, including between counsel for Stiiizy and Class Counsel, in connection with the settlement of the Action. Except as otherwise provided herein, each Settling Party shall bear its own costs.

12.6 Proposed Settlement Class Counsel, on behalf of the Settlement Class, is expressly authorized by Plaintiffs to take all appropriate actions required or permitted pursuant to the Settlement Agreement to effectuate its terms, and also is expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class that they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

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

12.8 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

12.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties hereto.

12.10 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all Settling Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Settlement Agreement.

12.11 All dollar amounts are in United States dollars (USD).

12.12 Cashing a settlement check (paper or electronic) is a condition precedent to any Settlement Class Member's right to receive monetary settlement benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within ninety (90) days, after which time it is void." If a check becomes void, the Settlement Class Member shall have until six months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of monetary settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and Stiiizy shall have no obligation to make payments to the Settlement Class Member. The same provisions shall apply to any re-issued check. Request for re-issuance of checks must be made no later than six (6) months after the Effective Date. The Claims Administrator is not obligated to reissue checks after six (6) months their issuance.

12.13 All agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Settlement Agreement.

12.14 The proposed dates and deadlines for the Settlement Agreement are set out further in the Settlement Calendar, attached as Appendix A of the Settlement Agreement, which is incorporated herein.

12.15 A complete list of Exhibits identified for the Settlement Agreement are attached as Appendix B of the settlement agreement, which is incorporated herein.

This space is left intentionally blank.

IN WITNESS WHEREOF, the Settling Parties hereto have caused the Settlement Agreement to be executed.

FOR DEFENDANT:

Dated: 4/2/2026

Signed by:
Andy Kong
By 0C2A3603DF374AE...
Andy Kong
General Counsel


FOR DEFENDANT'S COUNSEL:

Dated: 4/2/2026

DocuSigned by:
Ekwan Rhow
By AAA4AC14DBE1401...
Ekwan E. Rhow
Bird Marella Rhow Lincenberg
Drooks & Nessim LLP

FOR PLAINTIFFS' COUNSEL, PLAINTIFFS, AND THE CLASS:

Dated: 04/08/2026

By  _____
Yana Hart
Clarkson Law Firm, P.C.

Dated: 04/08/2026

By Thomas E. Loeser _____
Thomas E. Loeser
Cotchett Pitre & McCarthy, LLP

FOR PLAINTIFF G.E.:

Dated: . 04 / 01 / 2026

By 9C11
GE

FOR PLAINTIFF DONALD HATCH:

Dated: 4/2/2026

DocuSigned by:
Donald Hatch
By E54F71BD4C364D4...
Donald Hatch

FOR PLAINTIFF BRADLEY ANDERSON:

Dated: 04 / 04 / 2026

By  _____

FOR PLAINTIFF DANIEL MARTINEZ :

Dated: 04/02/2026

Daniel Martinez
By _____

FOR PLAINTIFF LOREN O MONTOYA:

Dated: Apr 9, 2026

Lorenzo Andreas Montoya
By Lorenzo Andreas Montoya (Apr 9, 2026 10:27:36 PDT)

FOR PLAINTIFF ELIZABETH OROZCO-PREZA:

Dated: 04/03/2026

By  _____
Elizabeth Orozco-Preza (Apr 3, 2026 09:59:00 PDT)

APPENDI A

EVENT	DATE
Last day for Defendant to provide Class Member Information to the Claims Administrator	Within 5 calendar days after the issuance of the Preliminary Approval Order
Settlement Funding (deadline to fund non-reversionary cash settlement)	\$750,000 within 30 calendar days of the issuance of the Preliminary Approval Order, \$1,100,000 by August 26, 2026, or 30 calendar days after the issuance of the Preliminary Approval Order, whichever is later; \$1,100,000 by September 30, 2026, or 30 calendar days after the issuance of the Preliminary Approval Order, whichever is later
Notice Date (the date the Claims Administrator must commence Class Notice)	Within 30 calendar days after the issuance of the Preliminary Approval Order
Motions for Attorneys' Fees, Reimbursement of Expenses, and Service Payments to be filed by Plaintiffs' Counsel	14 calendar days prior to the Objection / Exclusion Deadline
Objection Deadline (filing deadline for Objections)	60 calendar days after the Notice Date
Exclusion Deadline (deadline to submit Opt-Outs)	60 calendar days after the Notice Date
Claims Deadline (submission deadline for Claims)	75 calendar days after the Notice Date
Motion for Final Approval	14 calendar days prior to Final Approval Hearing
Final Approval Hearing	Any date that is at least 135 days after the issuance of the Preliminary Approval Order

APPENDI B

E i t	Descri tion
A	Claim Form
B	E-mail Notice
C	Proposed Final Approval Order and Proposed Judgment
D	Long-Form Notice
E	Proposed Preliminary Approval Order
F	Short-Form Notice

EXHIBIT A

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ID #:484

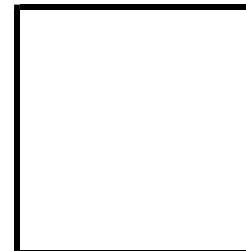
Your Claim must be submitted online or postmarked: **Claims Deadline**

CLAIM FORM

In re THII Y Inc. Data Breach Security Litigation

Case No.: 2:25-cv-00490

United States District Court for the Central District of California



INSTRUCTIONS ON HOW TO RECEIVE PAYMENT

You are entitled to payment if you appear on STIIIZY's list of individuals whose information was compromised in the Data Security Incident at issue in In re THII Y Inc. Data Breach Security Litigation. For more details, please refer to the Long Notice available at [.Website.com](#). To receive payment, you must please take the following steps.

STEP 1: Decide whether you want to receive a paper check OR electronic payment. To receive an electronic payment, you must complete the Claim Form online and submit it electronically at [www.Website.com](#) by **Claims Deadline**. If you wish to receive a paper check via U.S. Mail, proceed to STEP 2.

STEP 2: Decide whether you want to submit a request for Pro Rata Cash Fund Payment OR reimbursement for Documented Losses (up to \$7,500). If you were a California resident when doing business with STIIIZY, your Pro Rata Cash Fund Payment will be double that of other settlement class members.

If you seek the Pro Rata Cash Fund Payment, complete only the information on page 1. Please type your responses or write them in blue or black ink.

If you seek reimbursement for Documented Losses, complete the information on pages 2-3. Please type your responses or write them in blue or black ink, and attach additional sheets as necessary. You cannot ask for both.

STEP 3: Decide whether you want to submit a request for two years of credit monitoring and insurance services benefits. These benefits are in addition to the Pro Rata Cash Fund Payment or Documented Loss Payment. Credit monitoring and insurance services benefits will include (i) up to \$1 million dollars of identity theft insurance coverage and (ii) three-bureau credit monitoring providing notice of changes to your credit profile. If you already have credit monitoring services, you may elect to defer your enrollment for 12 months.

STEP 4: Once you have filled out the information on page 4 or pages 5, submit this Claim Form and any supporting documents by U.S. Mail to:

Mailing Caption


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CLAIMS FOR PRO RATA CASH FUND PAYMENT

Cash Payment: Settlement Class Members can submit a Claim Form and receive a cash payment. Class Members who were California residents when doing business with STIIZY will receive double the cash payment. The amount of the cash payments will depend on the total number of claims submitted.

- Check this box to certify that you are requesting a Pro Rata Cash Fund Payment. **Do not check this box if you intend to seek compensation for Documented Losses. Instead, complete the information on pages 1-3.**
- Check this box if you would also like to enroll in credit monitoring and insurance services benefits.
- Check this box to certify that you are a Person in the United States to whom STIIZY sent notice of the Data Security Incident, or you have reason to believe you were impacted by the Data Security Incident.
- Check this box to certify that you resided in the **State of California** at the time you did business with STIIZY.

Enter the Class Member ID Number provided on our Short Notice:

Email Notice	Postcard Notice
<p>Your Class Member ID: <<RefNum>></p> <p>In Re: STIIZY Inc., Data Breach Security Litigation, Case No.: 2:25-cv-00490 (C.D. Cal.)</p> <p>A Federal Court Authorized this Notice</p> <p>This notice is to tell you about the settlement of a class action lawsuit, <i>In Re: STIIZY Inc., Data Breach Security Litigation</i> brought on behalf of people whose private information was accessed, compromised, or stolen in the data breach announced by STIIZY on January 7, 2025 (the "Data Security Incident"). You received this notice because you may be a member of the group of</p>	<p>Court-Approved Legal Notice</p>  <p><<Refnum Barcode>> CLASS MEMBER ID: <<Refnum>></p> <p>Postal Service: Please do not mark or cover <<FirstName>> <<LastName>></p>

If you cannot locate your Class Member ID, you may contact the Claims Administrator at () - for assistance.

Class Member ID: _____

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

First Name _____ **Last Name** _____

Address _____

Address _____

Cit _____ **State** _____ **Zip Code** _____

Email Address: _____ @ _____

AFFIRMATION: I affirm that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature _____ / / Date _____

CLAIMS FOR REIMBURSEMENT OF DOCUMENTED LOSSES

Reimbursement for Documented Losses: Settlement Class Members may submit a Claim Form for Documented Losses up to 7,500 per individual. The following losses are eligible for compensation: unreimbursed costs, expenses or charges incurred addressing or remedying identity theft, fraud, or misuse of personal information and/or other issues reasonably traceable to the Data Security Incident.

If your total losses are determined to be less than the amount distributed via the Pro Rata Cash Fund Payment, or if your claim for Documented Losses is denied, you may be notified and provide additional information or choose to accept the Pro Rata Cash Fund Payment.

To submit our claim for reimbursement of Documented Losses, you must submit:

- (1) your name and current address;
- (2) documentation supporting your claim; and
- (3) a brief description in the table below, identifying the documentation submitted and describing the nature of the loss if the nature of the loss is not apparent from the documentation alone.

Check this box to certify that you are requesting reimbursement of Documented Losses. **Do not check this box if you intend to see a Pro Rata Cash Fund Payment. Instead, complete the information on page .**

Check this box if you would also like to enroll in credit monitoring and insurance services benefits in addition to seeking Documented Losses.

Check this box to certify that you are a Person in the United States to whom STIIIZY sent notice of the Data Security Incident, or you have reason to believe you were impacted by the Data Security Incident.

Check this box if you resided in the **State of California** at the time you did business with STIIIZY.

Enter the Class Member ID Number provided on your Short Notice:

Class Member ID: _____

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

First Name

Last Name

Address

Address

City **State** **Zip Code**

Email Address: _____@_____

To obtain this benefit, you must submit documentation that your Documented Losses were incurred as a result of the Data Security Incident.

Check this box to confirm that you have submitted documentation supporting your claim.

(Please see the final section of this Claim Form for additional guidance regarding what documentation may be considered in approving your Claim.)

Cost Type (Fill all that apply)	Approximate Date of Documented Losses	Amount of Documented Losses	Brief Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
<i>Example Identity Theft Protection Service</i>	____/____/____ mm/dd/yy	.	<i>Copy of identity theft protection service bill</i>
	____/____/____ (mm/dd/yy)	.	
	____/____/____ (mm/dd/yy)	.	

Cost Type (Fill all that apply)	Approximate Date of Documented Losses	Amount of Documented Losses	Brief Description of Supporting Reasonable Documentation (Identify what you are attaching and why)

AFFIRMATION: I swear (or affirm) under the laws of my state that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature _____ / _____ / _____
 Date

Print Name _____

Explanation of Reimbursement of Documented Losses and Adequate Documentation

What are Documented Losses These are unreimbursed costs you incurred that are “reasonably related” to the Data Security Incident. These may include (1) unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of your personal information; (2) other miscellaneous expenses incurred related to any loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (3) credit monitoring or other mitigative costs that you incurred on or after October 10, 2024 through the date you submit this form.

What makes a loss reasonable related to the Data Security Incident The loss must have occurred on or after October 10, 2024. Also, the personal information used to commit identity theft or fraud must be of the same type of personal information that was provided to STIIIZY prior to the Data Security Incident.

What is reasonable documentation Documentation should include receipts or other documentation not “self-prepared” by you that documents the unreimbursed cost, loss, or expenditure incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

EXHIBIT B

To: Class Member email address

From: STIIIZY Data Breach Claims Administrator

Subject: Notice of Class Action Settlement STIIIZY Inc. Data Breach Litigation

Class Member ID: RefNum

If You Received This Notice, You Have Been Identified as an Individual Whose Personal Information May Have Been Affected by a Data Security Incident Involving STIIIZY Inc.

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

This notice is only a summary of the key Settlement terms. A full copy of the Settlement Agreement and Long Form Notice is available on the Settlement Website at www.SettlementWebsite.com or by calling 1- - - .

What is this lawsuit about This is a Court-authorized Class Notice of a proposed Settlement in a class action lawsuit, *In re STIIIZY Inc. Data Breach Security Litigation*, No. 2:25-cv-00490 (“Action”), pending in the U.S. District Court for the Central District of California. The Settlement will resolve a lawsuit brought on behalf of persons who allege STIIIZY, Inc. (referred to as “STIIIZY” or “Defendant”) committed legal violations in connection with an October 2024 data breach where certain information was stolen from Defendant’s servers (the “Data Security Incident”). STIIIZY denies these allegations, denies violations of any law, and denies all liability.

Who is a Class Member The Class includes all persons whose personally identifiable information or private health information (collectively “Private Information”) was accessed, compromised, or stolen in the Data Security Incident announced by Defendant on January 7, 2025. There is also a subclass that includes all persons who were residents of California when doing business with Defendant, whose Private Information was accessed, compromised, or stolen in the Data Security Incident announced by Defendant on January 7, 2025.

What are the benefits The Settlement provides the following benefits:

Credit Monitoring and Insurance Services: Class Members may elect, in addition to the Documented Losses or Pro Rata Cash Fund Payment compensation options, to receive two years of Credit Monitoring, Fraud Consultation, and Identity Theft Restoration Services, which will include (i) up to 1 million dollars of identity theft insurance coverage and (ii) three-bureau credit monitoring.

Compensation for Documented Losses: Class Members may submit a claim for Documented Losses up to seven-thousand and five-hundred dollars (7,500) per individual. Defendant will pay valid and timely submitted claims for the following: unreimbursed costs, expenses or charges incurred addressing or remedying identity theft, fraud, or misuse of personal information and/or other issues reasonably traceable to the

Data Security Incident upon submission of an approved claim and supporting documentation. If you intend to claim these benefits, you must file your claim online or mail in the claim form available on the settlement website. Do not submit claims for Documented Losses using this postcard.

Pro Rata Cash Fund Payment: Instead of Documented Losses, you may choose to receive a pro rata share of the Net Settlement Fund by submitting a timely and valid Claim Form. Pro rata cash fund payments are in the alternative (not in addition) to any compensation for documented out of pocket losses. California Subclass Members who elect a pro rata cash fund payment will receive double the cash fund payment as other Class Members.

How to file a claim. To receive benefits, you must submit a Claim Form online or by mail. Claim Forms are available at **WEBSITE** and must be submitted or postmarked by **DATE**. If you do not submit a Claim Form, you will not receive Settlement benefits.

What are my options

Do Nothing: If you do nothing, you remain in the Settlement. You give up your rights to sue but you will not get any compensation as a Class Member.

Exclude Yourself: You can get out of the Settlement and keep your right to sue about the claims in this Action, but you will not get any compensation from the Settlement. You must submit a Request for Exclusion to the Claims Administrator by **DATE**.

Object: You can stay in the Settlement but tell the Court why you think the Settlement should not be approved. Your written objection must be submitted by **DATE**.

Detailed instructions on how to file a Claim Form, exclude yourself, or object can be found on the found on the Settlement Website.

Attend a hearing: The Court will hold the Final Approval Hearing on **DATE** at **TIME PT**, to consider whether the proposed Settlement is fair, reasonable, and adequate, to consider Plaintiff's Counsel's Fees and Expenses amount for attorneys' fees not to exceed 983,333 plus reasonable expenses, estimated at 30,000, and request a Service Award of 2,500 for each Class Representative (15,000 total), and to consider whether and if it should be approved. The date and time of the hearing may change without further notice. Please check the Settlement Website to confirm that date has not changed and for a Zoom link to remotely attend the hearing. You may attend the hearing, with your own attorney, at your own expense, but you do not have to.

This is only a summary. For additional information, including a copy of the Settlement Agreement and other documents, visit the documents section of the Settlement Website or contact class counsel at **NUMBER OR EMAIL**. You may also contact the Claims Administrator to update your address or contact information by visiting the Settlement Website or call **NUMBER**.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

EXHIBIT C

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IN RE: STIIZY INC., DATA
BREACH SECURITY LITIGATION

Case No.: 2:25-cv-00490-GW-SSC
CONSOLIDATED ACTION

This Document Relates To:
All cases

**PROPOSED ORDER
GRANTING FINAL APPROVAL
OF CLASS ACTION
SETTLEMENT ECF NO. [REDACTED]**

Hearing Information

Date:
Time: 8:30 a.m.
Location: Courtroom 9D, 9th Floor
Hon. George H. Wu

1 Plaintiffs G.E., Donald Hatch, Bradley Anderson, Daniel Martinez, Lorenzo
2 Montoya, and Elizabeth Orozco-Preza (“Plaintiffs” or “Settlement Class
3 Representatives”), on behalf of themselves and the Settlement Class as defined below,
4 and Defendant STIIIZY, Inc. (“Defendant” or “STIIIZY”) (collectively, “the Parties”)
5 entered into a Settlement Agreement proposing a settlement of this Consolidated Action
6 and its dismissal with prejudice. Settlement Agreement, ECF No. [REDACTED]. Thereafter, on
7 [REDACTED], this Court granted Plaintiffs’ Motion for Preliminary Approval of
8 Class Action. ECF No. [REDACTED]. Before the Court now are Plaintiffs’ Motion for Final
9 Approval of Class Action Settlement (“Motion for Final Approval”)” ECF No. [REDACTED].
10 Due and adequate notice having been given to the Settlement Class as required in said
11 Preliminary Approval Order, and the Court having considered all papers filed and
12 proceedings that took place herein, and good cause appearing therefore, the Court,
13 hereby GRANTS the Motion for Final Approval and ORDERS as follows:

14 1. **Incorporation of Other Documents.** The Settlement Agreement,
15 including its exhibits, and the definitions of words and terms contained therein are
16 incorporated by reference in this Order. The terms of this Court’s Preliminary Approval
17 Order are also incorporated by reference in this Order.

18 2. **Jurisdiction.** This Court has jurisdiction over the subject matter of this
19 Action and over the Parties, including all members of the following Settlement Class
20 certified for settlement purposes in this Court’s Preliminary Approval Order:

21 The Nationwide Class is defined as:

22 All persons whose Private Information was accessed,
23 compromised, or stolen in the Data Security Incident announced
24 by Defendant on January 7, 2025.

25 The California Subclass is defined as:

26 All persons who were citizens of California when doing business
27 with Defendant, whose Private Information was accessed,
28 compromised, or stolen in the Data Security Incident announced
by Defendant on January 7, 2025.

1 Excluded from the Class are officers and directors of Defendant, Class Counsel,
2 the presiding judges, any members of the presiding judges' immediate family and
3 judicial staff, and any persons who timely excluded themselves from the Settlement
4 Class.

5 3. **Class Certification**. The Court finds and determines that the Settlement
6 Class, as defined in the Settlement Agreement and above, meets all of the legal
7 requirements for class certification for settlement purposes under Fed. R. Civ. P. 23(a),
8 (b)(2), and b(3), and it is hereby ordered that the Class is finally certified for settlement
9 purposes.

10 4. For settlement purposes only, the Court finds as to the Settlement Class
11 satisfies all prerequisites for a class action certification under Fed. R. Civ. P. 23(a) and
12 (b)(3) with respect to all aspects of the Settlement that the:

- 13 a. The Settlement Class is so numerous that joinder of all members is
14 impracticable;
- 15 b. There are questions of law or fact common to the Settlement Class;
- 16 c. The claims of the Settlement Class Representatives are typical of the
17 claims of the Settlement Class;
- 18 d. The Settlement Class Representatives have fairly and adequately
19 protected the interests of the Settlement Class and are, therefore,
20 appointed as Settlement Class Representatives;
- 21 e. Class Counsel have fairly and adequately protected the interests of the
22 Settlement Class and are qualified to represent the Settlement Class and
23 are, therefore, appointed as Class Counsel;
- 24 f. The questions of law and fact common to the Settlement Class
25 predominate over the questions affecting only individual members; and
26 g. A class action is superior to other available methods for fairly and
27 efficiently adjudicating the controversy
28

1 5. **Ade uate Re resentation.** The Court orders that Settlement Class
2 Representatives G.E., Donald Hatch, Bradley Anderson, Daniel Martinez, Lorenzo
3 Montoya, and Elizabeth Orozco-Preza are appointed as the Settlement Class
4 Representatives. The Court also orders that Thomas Loeser of Cotchett Pitre McCarthy
5 and Ryan J. Clarkson, Yana Hart, and Bryan P. Thompson, of Clarkson Law Firm, P.C.
6 are appointed as Class Counsel. The Court finds that the Settlement Class
7 Representatives and Class Counsel fairly and adequately represent and protect the
8 interests of the absent Settlement Class Members in accordance with Fed. R. Civ. P. 23.

9 6. **Arms Lengt Negotiations.** The Court finds that the proposed Settlement
10 is fair, reasonable, and adequate based on the value of the Settlement, and the relative
11 risks and benefits of further litigation. The Settlement was arrived at after sufficient
12 investigation and discovery and was based on arms-length negotiations, including a full
13 day mediation.

14 7. **Settlement Class Notice.** The Court directed that notice be given to
15 Settlement Class Members by e-mail, mail, and/or other means pursuant to the notice
16 program proposed by the Parties in the Settlement and approved by the Court. The
17 declaration from Claims Administrator Eisner Advisory Group, LLC attesting to the
18 dissemination of notice to the Settlement Class demonstrates compliance with this
19 Court’s Order Granting Preliminary Approval of Class Settlement. The notice program
20 set forth in the Settlement successfully advised Settlement Class members of the terms
21 of the Settlement, the Final Approval Hearing, and their right to appear at such hearing;
22 their rights to remain in or opt out of the Settlement Class and to object to the
23 Settlement; the procedures for exercising such rights; and the binding effect of the
24 Judgment herein.

25 8. The Court finds that distribution of the Notice constituted the best notice
26 practicable under the circumstances, and constituted valid, due, and sufficient notice to
27 all members of the Settlement Class. The Court finds that such notice complies fully
28 with the requirements of Fed. R. Civ. P. 23, the Constitution of the United States, and

1 any other applicable laws. The Notice informed the Settlement Class of: (1) the terms
2 of the Settlement; (2) their right to submit objections, if any, and to appear in person or
3 by counsel at the final approval hearing and to be heard regarding approval of the
4 Settlement; (3) their right to request exclusion from the Settlement Class and the
5 Settlement; and (4) the location and date set for the final approval hearing. Adequate
6 periods of time were provided by each of these procedures.

7 9. The Court finds and determines that the notice procedure carried out by
8 Eisner Advisory Group, LLC, afforded adequate protections to Settlement Class
9 members and provides the basis for the Court to make an informed decision regarding
10 approval of the Settlement based on the responses of the Settlement Class members.
11 The Court finds and determines that the Notice was the best notice practicable, and has
12 satisfied the requirements of law and due process.

13 10. **Settlement Class Response**. A total of [REDACTED] Settlement Class
14 Members submitted Approved Claims, and there have been [REDACTED] Objections to the
15 Settlement (defined below) and [REDACTED] Requests for Exclusion.

16 a. After careful consideration, the Court hereby overrules Objector [REDACTED]'s
17 Objection for the reasons stated on the record. / No Objections were
18 received to the Settlement. This positive reaction by the Settlement Class
19 demonstrates the strength of the Settlement.

20 b. The Court also hereby orders that each of the individuals appearing on the
21 list annexed hereto as Exhibit A who submitted valid Requests for
22 Exclusion are excluded from the Settlement Class. Those individuals will
23 not be bound by the Settlement Agreement, and neither will they be
24 entitled to any of its benefits. / No Settlement Class members opted out of
25 the Settlement. This positive reaction by the Settlement Class demonstrates
26 the strength of the Settlement.

27 12. **Final Settlement Approval**. The Court hereby finally approves the
28 Settlement Agreement, the exhibits, and the Settlement contemplated thereby

1 (“Settlement”), including but not limited to all releases contained within the Settlement
2 Agreement, and finds that the terms constituted, in all respects, a fair, reasonable, and
3 adequate settlement as to all Settlement Class members in accordance with Fed. R. Civ.
4 P. 23 and direct consummation pursuant to its terms and conditions.

5 13. The Court finds that the Settlement Agreement provides meaningful
6 monetary benefits to the Settlement Class as Defendant has agreed to provide cash
7 benefits from a gross Settlement Fund of 2,950,000.

8 14. The Court finds that the Settlement is fair when compared to the strength
9 of Plaintiffs’ case, Defendant’s defenses, the risks and time involved in further litigation
10 and maintaining class status throughout the litigation, and the amount offered in
11 settlement.

12 15. The Court finds that the Parties conducted extensive investigation and
13 research, and that their attorneys were able to fairly and reasonably evaluate their
14 respective positions.

15 16. The Court finds that Class Counsel has extensive experience acting as
16 counsel in complex class action cases and their view on the reasonableness of the
17 settlement was therefore given its due weight.

18 17. The Court hereby grants final approval of the Class Settlement and orders
19 the payment of those amounts to be made to the Settlement Class Members in
20 accordance with the terms of the Settlement Agreement. The Court finds and determines
21 that the Cash Compensation Payments to be paid to each Settlement Class Member as
22 provided for by the Settlement are fair and reasonable, as well as the Credit Monitoring
23 and Insurance Services provided to Settlement Class Members, and paid out of the
24 Settlement Fund.

25 18. The Court further finds that the Settlement Class’s reaction to the
26 settlement weighs in favor of granting Final Approval of the Settlement.

27 19. The Settlement Agreement is not an admission of liability by Defendant,
28 nor is this Order a finding of the validity of any allegations or of any wrongdoing by

1 Defendant. Neither this Order, the Settlement, nor any document referred to herein, nor
2 any action taken to carry out the Settlement, shall be construed or deemed an admission
3 of liability, culpability, negligence, or wrongdoing on the part of Defendant.

4 20. **Attorneys' Fees and Costs Service Awards**. The Court approves
5 payment of attorneys' fees to Class Counsel in the amount of plus their expenses
6 and costs of . This amount shall be paid from the Settlement Fund in
7 accordance with the terms of the Settlement Agreement. The Court, having considered
8 the materials submitted by Class Counsel in support of final approval of the Settlement
9 and their request for attorneys' fees and costs, finds the award of attorneys' fees and
10 costs fair, adequate, and reasonable, and the Court notes that the class notice specifically
11 and clearly advised the class that Class Counsel would seek an award of attorneys' fees,
12 expenses, and costs, and the maximum amount they would seek.

13 21. In making this award of attorneys' fees and costs, the Court has further
14 considered and found that:

- 15 a. The Settlement Agreement created a Total Settlement Fund of 2,950,000
16 in cash for the benefit of the Settlement Class pursuant to the terms of the
17 Settlement Agreement, and out of which class administration costs,
18 attorneys' fees, expenses, costs, service awards, and other settlement
19 benefits would be paid;
- 20 b. Settlement Class Members who submitted valid claims will obtain a
21 monetary benefit from the efforts of the Class Counsel and the Settlement
22 Class Representatives;
- 23 c. The fee sought by the Class Counsel is fair and reasonable and based on
24 the fees incurred by Class Counsel;
- 25 d. Class Counsel have prosecuted the action with skill, perseverance, and
26 diligence, as reflected by the Settlement Fund, and the positive reaction to
27 the Settlement Agreement by the Settlement Class;

- e. This Action involved complex factual and legal issues that were extensively researched and developed by the Class Counsel;
- f. Class Counsel's rates are fair, reasonable, and consistent with rates accepted within this jurisdiction for complex consumer class action litigation;
- g. Had the Settlement not been achieved, a significant risk existed that Plaintiffs and the Settlement Class Members may have recovered significantly less or nothing from Defendant; and
- h. The amount of attorneys' fees awarded and expenses reimbursed are appropriate to the specific circumstances of this action.

24. Defendant shall not be liable for any additional fees or expenses for Class Counsel or counsel of any Class Representative or Settlement Class Member in connection with the Action beyond those expressly provided in the Settlement Agreement.

25. The attorneys' fees and costs set forth in this Order shall be paid and distributed in accordance with the terms of the Settlement Agreement.

26. The Court approves the Service Award payments of _____ to each Settlement Class Representative; G.E., Donald Hatch, Bradley Anderson, Daniel Martinez, Lorenzo Montoya, and Elizabeth Orozco-Preza, and finds such amounts to be reasonable in light of the services performed by Representatives for the benefit of the class. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement. This Service Award is justified by: (1) the risks the Settlement Class Representatives faced in bringing this lawsuit, financial and otherwise; (2) the amount of time and effort spent on this action by the Settlement Class Representatives; and (3) the benefits the Settlement Class Representatives helped obtain for the Settlement Class Members under the Settlement.

1 32. **Findings for Purposes of Settlement Only**. The findings and rulings in
2 this Order are made for the purposes of settlement only and may not be cited or
3 otherwise used to support the certification of any contested class or subclass in any other
4 action.

5 33. **Effect of Termination or Reversal**. If for any reason the Settlement
6 terminates or Final Approval is reversed or vacated, the Settlement and all proceedings
7 in connection with the Settlement will be without prejudice to the right of Defendant or
8 the Settlement Class Representatives to assert any right or position that could have been
9 asserted if the Agreement had never been reached or proposed to the Court, except
10 insofar as the Agreement expressly provides to the contrary. In such an event, the
11 certification of the Settlement Class will be deemed vacated. The certification of the
12 Settlement Class for settlement purposes will not be considered as a factor in connection
13 with any subsequent class certification issues.

14 34. **Settlement as Defense**. In the event that any provision of the Settlement
15 or this Final Order of Dismissal is asserted by Defendant as a defense in whole or in
16 part to any claim, or otherwise asserted (including, without limitation, as a basis for a
17 stay) in any other suit, action, or proceeding brought by a Settlement Class Member or
18 any person actually or purportedly acting on behalf of any Settlement Class Member(s),
19 that suit, action or other proceeding shall be immediately stayed and enjoined until this
20 Court or the court or tribunal in which the claim is pending has determined any issues
21 related to such defense or assertion. Solely for purposes of such suit, action, or other
22 proceeding, to the fullest extent they may effectively do so under applicable law, the
23 Parties irrevocably waive and agree not to assert, by way of motion, as a defense or
24 otherwise, any claim or objection that they are not subject to the jurisdiction of this
25 Court, or that this Court is, in any way, an improper venue or an inconvenient forum.
26 These provisions are necessary to protect the Settlement Agreement, this Order and this
27 Court's authority to effectuate the Settlement and are ordered in aid of this Court's
28 jurisdiction and to protect its judgment.

1 35. **Retention of jurisdiction.** Without affecting the finality of the Judgment
2 and Order in any way, the Court retains jurisdiction of all matters relating to the
3 interpretation, administration, implementation, effectuation and enforcement of this
4 Order and the Settlement.

5 36. Nothing in this Order shall preclude any action before this Court to enforce
6 the Parties’ obligations pursuant to the Settlement Agreement or pursuant to this Order,
7 including the requirement that Defendant make payments to participating Settlement
8 Class Members in accordance with the Settlement.

9 37. The Parties and the Claims Administrator will comply with all obligations
10 under the Settlement Agreement until the Settlement is fully and finally administered.

11 38. The Parties shall bear their own costs and attorneys’ fees except as
12 otherwise provided by the Settlement Agreement and this Court.

13 39. **Entr of udgment.** The Court finds, pursuant to Rules 54(a) and (b) of
14 the Federal Rules of Civil Procedure, that Final Judgment (“Judgment”) should be
15 entered and that there is no just reason for delay in the entry of the Judgment, as Final
16 Judgment, as to Plaintiffs, the Settlement Class Members, and Defendant.

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18 IT IS SO ORDERED.

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20 Dated:

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Hon. GEORGE H. WU

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United States District Judge

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IN RE: STIIIZY INC., DATA
BREACH SECURITY LITIGATION

THIS DOCUMENT RELATES TO:
ALL CA E

Case No.: 2:25-cv-00490-GW-SSC

CONSOLIDATED ACTION

**PROPOSED FINAL
UDGMENT**

Hearing Information

Date:
Time: 8:30 a.m.
Location: Courtroom 9D, 9th Floor
Hon. George H. Wu

PROPOSED FINAL UDGMENT

For the reasons set forth in this Court’s Final Approval Order, in the above-captioned matter as to the following class of persons:

All persons whose Private Information was accessed, compromised, or stolen in the Data Security Incident announced by Defendant on January 7, 2025.

All persons who were citizens of California when doing business with Defendant, whose Private Information was accessed, compromised, or stolen in the Data Security Incident announced by Defendant on January 7, 2025.

Excluded from the Class are officers and directors of Defendant, Class Counsel, the presiding judges, and any members of the presiding judges’ immediate family and judicial staff.

UDGMENT IS HEREBY ENTERED, pursuant to Federal Rule of Civil Procedure 58, as to the above-specified class of persons and entities, Plaintiffs G.E., Donald Hatch, Bradley Anderson, Daniel Martinez, Lorenzo Montoya, and Elizabeth Orozco-Preza, (collectively “Plaintiffs” or “Settlement Class Representatives”) and Defendant STIIIZY, Inc. (“Defendant”) on the terms and conditions of the Class Action Settlement Agreement (the “Settlement Agreement”) approved by the Court’s Final Approval Order, dated [REDACTED], ECF No. [REDACTED].

1. The Court, for purposes of this Final Judgment, adopts the terms and definitions set forth in the Settlement Agreement incorporated into the Final Approval Order.

2. All Released Claims of the Settlement Class Members are hereby released as against Defendant and the Released Persons, as defined in the Settlement Agreement.

3. The claims of Plaintiffs and the Settlement Class Members are dismissed with prejudice in accordance with the Court’s Final Approval Order.

4. The Parties shall bear their own costs and attorneys’ fees, except as set forth in the Final Approval Order.

EXHIBIT D



U.S. District Court for the Central District of California

IN RE: STIIIZY, INC. DATA BREACH SECURITY LITIGATION

Case No. 2:25-cv-00490 (C.D. Cal.)

Class Action Notice

Authorized by the U.S. District Court

Did you receive notice from STIIIZY that your personal information may have been affected by a data breach in October 2024, or do you believe that you were affected?

You may be entitled to money.

To be part of this settlement, you should:

Read this notice.

Respond by [date].

Important things to know:

If you take no action, you will still be bound by the settlement, and your rights will be affected.

You can learn more at: [website]

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About This Notice

Why did I get this notice?

This notice is to tell you about the settlement of a class action lawsuit, *In Re: STIIIZY Inc., Data Breach Security Litigation* brought on behalf of people whose private information was accessed, compromised, or stolen in the data breach announced by STIIIZY on January 7, 2025 (the “Data Security Incident”). **You received this notice because you may be a member of the group of people affected, called the “Class.”**

This notice gives you a summary of the terms of the proposed settlement agreement, explains what rights class members have, and helps class members make informed decisions about what action to take.

A Court approved this notice. Please do not contact the Court.

The Court overseeing this case is:

U.S. District Court, Central District of California
First Street U.S. Courthouse, 350 W 1st Street, Suite 4311
Courtroom 9D, Ninth Floor
Los Angeles, CA 90012-4565

What do I do next?

Read this notice to understand the settlement and to determine if you are a class member. Then, decide if you want to:

Options	More information about each option
Submit a Claim Form	You must submit a claim to receive payment. You will be bound by the settlement.
Do Nothing	Get no payment. Give up rights resolved by settlement.
Opt Out	Get no payment. Allows you to bring another lawsuit against STIIIZY about the same issues at your own expense.
Object	Tell the Court why you don't like the settlement.

Read on to understand the specifics of the settlement and what each choice would mean for you.

What are the most important dates?

Your deadline to object or opt out: [date]
Settlement approval hearing: [date]
Your deadline to submit a claim form: [date]

Learning About the Lawsuit

What is this lawsuit about?

Beginning in early 2025, a series of class action lawsuits were filed against STIIIZY, Inc. on behalf of people whose personal information may have been accessed by an unauthorized third party in October 2024. The lawsuits claim that STIIIZY failed to employ reasonable security to protect personal information and, as a result, these individuals' data had been compromised.

STIIIZY denies that it did anything wrong.

Where can I learn more?

You can get a complete copy of the proposed settlement and other key documents in this lawsuit at:

[website]

Why is there a settlement in this lawsuit?

In 2025, the parties agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation.

The settlement is on behalf of the individuals who brought the case and all members of the settlement class, which includes individuals whose personal information may have been accessed by an unauthorized third party. The Court has not decided this case in favor of either side.

What is a class action settlement?

A class action settlement is an agreement between the parties to resolve and end the case. Settlements can provide money to class members and changes to the practices that caused the harm.

What happens next in this lawsuit?

The Court will hold a fairness hearing to decide whether to approve the settlement. The hearing will be held at:

Where: First Street U.S. Courthouse, 350 W 1st Street, Courtroom 9D, Ninth Floor, Los Angeles, CA 90012-4565

When: [time] on [date].

Zoom Link:

Webinar ID:

Password:

The Court has directed the parties to publicly post this notice about the proposed settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court approves the settlement.

You don't have to attend, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement. If the Court does not approve the settlement or the parties decide to terminate the settlement, it will be void and the lawsuit will continue. The date of the hearing may change without further notice to members of the class. To learn more and confirm the hearing date, go to [website]. You are advised to check the settlement website or the Court's PACER site to confirm that the date has not been changed.

Learning About the Settlement

What does the settlement provide?

The settlement pays money to individuals whose personal information held by STIIIZY may have been accessed by an unauthorized third party.

STIIIZY has agreed to pay \$2,950,000 into a settlement fund. This money will be divided among the class members and will also be used to pay for costs and fees approved by the Court, including the cost of

administering this settlement (expected to be approximately XXXXXX). Members of the settlement class will “release” their claims as part of the settlement, which means they cannot sue STIIIZY for the same issues in this lawsuit. The full terms of the release can be found [here].

If there is money left over after the claims process is completed, it will be donated to a recipient approved by the Court.

How do I know if I am part of this settlement?

If you received notice from STIIIZY that your personal information may have been accessed by an unauthorized third party in October 2024, or you have reason to believe you may have been impacted by the incident, you may be a member of the class and entitled to money.

How much will my payment be?

All Class members have the option to sign up for two years of the **credit monitoring and insurance services**. This will include Credit Monitoring with three credit bureaus, Fraud Consultation, up to \$1,000,000 in identity theft insurance coverage, and Identity Theft Restoration services. If class members already have credit monitoring services, they may elect to defer the enrollment by 12 months for no additional charge.

In addition to credit monitoring and insurance services, Class members have **two different options** for submitting claims for cash benefits under the Settlement. The amount a class member will recover depends on which option they choose.

The **first option** is for a class member to submit a claim to be reimbursed for money spent protecting their data as a result of the data breach. The amount will depend on how much the class member has lost or spent and whether they have receipts or other records as well as how many total claims are filed. Class members may recover up to \$7,500 per individual.

If you choose the **first option** and your total losses are determined to be less than the amount distributed via the second option, you will automatically receive the **second option**.

The **second option** is for a claimant to receive a pro rata cash fund payment. After the claims administrator pays approved amounts out of the settlement fund for the costs of administration, attorneys’ fees and expenses, service awards to the named plaintiffs, credit monitoring and insurance services, and documented losses (described above), any amounts remaining will be distributed on a pro rata basis to class members who submitted valid claims. Class members who lived in California when doing business with STIIIZY will receive twice the payment as non-California class members.

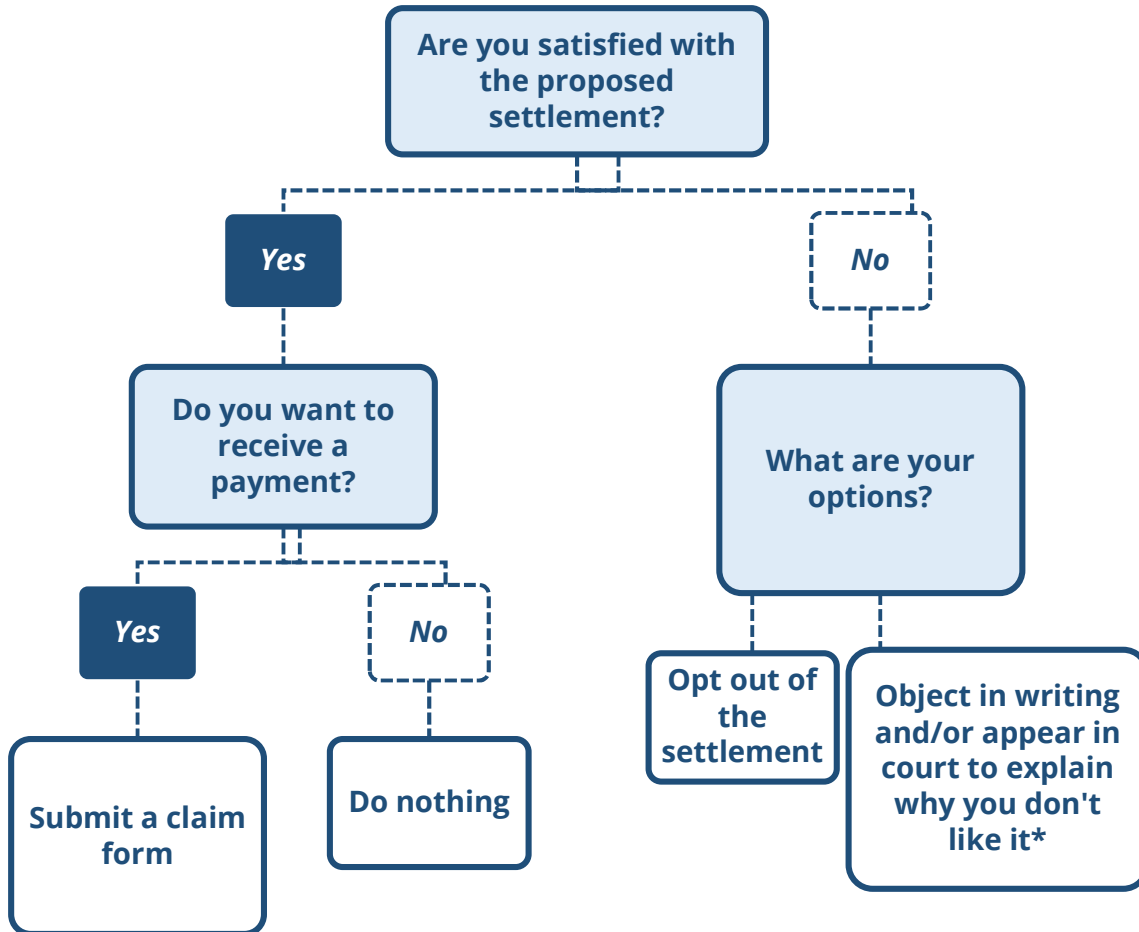
Deciding What to Do

How do I weigh my options?

You have four options. You can stay in the settlement and submit a claim, you can opt out of the settlement, you can object to the settlement, or you can do nothing. This chart shows the effects of each option:

	Submit a Claim	Opt out	Object	Do Nothing
Can I receive settlement money if I . . .	YES	NO	YES	NO
Am I bound by the terms of this lawsuit if I . . .	YES	NO	YES	YES
Can I pursue my own case if I . . .	NO	YES	NO	NO
Will the class lawyers represent me if I . . .	YES	NO	NO	YES

What is the best path for me?



**You can object to the settlement AND submit a claim form to receive payment. If you object but do not submit a claim form, you will receive nothing if the Court overrules your objection and approves the settlement.*

Submitting a Claim

How do I get a payment if I am a class member?

If you wish to receive money, you must submit a completed claim form to the Claims Administrator online or download a claim form at [\[website\]](#) and mail to the Claims Administrator (address below).

Do I have a lawyer in this lawsuit?

In a class action, the court appoints class representatives and lawyers to work on the case and represent the interests of all the class members. For this settlement, the Court has appointed the following individuals and lawyers.

Your lawyers:

Ryan J. Clarkson, Yana Hart, and Bryan P. Thompson of Clarkson Law Firm, P.C.

Thomas E. Loeser of Cotchett Pitre & McCarthy LLP

These are the lawyers who negotiated this settlement on your behalf.

If you want to be represented by your own lawyer, you may hire one at your own expense.

Do I have to pay the lawyers in this lawsuit?

Lawyers' fees and costs will be paid from the Settlement Fund. **You will not have to pay the lawyers directly.**

To date, your lawyers have not been paid any money for their work or the expenses that they have paid for the case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, your lawyers will request, as part of the final approval of this Settlement, that the Court approve a payment of up to \$983,333 total in attorneys' fees, plus the reimbursement of out-of-pocket expenses, currently estimated at \$30,000.

Lawyers' fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers' fees even if you think the settlement terms are otherwise fair.

Your lawyers will also ask the Court to approve a service award of \$15,000 to the Class Representatives (\$2,500 per representative) for the time and effort they contributed to the case. If approved by the Court, this will be paid from the Settlement Fund.

Opting Out

What if I don't want to be part of this settlement?

You can opt out. If you do, you will not receive payment and cannot object to the settlement. However, you will not be bound or affected by anything that happens in this lawsuit and may be able to file your own case. You cannot exclude yourself from the business practice changes called for by the proposed settlement.

How do I opt out?

To opt out of the settlement, you must complete the opt out form posted on the settlement website and (1) email it the administrator at the email address available on the settlement website or (2) download mail it to the Claims Administrator at:

XXXXX
P.O. Box XXXX
[City], [State] XXXXX-XXXX
[Phone Number]

The form must be either emailed by [date], or mailed and postmarked, by this date. Be sure to include your name, address, telephone number, and signature.

Objecting

What if I disagree with the settlement?

If you disagree with any part of the settlement (including the lawyers' fees) but don't want to opt out, you may object. You must give reasons why you think the Court should not approve it and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the settlement—it cannot change the terms of the settlement. You may, but don't need to, hire your own lawyer to help you. The requirement to make your objection in writing may be excused upon a showing of good cause.

To object, you must send a letter or email to the Claims Administrator that:

- (1) is postmarked or received via email by [date];
- (2) includes the case name and number *IN RE: STIIIZY INC., DATA BREACH SECURITY LITIGATION*, Case No. 2:25-cv-00490 (C.D. Cal.).
- (3) includes your full name, and address an;
- (4) information identifying yourself as a Class Member, including proof that you are a Class Member, such as a copy of your settlement notice, copy of original notice of the Data Security Incident, or a statement explaining why you believe you are a Class Member;
- (5) states the reasons for your objection, including any legal support for the objection that you believe is applicable;
- (6) says whether either you or your lawyer intend to appear at the final approval hearing and your lawyer's name;
- (7) your hand-written signature or the signature of a duly authorized attorney or representative representing you for purposes of the objection.

Mail the letter to:

XXXXXX
P.O. Box XXXX
New York, NY 10150-XXXX
[Phone Number]
[email]

You must substantially comply with the above requirements in order to make an objection.

Doing Nothing

What are the consequences of doing nothing?

If you do nothing, you will not get any money, but you will still be bound by the settlement and its “release” provisions. That means you won’t be able to start, continue, or be part of any other lawsuit against STIIIZY about the issues in this case. A full description of the claims and persons who will be released if this settlement is approved can be found [here].

Key Resources

How do I get more information?

This notice is a summary of the proposed settlement. The complete settlement with all its terms can be found [here](#). To get a copy of the settlement agreement or get answers to your questions:

contact your lawyer (information below)

visit the case website at [\[website\]](#)

access the Court’s docket in this case online for a fee at <https://ecf.cacd.uscourts.gov> or by visiting the Clerk’s office of the Court (address below).

if you would like a paper claim form mailed to you, you may contact the Claims Administrator at the phone number or address below.

Resource	Contact Information
Case website	[website]
Claims Administrator	XXXXX P.O. Box XXXX New York, NY 10150-XXXX [Phone Number]
Your Lawyers	Ryan J. Clarkson Yana Hart Bryan P. Thompson Clarkson Law Firm, P.C. 22525 Pacific Coast Highway Malibu, CA 90265 Thomas E. Loeser Cotchett Pitre & McCarthy LLP 840 Malcolm Road Burlingame, CA 94010

Court (DO NOT CONTACT)	Central District of California 350 W 1st Street, Suite 4311 Los Angeles, CA 90012-4565

EXHIBIT E

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

IN RE: STIIZY INC., DATA BREACH
SECURITY LITIGATION

Case No.: 2:25-cv-00490-GW-SSC

CONSOLIDATED ACTION

This Document Relates To:
All cases

**PROPOSED ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT ECF
NO. [REDACTED]**

Hearing Information

Date: May 11, 2026
Time: 8:30 a.m.
Location: Courtroom 9D, 9th Floor
Hon. George H. Wu

1 Before the Court is Plaintiffs’ Motion for Preliminary Approval of Class Action
2 Settlement (“Motion”). ECF No. [REDACTED]. Having reviewed the Motion, declarations
3 submitted in support thereof, the proposed Settlement Agreement and accompanying
4 exhibits attached as Exhibit 1 (the “Settlement”), and applicable authority, the Court
5 finds that the Settlement is fair, adequate, and reasonable. Accordingly, with good cause
6 appearing, the Court hereby GRANTS preliminary approval of the Settlement and
7 ORDERS as follows:

8 1. **Settlement Terms.** The Court, for purposes of this Preliminary Approval
9 Order, adopts all defined terms as set forth in the Settlement.

10 2. **jurisdiction.** The Court has jurisdiction over the subject matter of the
11 Action and over all parties to the Action, including all members of the Settlement
12 Class.

13 3. **Preliminary Approval of Proposed Settlement Agreement.** Subject to
14 further consideration by the Court at the time of the Final Approval Hearing, the Court
15 preliminarily approves the Settlement as fair, reasonable, and adequate to the Settlement
16 Class, as falling within the range of possible final approval, and as meriting submission
17 to the Settlement Class for its consideration. The Court also finds the Settlement
18 Agreement: (a) is the result of serious, informed, non-collusive, arms-length
19 negotiations, involving experienced counsel familiar with the legal and factual issues
20 of this case and (b) appears to meet all applicable requirements of law, including Fed.
21 R. Civ. P. 23. Therefore, the Court grants preliminary approval of the Settlement.

22 4. **Class Certification for Settlement Purposes Only.** For purposes of the
23 Settlement only, the Court conditionally certifies the Settlement Class, as described
24 below:

25 The Nationwide Class is defined as:

26
27 All persons whose Private Information was accessed, compromised, or
28 stolen in the Data Security Incident announced by Defendant on January
7, 2025.

1 The California Subclass is defined as:

2
3 All persons who were citizens of California when doing business with
4 Defendant, whose Private Information was accessed, compromised, or
5 stolen in the Data Security Incident announced by Defendant on January
6 7, 2025.

6 Excluded from the Class are officers and directors of Defendant, Class Counsel,
7 the presiding judges, and any members of the presiding judges' immediate family and
8 judicial staff.

9 5. The Court preliminarily finds, solely for purposes of considering this
10 Settlement, with respect to the monetary relief portions of the Settlement Agreement
11 that: (a) the number of Settlement Class members is so numerous that joinder of all
12 members thereof is impracticable; (b) there are questions of law and fact common to
13 the Settlement Class; (c) the claims of the named representatives are typical of the
14 claims of the Settlement Class they seek to represent; (d) the Plaintiffs will fairly and
15 adequately represent the interests of the Settlement Class; (e) the questions of law and
16 fact common to the Settlement Class predominate over any questions affecting only
17 individual members of the Settlement Class; and (f) a class action is superior to other
18 available methods for the fair and efficient adjudication of the controversy

19 6. **Class Representatives.** The Court orders that G.E., Donald Hatch,
20 Bradley Anderson, Daniel Martinez, Lorenzo Montoya, and Elizabeth Orozco-Preza are
21 appointed as the Representative Plaintiffs.

22 7. **Class Counsel.** The Court also orders that Thomas Loeser of Cotchett Pitre
23 McCarthy and Ryan J. Clarkson, Yana Hart, and Bryan P. Thompson, of Clarkson Law
24 Firm, P.C. are appointed as Class Counsel. The Court preliminarily finds that the
25 Representative Plaintiffs and Class Counsel fairly and adequately represent and protect
26 the interests of the absent Settlement Class members in accordance with Fed. R. Civ. P.
27 23.
28

1 8. **Class Notice.** The Court finds that the Settlement as set forth in the
2 Settlement Agreement falls within the range of reasonableness and warrants providing
3 notice of such Settlement to the members of the Settlement Class and accordingly, the
4 Court, pursuant to Fed. R. Civ. P. 23(c) and (e), preliminarily approves the Settlement
5 upon the terms and conditions set forth in the Settlement Agreement. The Court
6 approves, as to form and content, the notices and claim form substantially in the form
7 attached to the Settlement Agreement. Non-material modifications to the notices and
8 claim form may be made by the Claims Administrator without further order of the Court,
9 so long as they are approved by the Parties and consistent in all material respects with
10 the Settlement Agreement and this Order.

11 9. The Court finds that the plan for providing notice to the Settlement Class
12 (the “Notice Program”) described in the Settlement Agreement constitutes the best
13 notice practicable under the circumstances and constitutes due and sufficient notice to
14 the Settlement Class of the terms of the Settlement Agreement and the Final Approval
15 Hearing and complies fully with the requirements of the Federal Rules of Civil Procedure,
16 the United States Constitution, and any other applicable law. The Court directs that the
17 Notice Program will commence no later than thirty (30) days from the date of this
18 Preliminary Approval Order (the “Notice Commencement Date”).

19 10. The Court further finds that the Notice Program adequately informs
20 members of the Settlement Class of their right to exclude themselves from the
21 Settlement Class so as not to be bound by the terms of the Settlement Agreement. Any
22 member of the Class who desires to be excluded from the Settlement Class, and
23 therefore not bound by the terms of the Settlement Agreement, must submit a timely
24 and valid written notice of intent to opt out pursuant to the instructions set forth in the
25 Class Notice.

26 11. **Claims Administrator.** The Court appoints Eisner Advisory Group, LLC
27 (“EAG”) as the Claims Administrator. Eisner Advisory Group, LLC shall be required
28 to perform all duties of the Claims Administrator as set forth in the Settlement

1 Agreement and this Order. The Claims Administrator shall post the Long Form Notice
2 on the Settlement Website.

3 12. **Objection and Opt-Out Deadline.** Settlement Class Members who
4 wish to object to the Settlement or to exclude themselves from the Settlement must do
5 so by the Objection Deadline and Opt-Out Deadline, which is [REDACTED], 2026
6 (60 days from the Notice Commencement Date). Any Settlement Class Member who
7 submits an Opt-Out and a Claim Form shall not be entitled to receive any monetary
8 payment, and his or her claim shall not be considered a Valid Claim and shall not be
9 entitled to object to the Settlement Agreement or appear at the Final Approval Hearing.
10 All Settlement Class Members who do not submit a timely, valid notice of intent to opt
11 out will be bound by the Settlement Agreement and the Judgment, including the release
12 of any claims pursuant to the Settlement Agreement.

13 13. **Exclusion from the Settlement Class.** Settlement Class members who
14 wish to opt out of and be excluded from the Settlement must timely submit a written
15 notice to the Claims Administrator of such intent by (a) mailing it with a postmark by
16 the Opt-Out Date to the designated Post Office box established by the Claims
17 Administrator or (b) emailing it to the Claims Administrator using the email address
18 provided on the Settlement Website no later than the Opt-Out Deadline, which is
19 [REDACTED], 2026 [60 days from the date of the Notice Commencement Date]. To
20 be effective, the written opt-out notice must include the following: (a) the requestor's
21 name, address and email address; (b) the requestor's individual signature; (c) the name
22 and number of this Litigation (e.g., "*IN RE: STIIZY INC., DATA BREACH SECURITY*
23 *LITIGATION, Case No. : -cv- -GW-SSC C.D. Cal.*"); and (4) a statement that
24 clearly manifests his or her wish to be excluded from the Settlement Class for purposes
25 of this Settlement. One person may not opt out someone else and so-called "class" or
26 "mass" opt-outs shall not be permitted or recognized. The Claims Administrator shall
27 periodically notify Class Counsel and Defendant's counsel of any notices of intention
28 to opt out.

1 14. All Settlement Class members who submit a timely, valid notice of intent
2 to opt out will be excluded from the Settlement Class and will not be bound by the terms
3 of the Settlement Agreement, shall not be bound by the release of any claims pursuant
4 to the Settlement Agreement or any judgment. All Settlement Class Members who do
5 not submit a timely, valid notice of intent to opt out will be bound by the Settlement
6 Agreement and the Judgment, including the release of any claims pursuant to the
7 Settlement Agreement.

8 15. **Objections to the Settlement.** Any objection to the Settlement must be in
9 writing. All written objections and supporting papers must be submitted to the Claims
10 Administrator by (a) mailing it with a postmark by the Objection Date to the designated
11 Post Office box established by the Claims Administrator or (b) emailing it to the Claims
12 Administrator using the email address provided on the Settlement Website and served
13 on the Claims Administrator on or before the Objection Deadline, which is
14 , 2025 [60 days from the Notice Commencement Date]. To be effective
15 all objections shall clearly state: (i) the objector’s full name and address; (ii) the case
16 name and number, *IN RE: STIIZY INC., DATA BREACH SECURITY LITIGATION*,
17 *Case No. : -cv- -GW-SSC C.D. Cal.* ; (iii) information identifying the objector
18 as a Class Member, including proof that the objector is a Class Member (e.g., copy of
19 the objector’s settlement notice, copy of original notice of the Data Security Incident,
20 or a statement explaining why the objector believes he or she is a Class Member); (iv)
21 a written statement of all grounds for the objection, accompanied by any legal support
22 for the objection the objector believes applicable; (v) the identity of any and all counsel
23 representing the objector in connection with the objection; (vi) a statement whether the
24 objector and/or his or her counsel will appear at the Final Fairness Hearing; and (vii)
25 the objector’s signature or the signature of the objector’s duly authorized attorney or
26 other duly authorized representative (if any) representing him or her in connection with
27 the objection. To be timely, written notice of an objection that substantially complies
28 with (i)–(vii) must be submitted to the Claims Administrator by either email or USPS

1 mail, to an address indicated on the Notice and Website, and received prior to the
2 Objection Date.

3 16. Any Settlement Class Member who does not make a valid written
4 objection as set forth by the Settlement shall be deemed to have waived any and all
5 rights to appear separately and/or object to the Settlement Agreement, and shall be
6 foreclosed from making any objection to the fairness or adequacy of or from seeking
7 review by any means, including an appeal, of the Settlement or the Settlement
8 Agreement terms.

9 17. **Submission of Claims.** To receive a Claim Payment, the Settlement Class
10 Members must follow the directions in the Notice and file a claim with the Claims
11 Administrator by the Claims Deadlines, which is [redacted], 2026 [75 days from the Notice
12 Commencement Date]. Settlement Class Members who do not submit a valid claim will
13 not receive a Claim Payment and will be bound by the Settlement.

14 18. **Schedule of Events.** The following events shall take place as indicated in
15 the chart below:

EVENT	DATE
Last day for Defendant to provide Class Member Information to the Claims Administrator	Within 5 calendar days after the issuance of the Preliminary Approval Order
Settlement Funding (deadline to fund non-reversionary cash settlement)	\$750,000 within 30 calendar days of the issuance of the Preliminary Approval Order, \$1,100,000 by August 26, 2026, or 30 calendar days after the issuance of the Preliminary Approval Order, whichever is later; \$1,100,000 by September 30, 2026, or 30 calendar days after the issuance of the Preliminary Approval Order, whichever is later
Notice Date (the date the Claims Administrator must commence Class Notice)	Within 30 calendar days after the issuance of the Preliminary Approval Order

1 2 3	Motions for Attorneys' Fees, Reimbursement of Expenses, and Service Payments to be filed by Plaintiffs' Counsel	14 calendar days prior to the Objection / Exclusion Deadline
4 5	Objection Deadline (filing deadline for Objections)	60 calendar days after the Notice Date
6 7	Exclusion Deadline (deadline to submit Opt-Outs)	60 calendar days after the Notice Date
8 9	Claims Deadline (submission deadline for Claims)	75 calendar days after the Notice Date
10 11	Motion for Final Approval	14 calendar days prior to Final Approval Hearing
12	Final Approval Hearing	Any date that is at least 135 days after the issuance of the Preliminary Approval Order

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19. **Authority to Extend.** The Court may, for good cause, extend any of the deadlines set forth in this Preliminary Approval Order without further notice to the Settlement Class Members. The Final Approval Hearing may, from time to time and without further notice to the Settlement Class, be continued by order of the Court.

20. If, for any reason, the Settlement Notice Date does not or cannot commence at the time specified above, the Parties will confer in good faith and recommend a corresponding extension of the Claims Deadline and, if necessary, appropriate extensions to the Objection and Opt-Out deadlines, to the Court.

21. **Notice to appropriate federal and state officials.** The Claims Administrator shall, within ten (10) calendar days of the entry of this Preliminary Approval Order, prepare and provide the notices required by the Class Action Fairness Act of 2005, Pub. L. 109-2 (2005), including, but not limited to, the notices to the United States Department of Justice and to the Attorneys General of all states in which Settlement Class members reside, as specified in 28 U.S.C. § 1715. Class Counsel and counsel for Defendant shall cooperate in the drafting of such notices and shall provide the Claims Administrator with any and all information in their possession necessary for

1 the preparation of these notices.

2 22. **Final Approval Hearing.** The Court shall conduct a Final Approval
3 Hearing to determine final approval of the Agreement on [redacted] at [redacted] [am/pm]
4 [a date no earlier than 135 days after the Preliminary Approval Order]. At the Final
5 Approval Hearing, the Court shall address whether the proposed Settlement should be
6 finally approved as fair, reasonable and adequate, and whether the Final Approval Order
7 and Judgment should be entered; and whether Class Counsel’s application for attorneys’
8 fees, costs, expenses and service award should be approved. Consideration of any
9 application for an award of attorneys’ fees, costs, expenses and service award shall be
10 separate from consideration of whether or not the proposed Settlement should be
11 approved, and from each other. The Court will not decide the amount of any service
12 award or Class Counsel’s attorneys’ fees until the Final Approval Hearing. The Final
13 Approval Hearing may be adjourned or continued without further notice to the Class.

14 23. **In the Event of Non-Approval.** In the event that the proposed Settlement
15 is not approved by the Court, the Effective Date does not occur, or the Settlement
16 Agreement becomes null and void pursuant to its terms, this Order and all orders entered
17 in connection therewith shall become null and void, shall be of no further force and
18 effect, and shall not be used or referred to for any purposes whatsoever in this civil
19 action or in any other case or controversy before this or any other Court, administrative
20 agency, arbitration forum, or other tribunal; in such event the Settlement and all
21 negotiations and proceedings directly related thereto shall be deemed to be without
22 prejudice to the rights of any and all of the Parties, who shall be restored to their
23 respective positions as of the date and time immediately preceding the execution of the
24 Settlement.

25 24. **Stay of Proceedings.** With the exception of such proceedings as are
26 necessary to implement, effectuate, and grant final approval to the terms of the
27 Settlement Agreement, all proceedings are stayed in this Action and all Settlement Class
28 members are enjoined from commencing or continuing any action or proceeding in any

1 court or tribunal asserting any claims encompassed by the Settlement Agreement, unless
2 the Settlement Class member timely files a valid notice of intent to opt out as set forth
3 in the Settlement Agreement.

4 25. **No Admission of Liability.** By entering this Order, the Court does not
5 make any determination as to the merits of this case. Preliminary approval of the
6 Settlement Agreement is not a finding or admission of liability by Defendant.
7 Furthermore, the Settlement Agreement and any and all negotiations, documents, and
8 discussions associated with it will not be deemed or construed to be an admission or
9 evidence of any violation of any statute, law, rule, regulation, or principle of common
10 law or equity, or of any liability or wrongdoing by Defendant, or the truth of any of the
11 claims. Evidence relating to the Settlement Agreement will not be discoverable or used,
12 directly or indirectly, in any way, whether in this Action or in any other action or
13 proceeding before this or any other Court, administrative agency, arbitration forum, or
14 other tribunal, except for purposes of demonstrating, describing implementing, or
15 enforcing the terms and conditions of the Agreement, this Order, the Final Approval
16 Order, and the Judgment.

17 26. **Retention of jurisdiction.** The Court retains jurisdiction over this Action
18 to consider all further matters arising out of or connected with the Settlement Agreement
19 and the settlement described therein.

20
21 IT IS SO ORDERED.

22
23 Dated:

24 Hon. GEORGE H. WU
25 United State District Judge
26
27
28

1 Agreement and this Order. The Claims Administrator shall post the Long Form Notice
2 on the Settlement Website.

3 12. **Objection and Opt-Out Deadline.** Settlement Class Members who
4 wish to object to the Settlement or to exclude themselves from the Settlement must do
5 so by the Objection Deadline and Opt-Out Deadline, which is [REDACTED], 2026
6 **(60 days from the Notice Commencement Date)**. Any Settlement Class Member who
7 submits an Opt-Out and a Claim Form shall not be entitled to receive any monetary
8 payment, and his or her claim shall not be considered a Valid Claim and shall not be
9 entitled to object to the Settlement Agreement or appear at the Final Approval Hearing.
10 All Settlement Class Members who do not submit a timely, valid notice of intent to opt
11 out will be bound by the Settlement Agreement and the Judgment, including the release
12 of any claims pursuant to the Settlement Agreement.

13 13. **Exclusion from the Settlement Class.** Settlement Class members who
14 wish to opt out of and be excluded from the Settlement must timely submit a written
15 notice to the Claims Administrator of such intent by (a) mailing it with a postmark by
16 the Opt-Out Date to the designated Post Office box established by the Claims
17 Administrator or (b) emailing it to the Claims Administrator using the email address
18 provided on the Settlement Website no later than the Opt-Out Deadline, which is
19 [REDACTED], 2026 **[60 days from the date of the Notice Commencement Date]**. To
20 be effective, the written opt-out notice must include the following: (a) the requestor's
21 name, address and email address; (b) the requestor's individual signature; (c) the name
22 and number of this Litigation (e.g., "*IN RE: STIIZY INC., DATA BREACH SECURITY*
23 *LITIGATION, Case No. : -cv- -GW-SSC C.D. Cal.*"); and (4) a statement that
24 clearly manifests his or her wish to be excluded from the Settlement Class for purposes
25 of this Settlement. One person may not opt out someone else and so-called "class" or
26 "mass" opt-outs shall not be permitted or recognized. The Claims Administrator shall
27 periodically notify Class Counsel and Defendant's counsel of any notices of intention
28 to opt out.

EXHIBIT F

ELECTRONIC SERVICE REQUESTED

**Court-Approved
Legal Notice**



**This is an important notice about
a class action lawsuit.**

<<Refnum Barcode>>

CLASS MEMBER ID: <<Refnum>>

Postal Service: Please do not mark or cover barcode

<<FirstName>> <<LastName>>

<<Company>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip>>-<<zip4>>

<<Country>>

What is this lawsuit about? This is a Court-authorized Class Notice of a proposed Settlement in a class action lawsuit, In Re: STIIZY Inc. Data Breach Security Litigation, No. 2:25-cv-00490-SJC, pending in the U.S. District Court for the Central District of California. The settlement will resolve a lawsuit brought on behalf of persons who allege STIIZY, Inc. (referred to as "STIIZY" or "Defendant") committed legal violations in connection with a October 2024 data breach where certain information was stolen from Defendant's servers (the "Data Security Incident"). STIIZY denies these allegations, denies violations of any law, and denies all liability.

Who is a Class Member? The Class includes all persons whose personally identifiable information or private health information (collectively "Private Information") was accessed, compromised, or stolen in the Data Security Incident announced by Defendant on January 7, 2025. There is also a subclass that includes all persons who were residents of California when doing business with Defendant, whose Private Information was accessed, compromised, or stolen in the Data Security Incident announced by Defendant on January 7, 2025.

What are the benefits? The Settlement provides the following benefits:

- **Credit Monitoring and Insurance Services:** Class Members may elect, in addition to the Documented Losses or Pro Rata Cash Fund Payment compensation options, to receive two years of Credit Monitoring, Fraud Consultation, and Identity Theft Restoration Services, which will include (i) up to \$1 million dollars of identity theft insurance coverage and (ii) three-bureau credit monitoring.
- **Compensation for Documented Losses:** Class Members may submit a claim for Documented Losses up to seven-thousand and five-hundred dollars (\$7,500) per individual. Defendant will pay valid and timely submitted claims for the following: unreimbursed costs, expenses or charges incurred addressing or remedying identity theft, fraud, or misuse of personal information and/or other issues reasonably traceable to the Data Security Incident upon submission of an approved claim and supporting documentation. If you intend to claim these benefits, you must file your claim online or mail in the claim form available on the settlement website. Do not submit claims for Documented Losses using this postcard.
- **Pro Rata Cash Fund Payment:** Instead of Documented Losses, you may choose to receive a *pro rata* share of the Net Settlement Fund by submitting a timely and valid Claim Form. Pro rata cash fund payments are in the alternative (not in addition) to any compensation for documented out of pocket losses. California Subclass Members who elect a pro rata cash fund payment will receive double the cash fund payment as other Class Members.

How to file a claim. You must file a Claim Form by mail postmarked by **DATE**, and mailed to the Claims Administrator's address below, or online at **WEBSITE** by **DATE** to receive compensation from the Settlement.

What are my other options?

- **Do Nothing:** If you do nothing, you remain in the Settlement. You give your rights to sue but you will not get any compensation as a Class Member.
- **Exclude Yourself:** You can get out of the Settlement and keep your right to sue about the claims in this Action, but you will not get any compensation from the Settlement. You must submit a Request for Exclusion to the Claims Administrator by **DATE**.
- **Object:** You can stay in the Settlement but tell the Court why you think the Settlement should not be approved. Your written objection must be submitted by **DATE**. Detailed instructions on how to file a Claim Form, exclude yourself, or object can be found on the Class Notice found on the Settlement Website. The Court will require only substantial compliance with objection requirements. The requirement to make your objection in writing may be excused upon a showing of good cause.
- **Attend a hearing:** The Court will hold the Final Approval Hearing on **DATE** at **TIME PT**, to consider whether the proposed Settlement is fair, reasonable, and adequate, to consider Plaintiff's Counsel's Fees and Expenses amount for attorneys' fees not to exceed \$983,333 plus reasonable expenses, estimated at \$30,000, and request a Service Award of \$2,500 for each Class Representative (\$15,000 total), and to consider whether and if it should be approved. The date and time of the hearing may change without further notice. Please check **WEBSITE** to confirm that date has not changed and for a Zoom link to remotely attend the hearing. You may attend the hearing, with your own attorney, at your own expense, but you do not have to.

This is only a summary. For additional information, including a copy of the Settlement Agreement and other documents, visit the documents section of the Settlement Website or contact class counsel at **NUMBER OR EMAIL**. You may also contact the Claims Administrator to update your address or contact information at **CONTACT INFORMATION**. PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Postage
Required

Claims Administrator
c/o XXXXXXXX
P.O. Box XXXXX
New York, NY 10150-XXX

<<Barcode>>

Class Member ID: <<Refnum>>

ID #:537

VISIT THE SETTLEMENT WEBSITE BY
SCANNING THE PROVIDED QR CODE**CLAIM FORM****Claims must be submitted online or postmarked no later than DATE.**All class members can submit a claim form online at www.Website.com or the QR Code above.

If you are seeking only Credit Monitoring and Insurance Services and/or a Pro Rata Cash Fund Payment, you can complete and mail this Claim Form back to the Claims Administrator.

Claims for Documented Losses must be submitted using the claim form available on the settlement website or online.

Class Member ID: <<refnum>>

<<firstname>> <<mi>> <<lastname>>

<<address1>> <<address2>>

<<City>>, <<State>> <<Zip>>

If different than the preprinted data on the left, please print your correct information.

First Name Last Name_____
Address_____
City_____
State_____
Zip Code**Credit Monitoring and Insurance Services****1. Would you like to sign up for credit monitoring and insurance services? YES or NO (circle)****Pro Rata Cash Fund Compensation****1. Would you like to choose the pro rata cash fund payment? YES or NO (circle)****2. Were you a California resident when doing business with STIIIZY? YES or NO (circle)**Instead of Documented Losses, Class Members may elect to receive a pro rata cash fund payment. If you were a California resident when doing business with STIIIZY, your pro rata cash fund payment will be double. The actual amounts of these payments will be adjusted up or down on a *pro rata* basis.The Claims Administrator may contact you for additional information. If you fail to respond, or the information that you provide cannot be verified, you may not receive the benefits that you have requested. **By signing my name below, I swear and affirm that the information included on this claim form is true and accurate, and that I am completing this Claim Form to the best of my personal knowledge.**

E HIBIT B

*IN RE THIRY INC. DATA EACH
SECURITY LITIGATION*

Case No. 2:25-cv-00490-GW-SSC

Clarison's Firm Resume

Clarkson

Firm Resume 2026

Malibu, CA

San Francisco, CA

San Diego, CA

Santa Barbara, CA

Washington, DC

Chicago, IL

Detroit, MI

New York, NY



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We imagine a fair future for all people.



**We curate, cultivate,
and champion cases to win justice
for real people.**

Clarkson is a public interest law firm. We focus on class and mass actions that help create a fairer, equitable, and sustainable society for everyone.

FIRM HISTORY & BACKGROUND



Firm History and Background

Clarkson is a public interest law firm founded in 2014, headquartered in Malibu, California. We represent individuals, groups, small businesses, non-profits, and whistleblowers in state and federal court, at trial and appellate levels, in class action and collective action cases, throughout California, New York, and the United States. Our growth and success are fueled by a culture that attracts brilliantly innovative, diverse attorneys who are driven by a shared purpose. With a long list of wins and high impact settlements—from contested class certification motions and appointments as class counsel, to prosecuting extensive and complex false advertising actions—our track record speaks for itself.

Justice means more to us than just recovering monetary damages. The people we represent are an essential part of establishing precedents and policies that help protect countless others. Their participation makes society safer and fairer for everyone.

PRACTICE AREAS

Making the future fair together.

Our work is about something bigger than winning rightful compensation. Each area of our practice is an opportunity to empower people. We see public interest cases as essential tools of democracy, offering representation and participation to people who would not otherwise have the ability and resources to tackle these issues on their own. Our partnerships with everyday citizens serve as a healthy check on power and drive meaningful change that makes society safer, freer, and fairer for all.

Artificial Intelligence • Appeals & Writs •
Sexual Assault • Fertility Negligence •
Employment • Mass Arbitration •
Whistleblowers • Data Privacy & Misuse •
False Advertising • Mass Torts •
Antitrust • Environmental Sustainability

FIRM STATS & IMPACT



Judicial Praise for Clarkson Law Firm, P.C.

JUDICIAL PRAISE

“
”

I just wanted to say that both counsel [Glenn Danas for Plaintiff/Appellant, and Alan Schoenfeld of WilmerHale for Chase] did an exceptional job, and whatever they're paying you isn't enough.

Judge J. Clifford Wallace

During oral argument in *McShannock v. JP Morgan Chase Bank NA* (9th Cir. May 13, 2020)

“
”

It is clear to the Court that the Clarkson lawyers [Yana Hart and Ryan Clarkson] are experienced, knowledgeable, and competent; that they will zealously advocate on behalf of the class; and that they will dedicate substantial time and resources to litigating this action.

Honorable Michael W. Fitzgerald, United States District Judge

In Gunaratna v. Dennis Gross Cosmetology LLC (C.D. Cal, April 4, 2023)

“
”

This is the point at which I usually submit the matter. I feel instead I should applaud. I've been looking forward to this argument all week, because it's a difficult area for me, and an interesting one. Now, I'm not a big fan of difficult, I'm addicted to interesting, and your [Brent Robinson for Plaintiff/Appellant and Fermin Llaguno of Littler Mendelson P.C. for In-n-Out Burgers] performance today lived up to my expectations. I wish your clients were here to see how well you represented them today.

Hon. William W. Bedsworth (now Ret.)

At the close of oral argument in *Piplack v. In-n-Out Burgers* (2023) 88 Cal.App.5th 1281



Case Profiles

We have an active civil trial practice and track record of success, having won numerous contested class certification motions and appointments as class counsel, leading to significant class settlements, including the following: data breach and privacy actions, false and deceptive advertising class actions, and others.

DATA BREACH AND PRIVACY ACTIONS

The firm handles antitrust cases, class actions, and complex litigation in federal and state courts throughout the United States. Notable past and ongoing data privacy and breach cases include:

In Re: PowerSchool Holdings, Inc. and PowerSchool Group, LLC Customer Security Breach Litigation

No 3:25-md-03149-BEN-MSB (S.D. Cal June. 17, 2025)

Clarkson appointed to the Plaintiffs' Steering Committee in consolidated litigation involving massive data breach that affected over 50 million students and 10 million teachers. Out of the dozens of firms who applied for leadership, Clarkson was selected as one of the six firms chosen for the PSC.

In re Laboratory Services Cooperative Data Breach Litigation

No 2:25-cv-00685-BJR (W.D. Washington, June 6, 2025)

Clarkson appointed to the Plaintiffs' Steering Committee in consolidated medical data breach case.

Jines v. California Cryobank, LLC

No 2:25-cv-02611-MWC-KES (C.D. California, April 28, 2025)

Clarkson appointed as Interim Co-Lead Counsel in consolidated data breach class action against reproductive medical clinic.

G.E. v. STIIIZY, Inc.,

No 2:25-cv-00490-GW-SSC (C.D. California, April 14, 2025)

Clarkson appointed as Interim Co-Lead Counsel in data breach affecting hundreds of thousands of customers.

Rouillard v. SAG-AFTRA Health Plan

No 2:24-cv-10503-MEMFJPR (C.D. Cal Dec. 5, 2024)

Clarkson appointed Interim Co-Lead Counsel in data breach class action involving loss of personal information and confidential health information. The case seeks to remedy the profound loss of privacy that occurred due to the breach of this extremely sensitive information.

Saeedy, et al., v. Microsoft Corporation

(County of King, WA 2024)

Clarkson and its co-counsel prevailed on a motion to compel arbitration in a case involving surreptitious tracking of millions of users' internet browsing activity.

Faulkner v. MoneyGram Payment Systems, Inc.,

No. 3:24-cv-02557-X (N.D. Texas Oct. 10, 2024)

Clarkson appointed to the Plaintiffs' Executive Committee in a consolidated action involving disclosure of sensitive information.

In re Dropbox Sign Data Breach Litigation,

No. 4:24-cv-02637-JSW (N.D. Cal. May 2, 2024)

Clarkson appointed Interim Co-Lead Counsel in a data breach case involving disclosure of sensitive and private information.

Heath, et al. v. Keenan & Associates

No. 24STCV03018 (Super. Ct. L.A. County, Feb. 2, 2024)

Clarkson appointed as Class Counsel; obtained \$14 million settlement for individuals affected by data breach in class action involving exposure of sensitive financial and medical records.

B.K., et al. v. Eisenhower Medical Center

No 5:23-cv-02092-JDB (C.D. Cal Oct. 12, 2023)

Clarkson appointed as Interim Co-Lead Counsel in a case involving the unauthorized transmission of confidential health information using online tracking technologies; final approval granted on October 20, 2025.

C.M., et al. v. MarinHealth Medical Group, Inc.

No 3:23-cv-04179-WHO (N.D. Cal Aug. 16, 2023)

Clarkson successfully overcame a motion to dismiss on nearly all counts—with only one claim dismissed—in a case involving the misuse and unauthorized disclosure of confidential medical information. Clarkson's litigation efforts resulted in a class-wide settlement, which was granted final approval on November 13, 2025.

B.K. et. al. v. Desert Care Network, et. al.

Case No. 2:23-cv-5021 (C.D. Cal. June 23, 2023)

Clarkson filed a class action against major healthcare providers for the unauthorized disclosure of personally identifiable and protected health information to third parties, including to social media platforms like Facebook. The case seeks to hold medical institutions accountable for violating patient privacy and federal data protection laws. Clarkson's zealous advocacy resulted in the court's denial of motion to dismiss on the key claims.

Hall, et al. v. Los Angeles Unified School District

Case No. 23STCV04334, (Los Angeles Co. Sup. Ct. Feb. 28, 2023)

Clarkson filed a class action against LAUSD following a widespread data breach that compromised the sensitive personal, medical, and psychological records of minor students. The case seeks justice for affected families and aims to hold the district accountable for its failure to safeguard private student data. Clarkson obtained successful orders on demurrers as to both Defendants, allowing the key claims to proceed.

In Re: Samsung Customer Data Security Breach Litigation

Civil Action No. 23-md-3055 (OPO)(EAP) MDL No. 3055

Clarkson represented consumers in a nationwide class action against Samsung following a massive data breach involving millions of users' sensitive and confidential personal information. The case sought redress for privacy violations and inadequate data security measures by one of the world's largest tech companies.

Hasson v. Comcast Cable Communications, LLC

2:23-cv-05039-JMY (E.D. Pa. May 15, 2023)

Clarkson was appointed to the Plaintiffs' Steering Committee in a high-profile multidistrict litigation (MDL) concerning a major data breach, following a contested leadership motion briefing. This appointment reflects the firm's recognized experience in complex data privacy cases and its continued role in shaping national litigation strategy on behalf of affected individuals. Class settlement was granted preliminary approval on January 16, 2026.

Baton v. Ledger SAS

Case No. 21017036, 2022 U.S. App. LEXIS 33183 (9th Cir. Dec. 1, 2022)

Clarkson successfully appealed a district court's erroneous dismissal of a data breach case on jurisdictional grounds. The Ninth Circuit's reversal marked an important precedent, reaffirming the rights of data breach victims to pursue justice in appropriate forums.

In Re: Tik Tok Inc., Consumer Privacy Litigation

MDL No. 2948

Clarkson successfully represented over four hundred of individual clients in a high-profile class action against TikTok, addressing the unauthorized transmission of private user data—including unpublished videos and images. The case underscores the firm's commitment to fighting invasive tech practices that exploit user privacy.

FALSE AND DECEPTIVE ADVERTISING CLASS ACTIONS

The firm represents consumers in false advertising and deceptive labeling class actions in both federal and state courts. Notable past and ongoing matters include cases challenging misleading claims about health, wellness, and personal care products.

Landsheft v. Apple, Inc.

Case No. 5:25-cv-02668 (N.D. Cal. March 19, 2025)

Clarkson appointed Interim Co-Lead Counsel in class action against Apple for allegedly false claims regarding the artificial intelligence capabilities of the iPhone 16. The case, which is ongoing, seeks to hold Apple accountable for falsely claiming its iPhone 16 would have “Apple Intelligence,” which would serve as a personal digital assistant, when it knew that the technology did not work.

Kandel, et al. v. Dr. Dennis Gross Skincare, LLC

Case No. 1:23-cv-01967-ER (S.D.N.Y. 2024)

Clarkson served as Class Counsel in a case involving false labeling claims against a major skincare brand. The firm secured final approval of a \$9.2 million settlement on behalf of a nationwide class, ensuring restitution for consumers misled by deceptive product representations.

Gunaratna, et al. v. Dr. Dennis Gross Skincare, LLC

Case No. 2:20-cv-02311-MWF-GJS

False, misleading, deceptive labeling and advertisement of products as containing “Collagen” when in fact the products did not contain collagen at all. Class certification granted and appointment of Clarkson Law Firm as Class Counsel by the Hon. Michael W. Fitzgerald on April 4, 2023.

Prescott v. Bayer Healthcare, LLC

Case No. 20-cv-00102-NC (N.D. Cal.)

In a class action concerning the false advertisement of products as “Mineral-based,” Clarkson was appointed Class Counsel and achieved final approval of a \$2.25 million nationwide settlement. The case reinforces the firm’s commitment to corporate accountability in consumer marketing.

Hezi, et al. v. Celsius Holdings, Inc.

Case No. 1:21-cv-09892-JHR (S.D.N.Y)

False labeling and advertisement of products as having “No Preservatives.” Final approval of \$7.8 million nationwide settlement class was granted by Hon. Jennifer H. Rearden on April 5, 2023.

Swetz v. GSK Consumer Health

2021 U.S. Dist. LEXIS 227208 (S.D.N.Y. Nov. 22, 2021)

Clarkson represented consumers in a false labeling action over products promoted as “100% Natural” and “Clinically proven to curb cravings.” Acting as Class Counsel, the firm secured a \$6.5 million nationwide settlement approved by the court, addressing misleading health claims in advertising.

Thomas v. Nestle USA, Inc.

Los Angeles Superior Court, Case No. BC649863, 2020 Cal. Super. LEXIS 45291

Unlawful and deceptive packaging of box candy. Class certification granted and appointment of Clarkson Law Firm as Class Counsel by Hon. Daniel J. Buckley on April 29, 2020. Final approval of \$3.7 million nationwide class granted by Hon. Daniel J. Buckley on January 14, 2022.

Escobar v. Just Born, Inc.

Case No. 2:17-cv-01826-BRO-PJW (C.D. Cal.)

Unlawful and deceptive packaging of movie theater box candy; class certification granted and appointment of Clarkson Law Firm as Class Counsel by Hon. Judge Terry J. Hatter, Jr. on June 19, 2019.

Skinner v. Ken's Foods, Inc.

Santa Barbara Superior Court Case No. 18CV01618 (June 28, 2019)

Unlawful and deceptive packaging of salad dressing labels; \$403,364 in attorneys' fees and expenses awarded to Clarkson Law Firm because lawsuit deemed catalyst for Ken's label changes

Iglesias v. Ferrara Candy Co.

Case No. 3:17-cv-00849-VC (N.D. Cal.)

Obtained \$2.5 million nationwide class settlement in class action litigation over unlawful and deceptive packaging of movie theater box candy products. Clarkson Law Firm was appointed Class Counsel and final approval granted by the Hon. Vince Chhabria on October 31, 2018.

Tsuchiyama v. Taste of Nature

Los Angeles Superior Court, Case No. BC651252

Unlawful and deceptive packaging of movie theater box candy; notice of settlement and stipulation of dismissal entered pursuant to final approval of nationwide class in related case *Trentham v. Taste of Nature, Inc.*, Case No. 18PG-CV00751 granted on October 24, 2018.

Amiri, et al. v. My Pillow, Inc.

San Bernardino Superior Court, Case No. CIVDS1606479 (Feb. 26, 2018)

United States certified class action settlement against a global direct-to-consumer novelty goods company for false advertising and mislabeling of a pillow product as able to cure ailments before the Hon. Bryan Foster; final approved and Clarkson Law Firm appointed Class Counsel on February 26, 2018.

Garcia v. Iovate et al.

Santa Barbara Superior Court, Case No. 1402915.

Secured over \$10 million settlement in false labeling and advertising class action litigation of the popular "Hydroxycut" weight loss supplement; Clarkson Law Firm successfully intervened, and, along with the efforts of co-counsel, increased the size of the settlement by more than ten-fold.

Morales, et al. v. Kraft Foods Group, Inc.

2015 U.S. Dist. LEXIS 177918 (C.D. Cal. June 23, 2015)

California class action against the world's second largest food and beverage company for falsely advertising and mislabeling "natural" cheese, before the Hon. John D. Kronstadt; class certification and appointment of Clarkson Law Firm as Class Counsel granted on June 23, 2015.

OTHER NOTABLE CASES

The firm also handles select high-impact cases outside its core practice areas, often taking on complex litigation that sets important precedents. Other notable matters include:

Relevant Grp., LLC v. Nourmand

116 F.4th 917 (9th Cir. 2024)

Published affirmance of summary judgment in favor of real estate development company defending against civil RICO claims under First Amendment protection.

Galarsa v. Dolgen California, LLC

88 Cal. App. 5th 639 (2023)

One of the first published reversals following the United States Supreme Court's decision in *Viking River Cruises, Inc. v. Moriana*, 596 U.S. 639 (2022) to hold that employees do not lose standing to pursue non-individual PAGA claims after individual PAGA claims have been compelled to arbitration.

Woodworth v. Loma Linda Univ. Med. Ctr.

93 Cal. App. 5th 1038 (2023)

Published partial reversal of trial court's summary adjudication in favor of defendants for wage and hour claims, including unlawful rounding policies based on a computer-based timekeeping system.

Kisting-Leung v. Cigna Corp.

No. 2:23-cv-01477-DAD-CSK, 2025 U.S. Dist. LEXIS 61242, at *2 (E.D. Cal. Mar. 30, 2025)

Denying motion to dismiss for equitable relief under ERISA § 502(a)(3) and California Unfair Competition Law claim, in a case involving a use of predictive AI algorithms to deny extended care to patients.

Est. of Lokken v. UnitedHealth Grp., Inc.,

No. 23-3514 (JRT/DJF), 2025 U.S. Dist. LEXIS 27262, at *2 (D. Minn. Feb. 13, 2025)

Declining to dismiss claim that UnitedHealth breached contractual obligations by relying on AI instead of doctors to deny vital post-acute care for elderly and other patients.

Artificial Intelligence Cases

Mr. Clarkson is leading the charge globally against some of the largest corporations in the world for their use of volatile and inaccurate artificial intelligence tools in healthcare, technology, and other sectors.

Fluoroquinolone Antibiotic Cases

Mr. Clarkson was the first plaintiff attorney in the nation to represent individuals suffering from permanent nerve damage caused by fluoroquinolone antibiotics, including Levaquin, Cipro, and Avelox. He advocated for dozens of clients across the country in litigation against Johnson & Johnson and Bayer Pharmaceuticals.

AMICUS CURIAE CONTRIBUTIONS

Nat'l Pork Producers Council v. Ross

598 U.S. 356 (2023)

Authored amicus curiae brief on behalf of United States Senator Cory Booker opposing California's Proposition 12 and the use of "gestation crates" for female pigs whose meat is sold in California.

Twitter, Inc. v. Taamneh

598 U.S. 471 (2023)

Authored amicus curiae brief involving the narrowing of liability under counterterrorism statute on behalf of retired United States Generals who served in Iraq and Afghanistan.

Keebaugh v. Warner Bros. Ent. Inc.

100 F.4th 1005 (9th Cir. 2024)

Authored amicus curiae brief in support of consumer protection claims involving the use of dark patterns and marketing to mislead and induce consumers to consent to binding contractual provisions.

Oliver v. Navy Fed. Credit Union

No. 24-188 (4th Cir. 2024)

Authored amicus curiae brief in favor of granting Federal Rule of Civil Procedure 23(f) petition following denial of class certification involving discriminatory lending practices.

Allen v. Blackbaud, Inc.

No. 24-180 (4th Cir. 2024)

Authored amicus curiae brief in favor of granting Federal Rule of Civil Procedure 23(f) petition following denial of class certification involving cybersecurity consumer concerns.

Lorenzo v. San Francisco Zen Center

116 Cal.App.5th 258 (Cal. 1st Dist. Ct. App. 2025)

Authored amicus curiae brief on constitutionality of California minimum wage and overtime laws as applied to clergy under First Amendment.



Our Team

Our team shares an unwavering belief in the power of people coming together to stand for what is right and enabling change. A single story, a single action, can enable a sea change.

OUR TEAM

**Practice Areas**

Class Action, Mass Torts

Bar & Court Admissions

U.S. Supreme Court, State Bar of California, State Bar of New York, State Bar of Michigan, 9th Cir., 6th Cir., C.D. Cal., N.D. Cal., S.D. Cal., E.D. Cal., S.D.N.Y., E.D.N.Y., W.D. Mich., E.D. Mich.

Education

J.D., 2005, Michigan State University School of Law, *summa cum laude*
B.A. in Political Science and Pre-Medical Studies, 1999, University of Michigan at Ann Arbor



Ryan J. Clarkson

Managing Partner

Ryan Clarkson is the founder and managing partner of Clarkson. Motivated from an early age by a desire to deliver justice for the underserved, the underprivileged, and the underdog, Mr. Clarkson has prosecuted hundreds of consumer class actions involving fraudulent uses of artificial intelligence, defective pharmaceutical drugs and medical devices, greenwashing, illegal employment practices, cosmetics mislabeling, food misbranding, data breaches, and insurance carrier bad faith. He was the first attorney in the United States to pursue justice for victims of fluoroquinolone antibiotics who suffered permanent and disabling nerve damage. A force for accountability in how big corporations label, advertise, and market consumer goods, Mr. Clarkson has obtained the largest ever false advertising settlements involving fraudulent packaging, free-from food mislabeling, and false collagen cosmetics claims in U.S. history.

Mr. Clarkson is a frequent speaker and guest lecturer at class action law conferences, law schools, podcasts, and national media on a variety of legal issues from class and mass actions to artificial intelligence and technology, to law practice management.

Mr. Clarkson is a Director Emeritus for the Los Angeles Trial Lawyers Charities (LATLC), which provides food, clothing, shelter, and financial aid to underserved and marginalized communities. Mr. Clarkson also co-founded and serves on the board of directors of the Adam Clarkson Foundation, which supports the higher-education needs of children who have lost a parent.

Mr. Clarkson is proficient in French, Farsi, and Spanish.

Awards and Recognitions

2021-2026 Southern California Super Lawyers

2022 The National Trial Lawyers Top 100 - Civil Plaintiff

OUR TEAM

Shireen M. Clarkson

Partner

Shireen is a partner and co-founder of Clarkson. She has over 20 years of experience as a civil litigator, having spent the majority of her career prosecuting consumer class actions and other multi-party litigations involving false advertising and labeling, unfair business practices, dangerous pharmaceutical drugs and medical devices, and defective products.

Her practice is focused on changing the unlawful conduct of some of the largest U.S. and global corporations throughout a variety of industries, including most notably, Big Food and Big Pharma within the United States. Shireen has earned numerous recognitions as lead counsel in various certified class action cases and other multi-party matters resulting in millions of dollars for consumers seeking redress, as well as policy changes that better serve the public.

Shireen has been an honorary board member of the Los Angeles Trial Lawyers Charities and strongly believes in giving back to one's community. She is engaged in volunteer efforts aimed at assisting under-privileged, under-served individuals and communities, and is also involved in local community efforts for children's education in Malibu where she resides.

Practice Areas

Class Action, Mass Torts

Bar & Court Admissions

State Bar of California, 9th Cir., C.D. Cal., N.D. Cal., S.D. Cal., E.D. Cal.

Education

J.D., 2004, University of California, Hastings
College of the Law

B.A., 2000, University of California, Santa Barbara

OUR TEAM

**Practice Areas**

Appeals & Writs, Class Action, PAGA Litigation

Bar & Court Admissions

U.S. Supreme Court, State Bar of California, 1st Cir., 2d Cir., 3d Cir., 4th Cir., 8th Cir., 9th Cir., C.D. Cal., E.D. Cal., N.D. Cal., S.D. Cal., E.D. Mich., Judicial Panel Multi-District Litigation

Education

J.D., 2001, Emory University School of Law, with honors, Emory Law Journal Board Member
B.S. in Industrial and Labor Relations, 1998, Cornell University

Clerkships

Hon. U.W. Clemon, United States District Court for the Northern District of Alabama, 2001-2002



Glenn A. Danas

Partner

Mr. Danas is a partner at Clarkson Law Firm where he chairs both the Appellate and Employment departments. Prior to joining Clarkson, Mr. Danas was a partner at Robins Kaplan LLP in Los Angeles, where he worked on a range of appellate litigation matters across the country, mostly on the plaintiff's side. Before that, he was a partner at one of the largest wage and hour plaintiff's class action firms in California, where he became well known for having argued and won multiple cases in the California Supreme Court and the Ninth Circuit, including *Iskanian v. CLS Transportation*, 59 Cal. 4th 348 (2014), *McGill v. Citibank, N.A.*, 2 Cal. 5th 945 (2017), *Williams v. Super. Ct.* (Marshalls of CA, LLO), 3 Cal. 5th 531 (2017), *Gerard v. Orange Coast Memorial Medical Center*, 6 Cal. 5th 443 (2018), *Brown v. Cinemark USA, Inc.*, 705 F. App'x 644 (9th Cir. Dec. 7, 2017), and *Baumann v. Chase Investment Services Corp.*, 747 F.3d 1117 (9th Cir. 2014). Mr. Danas has argued over 63 appeals and briefed dozens more.

Awards and Recognitions

California Academy of Appellate Lawyers (elected 2024)
American Bar Foundation, Fellow
2023-2026 *The Best Lawyers in America*® for Appellate Practice
2021-2025 Lawdragon 500 Leading Plaintiff Employment & Civil Rights Lawyers
2024-2026 Super Lawyers Southern California
2015-2019, 2022-2024 Daily Journal: Top 75 Labor and Employment Attorneys
2017 The Daily Journal: Top 100 Attorneys in California
2022 The Daily Journal: "Top Verdicts and Appellate Reversals" (for published reversals in *Salazar v. Target* and *Salazar v. Wal-Mart*)
2017 The Daily Journal: "Top Verdicts and Appellate Reversals" (for winning *McGill v. Citibank*)
2015 California Lawyer Magazine: "California Lawyer Attorney of the Year (CLAY) Award"
2013 Daily Journal: "Top 20 Lawyer Under 40 in California"
2021 L.A. Business Journal: Leaders of Influence: Thriving in Their 40s

Certifications

Certified Appellate Law Specialist by the California Board of Legal Specialization and the California Bar Association (2021)

OUR TEAM



Timothy K. Giordano

Litigation Chair

Mr. Giordano is a partner at Clarkson, leveraging over fifteen years of complex litigation and trial experience in federal and state courts. Mr. Giordano focuses his practice on consumer and other class and collective actions in securities, antitrust, civil rights, and employment law.

Prior to joining Clarkson, Mr. Giordano worked at prominent defense firm Skadden, Arps; Slate, Meagher & Flom LLP; as well as leading media, technology, and financial data company, Bloomberg L.P., in New York City.

Mr. Giordano also served as a law clerk for the Honorable Frank M. Hull on the U.S. Court of Appeals for the Eleventh Circuit, counseling on a wide range of federal appellate matters.

Mr. Giordano is admitted to the State Bars of New York and New Jersey. He is also a member of the bars of the United States District Courts for the Southern and Eastern Districts of New York, and the District of New Jersey.

Mr. Giordano received his law degree from Emory University School of Law, where he graduated first in his class.

Mr. Giordano has taught communication and persuasion as an adjunct professor and has served on various fiduciary and advisory boards, including as a member of the executive committee of the American Conference on Diversity, a nonprofit dedicated to building more just and inclusive schools, communities, and workplaces. Additionally, he is chairman of the board at the College of Communication and Information at Florida State University.

Awards and Recognitions

2024-2025 Lawdragon 500 Leading Civil Rights & Plaintiff Employment Lawyers

Practice Areas

Antitrust, Class Action, Civil Rights, Employment Law, Mass Arbitration, False Advertising

Bar & Court Admissions

State Bar of New Jersey, State Bar of New York, D.N.J., E.D.N.Y., N.D.N.Y., S.D.N.Y.

Education

J.D., 2001, Emory University School of Law, Graduated first in class

OUR TEAM



Tracey B. Cowan

Partner

Ms. Cowan is a partner at Clarkson and head of the firm's Fertility Negligence and Sexual Assault practice areas. At her prior firm, Ms. Cowan helped pioneer one of the first embryo loss practice groups in the country. She has served as counsel on many of the most publicized cases in this practice area, working closely with plaintiffs, witnesses, and experts to vindicate her clients' rights. Her work in this sphere spans the gamut from IVF clinic misconduct, product liability claims, switched embryo cases, to egg and embryo loss or destruction.

In her role as head of the firm's Sexual Assault practice, Ms. Cowan focuses on championing the rights of survivors. She has managed hundreds of cases involving sexual assault, harassment, trafficking, and exploitation across the country. Her experience ranges from rider and driver cases in the rideshare space, to cases against celebrities, to child sexual assault matters against major institutions and religious organizations. She feels passionately about amplifying voices of survivors and achieving justice for the most marginalized members of our society.

As an experienced litigator, Ms. Cowan has been quoted in dozens of national and international publications, including The New York Times, CNN.com, and Sing Tao USA. She has also made multiple television appearances regarding her cases, including on FOX, ABC, NBC, and CBS.

Leadership

Member of the Plaintiffs' Steering Committee for the Uber Passenger Sexual Assault Multidistrict Litigation currently pending in N.D. Cal.

Awards and Recognitions

2025-2026 Southern California Super Lawyers

2024-2025 Lawdragon 500 Leading Civil Rights & Plaintiff Employment Lawyers

Unity Award, Minority Bar Coalition for work with the Jewish Bar Association of San Francisco

Practice Areas

Fertility Negligence, Sexual Assault

Bar & Court Admissions

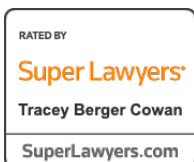
State Bar of California, 9th Cir., C.D. Cal., E.D. Cal., N.D. Cal., S.D. Cal.

Education

J.D., 2006, Northwestern University School of Law.

Volunteer mediator for the Cook County Court System

B.A. in Psychology and Sociology (double major), 2002, New York University, with honors



OUR TEAM



Kristen G. Simplicio

Partner

Kristen Simplicio is a partner at Clarkson. She has represented consumers and workers in a wide range of class action lawsuits arising under various state and federal laws. Prior to joining Clarkson in 2024, Ms. Simplicio worked at two consumer class action firms, spending five years at Tycko & Zavareei LLP in Washington, D.C., and ten years at Gutride Safer LLP in San Francisco.

Over the course of her career, Ms. Simplicio achieved a number of successes on behalf of consumers in the areas of false advertising and unfair debt collection practices. In particular, Ms. Simplicio has successfully sued loan servicers over junk fees charged to homeowners and students. She has also litigated a number of cases brought under the Racketeer Influenced and Corrupt Organizations Act.

Ms. Simplicio graduated cum laude from American University, Washington College of Law, in 2007. There, she served as Notes & Comments Editor on the Administrative Law Review. She obtained her bachelor's degree from McGill University in 1999.

She is a member of the American Association for Justice, National Association of Consumer Advocates, and Public Justice.

Practice Areas

Class Action, Consumer Protection, Unfair and Deceptive Trade Practices, Debt Collection & Loan Servicing, RICO, Wage & Hour

Bar & Court Admissions

U.S. Supreme Court, Bar of the District of Columbia, State Bar of California, 1st Cir., 4th Cir., 9th Cir., 11th Cir., D.D.C., C.D. Cal., N.D. Cal., E.D. Cal.

Education

American University, Washington College of Law, J.D. 2007

McGill University, B.Comm, 1999

Awards and Recognitions

2023-2025 Washington, D.C. Super Lawyers



OUR TEAM



Derek Brandt

Partner

Derek Brandt has spent decades litigating important disputes against some of the world's most powerful corporate and financial interests, regularly practicing in some of the most influential state and federal courts in America. His plaintiff-oriented practice focuses on competition, antitrust, and other commercial and consumer disputes, both on a class and individual basis.

Since 2017, Mr. Brandt has spearheaded groundbreaking antitrust litigation on behalf of restaurant workers challenging franchise chains' employee "no poaching" pacts, which suppress wages for low-income workers. After years of litigation, Mr. Brandt and his co-counsel team won an important endorsement of their theory, when the U.S. Court of Appeals for the Seventh Circuit vacated an adverse trial court judgment. *See Deslandes v. McDonald's USA, LLC*, 81 F.4th 669 (7th Cir. 2023). The Deslandes decision was listed as *Law360's* #1 Seventh Circuit Civil Opinion of 2023 and prompted various additional awards and recognitions. Mr. Brandt and his team previously prevailed in an earlier appeal addressing a different antitrust issue in another no-poaching case, *Arrington v. Burger King Worldwide*, 47 F.4th 1247 (11th Cir. 2022).

Mr. Brandt also serves as court-appointed Interim Liaison Counsel in *In Re Crop Inputs Antitrust Litigation* (MDL No. 2993, E.D. Mo.). His antitrust work includes representing commercial metals purchasers in a global price-fixing case against large investment banks and securing an eight-figure pre-trial settlement for a surgical device manufacturer in a Sherman Act "tying" case. He also litigates Lanham Act and unfair competition claims arising from seller conduct on popular consumer commerce platforms.

Awards and Recognitions

2024 American Antitrust Institute: Outstanding Antitrust Litigation Achievement in Private Practice for *Deslandes v. McDonald's USA, LLC*, 81 F.4th 699 (7th Cir. 2023)

Sept. 2023 *Law360* Legal Lion of the Week for *Deslandes v. McDonald's USA, LLC*, 81 F.4th 699 (7th Cir. 2023)

Sept. 2019 *Law360* Legal Lion of the Week for *Eastman Kodak Co. v. Goldman Sachs et al.*, 936 F.3d 86 (2d Cir. 2019)

2012-2026 Illinois Super Lawyers

2020 Illinois Top 100 Super Lawyer

2018-2024 *The Best Lawyers in America*® for Class Actions / Mass Torts

2026 Lawdragon 500 Leading Global Antitrust & Competition Lawyers

Practice Areas

Antitrust

Bar & Court Admissions

State Bar of Illinois, 2d Cir., 3d Cir., 6th Cir., 7th Cir., 9th Cir., 11th Cir., N.D. Ill., S.D. Ill., C.D. Ill., E.D. Mo., E.D. Mich., W.D. Pa., N.D. Tex.

Education

J.D., 1995, Indiana University Maurer School of Law
B.A., 1992, DePauw University

Professional Memberships

American Association for Justice
American Bar Association
Federal Bar Association
Illinois State Bar Association



OUR TEAM



Bahar Sodaify

Partner

Bahar is a partner at Clarkson, where her practice focuses on consumer class actions involving food labeling, cosmetics, and other consumer products. As one of the very first associates at Clarkson, Bahar has played an integral role in the firm's growth and continued success, helping to secure significant results for consumers—including victories in slack-fill litigation and other key areas of false advertising law.

Bahar has been appointed Class Counsel in numerous multimillion-dollar nationwide class action settlements, including the largest known class action lawsuit involving a "no preservatives" claim. In recognition of her expertise in the field, Bahar also serves on the Steering Committee for the Consumer Goods Litigation Forum.

Prior to joining Clarkson, Bahar was a litigation associate at a personal injury firm, where she was involved in all stages of litigation. She worked relentlessly to achieve justice for her clients, helping recover millions of dollars on their behalf, with a particular focus on representing minors injured in accidents.

Bahar earned her J.D. from Southwestern Law School in 2012, where she was a member of the *Journal of International Law* and *The Children's Rights Clinic*. She graduated *summa cum laude* from the University of California, Los Angeles in 2009 with a Bachelor of Arts degree. Bahar is fluent in Farsi.

Practice Areas

Class Action, False Advertising

Bar & Court Admissions

State Bar of California, 9th Cir., C.D. Cal., N.D. Cal., S.D. Cal., E.D. Cal.

Education

J.D., 2012, Southwestern Law School
B.A., 2009, University of California, Los Angeles,
summa cum laude

OUR TEAM



Yana Hart

Partner

Ms. Hart is a San Diego partner at Clarkson, who runs the firm's Data Privacy & Misuse Litigation practice. During her distinguished career, Ms. Hart has litigated hundreds of consumer protection cases, including class actions and complex individual matters. Her work has spanned key consumer statutes such as the California Invasion of Privacy Act Fair Debt Collection Practices Act, Fair Credit Reporting Act, Telephone Consumer Protection Act. She has extensive experience with key federal and California consumer statutes. Her work has resulted in numerous favorable rulings, which have been published in Lexis and Westlaw.

Ms. Hart has also contributed to the field through published legal scholarship on privacy and consumer protection. Her article, "The Impact of *Smith v. LoanMe* on My Right to Privacy Against Recording Telephone Conversations," was published in Gavel magazine by the Orange County Trial Lawyers Association in October 2020. Her article, "Stopping Collection Abuses in Medical Debt," appeared in Forum magazine, published by the Consumer Attorneys of California in March 2021.

Ms. Hart is admitted to the State Bars of California, Florida, and the District of Columbia, as well as all U.S. District Courts in California and the Ninth Circuit Court of Appeals.

Ms. Hart graduated *summa cum laude* from Cabrini College in 2012, with a Bachelor of Science in Business Administration. She earned her J.D. from Thomas Jefferson School of Law in 2015, where she was valedictorian of her class. After law school, Ms. Hart volunteered countless hours with various legal clinics, including the San Diego Small Claims Legal Advisory, El Cajon Legal Clinic, and San Diego Appellate Clinic.

Ms. Hart is fluent in Russian, conversational in ASL.

Awards and Recognitions

Lawyer Representative for the Southern District of California
2022-2025 Southern California Super Lawyers Rising Stars

Practice Areas

AI & Data Privacy, Class Action, Mass Torts

Bar & Court Admissions

U.S. Supreme Court, State Bar of California, State Bar of Florida, 9th Cir., D.D.C., C.D. Cal., N.D. Cal., S.D. Cal., E.D. Cal., N.D. Ill., E.D. Mich., W.D. Mich.

Education

J.D., 2015, Thomas Jefferson School of Law, *summa cum laude*, valedictorian
B.S. in Business Administration, 2012, Cabrini University, *summa cum laude*



OUR TEAM



Celine Cohan

Partner

Ms. Cohan is a partner at Clarkson. Ms. Cohan focuses her practice on consumer class actions in the areas of food labeling, cosmetics, and other consumer products. Prior to joining Clarkson, Ms. Cohan was a litigation associate at a labor and employment firm where she successfully litigated wage and hour cases, discrimination, sexual harassment, and other employment related matters. Ms. Cohan is actively involved at all stages of litigation and fights vigorously against corporate wrongdoers helping to recover millions of dollars for her clients.

Ms. Cohan is admitted to the State Bar of California and the bars of the United States District Courts for the Central, Northern, and Eastern Districts of California.

Ms. Cohan graduated from Loyola Law School in 2011, where she graduated in the top 25% of her class. In 2008, Ms. Cohan graduated from University of California, Los Angeles, where she earned a B.A. in Political Science and History.

Practice Areas

False Advertising

Bar & Court Admissions

State Bar of California, C.D. Cal., E.D. Cal., N.D. Cal.

Education

J.D., Loyola Law School, top 25% of class

B.S., Double major in Political Science and History,
University of California, Los Angeles

OUR TEAM



Christen Chapman

Counsel

Christen L. Chapman is counsel at Clarkson in the firm's Appeals & Writs practice group, where she channels her commitment to equal justice through rigorous advocacy. With a career built on protecting constitutional rights—from defending indigent individuals facing criminal charges to protecting the rights of people with disabilities—she brings sophisticated legal expertise and unwavering dedication to systemic change.

Most recently, she served as the administrative law clerk to the Chief Judge of the United States District Court for the Central District of California, working under the Honorable Cormac J. Carney, the Honorable Philip S. Gutierrez, and the Honorable Dolly M. Gee. Before that, she served as a judicial law clerk providing support to multiple district judges on a wide range of civil and criminal matters.

Christen began her career in New Orleans as a public defender, representing clients charged with felony offenses, and later served as an Assistant Federal Public Defender in the Eastern District of Louisiana. In Minnesota, she challenged felony convictions and sentences on appeal as an Assistant Appellate Public Defender and represented individuals with disabilities in individual and class action matters as a staff attorney at Mid-Minnesota Legal Aid's Disability Law Center.

Practice Areas

Appeals & Writs

Bar & Court Admissions

State Bar of California

Education

J.D., 2011, Loyola Law School, Los Angeles, *cum laude*

B.A. in Black Studies and Business Economics, 2006, University of California, Santa Barbara.

OUR TEAM



Zarrina Ozari

Counsel

Zarrina Ozari is counsel at Clarkson. Ms. Ozari has extensive experience in employment law, including single-plaintiff and class action litigation. She has a proven track record of obtaining favorable results for her clients in discrimination, sexual harassment, and retaliation cases. Ms. Ozari also represents employees in wage and hour class action litigation. She handles all aspects of case management, from pre-litigation to trial. With a steadfast dedication to serving clients, Ms. Ozari holds individuals and employers accountable for their actions while ensuring her clients receive the maximum recovery available to them. In 2023, Ms. Ozari was honored as a “Rising Star” for her dedication to defending employees’ rights.

Prior to joining Clarkson, Ms. Ozari worked for prominent employment discrimination law firms in California and New York. During that time, she litigated employment discrimination matters and obtained numerous favorable results for her clients.

Ms. Ozari is admitted to the State Bars of California and New York, and the United States District Courts for the Central and Eastern Districts of California and the Eastern, Northern, and Southern Districts of New York.

Ms. Ozari earned her law degree in 2017 from The George Washington University Law School, and she graduated in the top 5 percent of her class from Russian-Tajik University in 2010 with her Bachelor of Arts.

Ms. Ozari is a member of the San Francisco Trial Lawyers Association and the California Women Lawyers Association.

Ms. Ozari is fluent in Russian. She is also currently learning Spanish.

Awards and Recognitions

2023-2026 Southern California Super Lawyers Rising Stars

Practice Areas

Antitrust, Class Action, Civil Rights, Employment Law

Bar & Court Admissions

State Bar of California, State Bar of New York, C.D. Cal., E.D. Cal., N.D. Cal., S.D.N.Y., N.D.N.Y., E.D.N.Y.

Education

L.L.M., 2017, The George Washington University Law School

B.A., 2010, Russian-Tajik University, top 5% of class



OUR TEAM

**Practice Areas**

Appeals & Writs

Bar & Court Admissions

State Bar of California, 9th Cir., N.D. Cal., C.D. Cal., E.D. Cal.

Education

J.D., 2012, University of San Francisco School of Law

B.A. in English Literature, 2008, U.C. Santa Barbara

Brent A. Robinson

Counsel

Brent A. Robinson with Clarkson's Appeals & Writs Team, where he helps employees, consumers, and trial lawyers overturn bad trial court decisions and defend good trial court decisions. His passion lies in helping improve the lives of his clients, and in changing the law and legal system for the better. Brent's work at Clarkson focuses on litigating high-impact and complex questions of federal and state law on appeal. (See e.g. *Leeper v. Shipt* (Cal. Case No. S289305); *Williams v. Alacrity Solutions Group, LLC* (2025) 110 Cal.App.5th 932 [review granted, held pending *Leeper*]; *Galarsa v. Dolgen California, LLC* (2025) 115 Cal.App.5th 1 [same]; *Lorenzo v. San Francisco Zen Center* (2025) 116 Cal.App.5th 258 [as counsel for *amici curiae*]; *Bruce v. Becerra* (9th Cir. Dec. 4, 2025, No. 24-5453) 2026 U.S. App. LEXIS 558.) Brent is also active in seeking publication and depublication of appellate decisions to improve the state of decisional law. (See, e.g., *Lewis v. Simplified Labor Staffing Solutions* (Cal. Supreme Ct. Case No. S278457).)

Before joining Clarkson, Brent worked for class and complex litigation boutique with offices in Oakland, California. There he focused on efforts to win relief for large numbers of California employees and consumers against large corporations represented by some of the largest law firms. In that role, he came to handle a substantial number of appellate and writ proceedings. (See *Carroll v. City and County of San Francisco* (2019) 41 Cal.App.5th 805; *Piplack v. In-N-Out Burgers* (2023) 88 Cal.App.5th 1281; *Accurso v. In-N-Out Burgers* (2023) 94 Cal.App.5th 1128, vacated on review and ordered reconsidered (Oct. 23, 2024), deemed moot; *Paknad v. Superior Court of Cal.* (Apr. 29, 2024, No. H050711) 2024 Cal. App. Unpub. LEXIS 2620; *Carroll v. City and County of San Francisco* (2025) 115 Cal.App.5th 1192.)

Awards and Recognitions

2022-2023 Northern California Super Lawyers Rising Stars

Professional Memberships

California Employment Lawyers Association; Member, Amicus Committee, Reverse Auctions Panel, Wage & Hour Committee, and Legislative Committee



OUR TEAM

**Practice Areas**

AI & Data Privacy, Class Action,
Consumer Protection

Bar & Court Admissions

State Bar of California, State Bar of Illinois, 7th Cir., N.D. Cal., C.D. Cal., E.D. Cal., S.D. Cal., N.D. Ill., C.D. Ill., S.D. Ill., S.D. Ind., E.D. Wis., D. Neb., E.D. Mich.

Education

J.D., 2012, Northern Illinois University College of Law, *magna cum laude*

B.A. in Political Science, 2008, University of Illinois Urbana-Champaign



Bryan P. Thompson

Counsel

Bryan P. Thompson is Counsel at Clarkson. He focuses his practice on complex consumer class actions and data privacy litigation. With over a decade of legal experience spanning federal and state courts, he has built a reputation for delivering results in challenging, high-stakes cases.

Mr. Thompson's extensive background includes managing all stages of litigation, from legal research and drafting to depositions, hearings, and arbitration. He has successfully briefed appeals in state and federal appellate courts and handled hundreds of cases involving state and federal consumer protection laws.

He is a member of the State Bar of California and Illinois and all federal courts in California and Illinois, the Southern District of Indiana, Eastern District of Wisconsin, Eastern District of Michigan, District of Nebraska, and the Seventh Circuit Court of Appeals. He also holds a certification as a Certified Information Privacy Professional (CIPP/US).

Mr. Thompson is active in contributing his time and expertise to local and national bar associations. He graduated *magna cum laude* from Northern Illinois University College of Law, where he was on Law Review, and graduated from University of Illinois Urbana-Champaign with a B.A. in Political Science.

Awards and Recognitions

2026 Lawdragon 500 Leading Plaintiff Consumer Lawyers

2023-2026 Illinois Super Lawyers

2021-2022 Illinois Super Lawyers Rising Stars

Professional Memberships

National Associations of Consumer Advocates, Illinois State Chair, Board of Judiciary Committee and Ethics Committee

Illinois State Bar Association, Member of Information and Privacy Law Committee

Chicago Bar Association, Former Vice Chair and later Chair of Consumer Law Committee

OUR TEAM



Ashley Washington

Counsel

Ashley Washington is Counsel at Clarkson, where she brings more than 15 years of litigation experience and a proven record of standing up for the most vulnerable. Before joining the firm, Ashley spent nearly a decade as a federal prosecutor with the U.S. Attorney's Office, where she focused on some of the most sensitive and challenging cases—including child exploitation, sex abuse, and human trafficking.

In that role, Ashley worked closely with survivors, law enforcement, and community partners to bring justice in her cases. She tried multiple jury trials to verdict and led investigations that required navigating deeply complex and emotionally difficult subject matter. Her work demanded not only courtroom skill, but also compassion, perseverance, and the ability to guide survivors through intimidating legal processes with care and dignity.

Earlier in her career, Ashley practiced at a national and a regional law firm, where she handled complex commercial litigation and regulatory matters. She also clerked for the Honorable Solomon Oliver, Jr. of the United States District Court for the Northern District of Ohio, gaining valuable insight into judicial decision-making.

Practice Areas

Sexual Assault

Bar & Court Admissions

State Bar of California, S.D. Cal.

Education

J.D., 2010, University of Michigan Law School

B.A. in Criminal Justice 2007, George Washington University, *summa cum laude*

OUR TEAM



Lauren Anderson

Senior Associate

Lauren Anderson is a senior associate attorney at Clarkson. Ms. Anderson's practice focuses on the origination and development of consumer protection claims involving falsely advertised food and beverage, personal care, and household products, with emphasis in greenwashing and products marketed for children.

Ms. Anderson earned her J.D. from University of Southern California Gould School of Law in 2019, and she graduated from the University of Pennsylvania in 2015 with a B.A. in English.

Practice Areas

False Advertising, Environmental Sustainability

Bar & Court Admissions

State Bar of California, N.D. Cal., E.D. Cal., C.D. Cal.

Education

J.D., 2019, University of Southern California Gould School of Law

B.A., 2015, University of Pennsylvania

OUR TEAM**Practice Areas**

Class Action, Wage & Hour, PAGA Litigation

Bar & Court Admissions

State Bar of California, C.D. Cal., E.D. Cal., N.D. Cal., S.D. Cal.

Education

J.D. 2021, University of California, Hastings
B.A. in Cognitive Science, 2012, University of California, Irvine, Psychology Honors Program

Maxim Gorbunov

Senior Associate

Maksim Gorbunov is a senior associate specializing in Labor and Employment litigation with a focus on Wage and Hour Class actions and Private Attorneys General Act (PAGA) cases. With several years of experience in the legal field, he has been working tirelessly to make significant contributions to the pursuit of justice for his clients. Throughout his career, Mr. Gorbunov has achieved remarkable milestones including obtaining millions of dollars in settlements for workers. Prior to obtaining his law degree, Mr. Gorbunov studied psychology and the process of decision making in others, which he uses to apply effective approaches to litigate his cases.

Mr. Gorbunov values maintaining professional connections and staying engaged in with legal community. As such, he was heavily involved in University of California Hastings Moot Court as a competitor, student coach, and board member in law school. Now, as an attorney, Mr. Gorbunov is a member of the Los Angeles County Bar Association and California Employment Lawyers Association.

Professional Memberships

California Employment Lawyers Association (CELA)
Los Angeles County Bar Association (LACBA)

OUR TEAM



Laura Older

Senior Associate

Laura Older is a senior associate at Clarkson in the Sexual Assault and Fertility Negligence practice areas. Laura helps survivors of rideshare sexual assault, harassment, and trafficking seek justice against industry titans Uber and Lyft. Laura also represents families and individuals impacted by negligence in the fertility sphere, including embryo loss and IVF misconduct. She brings a trauma-informed approach to cases that strike at the heart of clients' sense of self and identity. Drawing from her background in theatre, Laura weaves compelling narratives that connect judges and jurors to her clients' stories and create a shared sense of understanding and empathy crucial to success.

Prior to joining Clarkson, Laura litigated ERISA class actions at a national plaintiff's law firm and represented individual employees in workplace discrimination lawsuits. Laura has also worked in the consumer protection space, advocating on behalf of defrauded consumers. She served as an inaugural law clerk for the Honorable John D. Couriel on the Florida Supreme Court.

Laura graduated from Harvard Law School. There, Ms. Older served as an executive editor on the Journal of Law & Gender and president of Lambda, the school's LGBTQ affinity group. While at Harvard, Laura represented clients in the Domestic Violence and Family Law Clinic and interned at the ACLU of Florida and Planned Parenthood Foundation of America. Laura received her B.A. in Theatre and Communications summa cum laude from the Florida State University, where she was on the American Mock Trial Association national championship-winning team.

Practice Areas

Sexual Assault, Fertility Negligence

Bar & Court Admissions

Bar of the District of Columbia, Commonwealth of Massachusetts, D.D.C., D. Mass

Education

J.D., 2020, Harvard Law School

B.A. in Theatre and Communications, 2015, Florida State University

Professional Memberships

National Association of Consumer Advocates

The National LGBTQ+ Bar Association

OUR TEAM

**Practice Areas**

False Advertising

Bar & Court Admissions

District of Columbia Bar, State Bar of Florida

Education

J.D., 2018, Harvard Law School

A.B. in History and Literature, 2013, Harvard, *cum laude*

Cassandra Rasmussen

Senior Associate

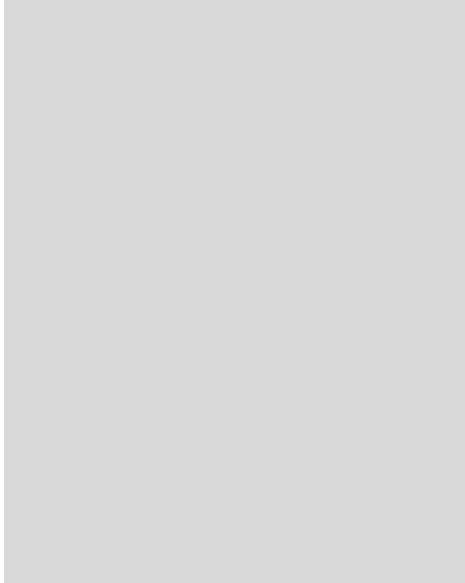
Cassie Rasmussen is a senior associate specializing in False Advertising litigation. Prior to joining Clarkson, Ms. Rasmussen served consumers as an attorney with the Federal Trade Commission in the Division of Advertising Practices. Ms. Rasmussen focused in particular on investigating and litigating false and misleading advertising cases related to health care products, substance use disorder treatment scams, and sponsorship disclosure obligations for influencers. Before the FTC, Ms. Rasmussen worked at King & Spalding, LLP in their FDA & Life Sciences Practice Group. During that time, Ms. Rasmussen also dedicated hundreds of hours to pro bono legal services in areas close to her heart, including the protection of domestic violence survivors, immigration and asylum seekers, LGBTQ equality, and voting rights. Ms. Rasmussen was awarded the D.C. Bar's "Pro Bono Lawyer of the Year" award in 2021 and the D.C. Volunteer Lawyer Project's "Protection Assistance Program Volunteer of the Year" in 2020 for her pro bono work in Washington, D.C.

Ms. Rasmussen has always been driven to be an advocate for justice. In law school, Ms. Rasmussen was heavily involved in the Harvard Law School International Human Rights Clinic, the Journal of Law and Gender, and other organizations focused on the public interest. She also interned for a summer with the Center for Science in the Public Interest, where she gleaned special insight into decades of history and current ongoing needs of consumer protection litigation and advocacy related to health and food. Prior to law school, Ms. Rasmussen volunteered as a Guardian ad Litem (CASA) for foster children, ensuring the children's voices were heard and respected.

Professional Memberships

Florida Bar Young Lawyers Division)

OUR TEAM



Larkin Turner

Senior Associate

Lark is a senior associate specializing in antitrust litigation. Prior to joining Clarkson, Lark worked for consumers at the Consumer Financial Protection Bureau, where she defended the agency and its wins in complex litigation and appeals, and at the Federal Trade Commission, where she focused on investigations and enforcement in the Division of Financial Practices. She was the 2019-2020 Appellate Litigation Fellow at Gupta Wessler LLP between her clerkships with Judge Roger L. Gregory of the United States Court of Appeals for the Fourth Circuit and Judge Catharine F. Easterly of the D.C. Court of Appeals.

Throughout her career, Lark has maintained her commitment to using legal tools to seek justice for everyday people harmed by corporate wrongdoing. During law school, Lark worked at the Appellate Division of the Public Defender Service of D.C., the Southern Center for Human Rights in Atlanta, Georgia, the Harvard Prison Legal Assistance Project, and the Harvard Legal Aid Bureau, where she spent two years representing tenants and homeowners at risk of eviction. As a research assistant to Professor Laurence Tribe, she focused on impeachment and constitutional crises; as a research assistant to Clinical Professor Eloise Lawrence, she focused on issues in funding low- and no-cost legal representation. Prior to law school, she reported for publications including *The New York Times*, *The Seattle Times*, and the *Chicago Sun-Times*.

Practice Areas

Antitrust, Consumer Protection

Bar & Court Admissions

District of Columbia Bar, Virginia State Bar, 4th Cir., 5th Cir.

Education

J.D., 2018, Harvard Law School

B.S. in Journalism, 2012, Northwestern University,
cum laude

OUR TEAM



Tiara Avanness

Associate

Tiara Avanness is an Associate Attorney at Clarkson. Ms. Avanness' practice focuses on complex consumer class action claims arising from unfair business practices, deceptive marketing, and environmental harm.

Ms. Avanness is admitted to the State Bar of California and the bars of the United States District Courts for the Central and Northern Districts of California.

Ms. Avanness earned her law degree in 2021 from the University of Southern California Gould School of Law. While in law school, she was a member of the Hale Moot Court Honors Program, worked in the Medical-Legal Community Partnership Clinic, and secured a business law certificate with an emphasis in real estate. She was also a teaching assistant for Contract Drafting and Strategy, Corporate Governance, Health Law and Policy, and Regulatory Compliance. Ms. Avanness graduated with her Bachelor of Arts in Philosophy, Bachelor of Business in Business Administration, and minor in political science from the University of San Diego in 2018.

Practice Areas

Consumer Protection, Unfair and Deceptive Trade Practices

Bar & Court Admissions

State Bar of California, C.D. Cal., N.D. Cal.

Education

J.D., 2021, University of Southern California
Gould School of Law

Business Law Certificate with Emphasis
in Real Estate

B.A. in Philosophy and B.B.A. in Business Administration, with a minor in Political Science, 2018,
University of San Diego

OUR TEAM



Michael Boelter

Associate

Michael Boelter is an associate attorney at Clarkson. Mr. Boelter's practice is focused primarily on healthcare and consumer litigation. His class action experience includes remedying the abuse of AI in healthcare, consumer protection and false advertising claims, complex litigation, and MDLs.

After receiving his B.A. in Philosophy from UC Berkeley, Mr. Boelter completed his Juris Doctor from Pepperdine Caruso School of Law, graduating *cum laude* in 2023. While at Pepperdine, Mr. Boelter served as an editor of the Pepperdine Law Review and obtained a certificate in entertainment, media, and sports. After his 1L year, Mr. Boelter joined Clarkson as a law clerk and has been steadfast in his defense of consumers' rights since.

Practice Areas

Healthcare, AI, Class Action, Complex Litigation, Consumer Protection, Employment Law, Appeals & Writs

Bar & Court Admissions

State Bar of California, C.D. Cal., E.D. Cal., N.D. Cal.

Education

J.D., 2023, Pepperdine Caruso School of Law, *cum laude*

B.A., Philosophy, UC Berkeley

OUR TEAM



Roke Iko

Associate

Roke is an associate attorney at Clarkson, committed to leveling the playing field between consumers and powerful corporations. Her practice focuses on consumer protection, false advertising, and unfair business practices.

Roke earned her Juris Doctor from Georgetown University Law Center, where she served as senior editor on the Georgetown Journal of International Law, worked as a research assistant for Caroline Fredrickson, former president of the American Constitution Society, and served as a civil procedure tutor. She was also an active member of the Black Law Students Association and RISE.

Roke completed her undergraduate degree at Washington University in St. Louis, earning a BA in Anthropology with a Minor in Writing. Prior to law school, she spent several years advocating to improve health outcomes for underserved communities, including LGBT populations and individuals affected by HIV, addiction, and mental health challenges.

Before joining Clarkson, Roke spent several years at a large defense firm, where she developed strong litigation skills and maintained an active pro bono practice.

Practice Areas

Consumer Protection, False Advertising, Unfair Business Practices

Bar & Court Admissions

Bar of the District of Columbia

Education

J.D., 2021, Georgetown University Law Center
B.A., Washington University in St. Louis

OUR TEAM



Molly L. Zhu

Associate

Molly is an associate attorney at Clarkson, where her practice focuses on litigating fraudulent business practices, as well as labor law and wage and hour class actions. Before joining the firm, Molly worked at a boutique plaintiffs' side law firm litigating TVPRA and sexual assault claims, as well as discrimination claims in the employment context. She is a trial attorney, having represented clients in federal court bringing charges of pay inequity and sex discrimination, and violations of constitutional rights.

Molly began her career at a major international law firm where she litigated general commercial disputes including the defense of ERISA class actions, white collar matters and government investigations. During her time in corporate practice, Molly devoted hundreds of pro bono hours to those seeking asylum protections, and to clients bringing claims under the 1983 Civil Rights Act and the Voting Rights Act. She was named a 2022-2023 Empire State Counsel Honoree for her pro bono contributions.

In law school, Molly was heavily involved in prosecutorial clinics with the Business and Securities Fraud division at the Eastern District of New York, and the Labor Bureau of the New York Attorney General's Office, where she represented working class New Yorkers bringing wage and hour, discrimination, and Fair Labor Standards Act claims. She also interned at the Women's Rights Project at the ACLU, where she helped to investigate sexual harassment and employment discrimination allegations.

Molly is fluent in speaking Mandarin Chinese.

Practice Areas

Consumer Protection

Bar & Court Admissions

State Bar of Illinois, State Bar of New York, N.D. Ill., N.D. Ind., E.D.N.Y., S.D.N.Y.

Education

J.D., 2020, New York University School of Law
B.A., 2017, Emory University

OUR TEAM

**Practice Areas**

Consumer Protection, Unfair Business Practices,
Privacy

Bar & Court Admissions

State Bar of California

Education

J.D., 2024, California Western School of Law
B.S. in Sociology, double minor in Political Science
and Nonprofit Administration, 2014, University of
Oregon

Kate Bonifas

Junior Associate

Kate Bonifas is an associate attorney at Clarkson, working in multiple practice areas including privacy, unfair business practices, and consumer protection. Ms. Bonifas earned her Juris Doctor in 2024 from California Western School of Law (CWSL) and holds a bachelor's degree from the University of Oregon.

After receiving her bachelor's in sociology with a double minor in political science and nonprofit administration, Ms. Bonifas went into community engagement and nonprofit fundraising, working with various entities including the Eugene Symphony Association, the Neighborhood Economic Development Corporation, and Willamalane Park and Recreation District.

During her career in community engagement, Ms. Bonifas was appointed by Oregon Governor Kate Brown to the Lane Transit District (LTD) Board of Directors. While on the LTD Board, she represented LTD on regional, state, and national committees, and worked side by side with multiple agencies on large projects relating to infrastructure, transportation, city growth, business, and provided resources for community members in need.

Ms. Bonifas returned to school in 2021, seeking a law degree with one thing in mind: continuing her lifetime work of fighting for the underdog. While at CWSL, Ms. Bonifas earned a Distinguished Advocate award for her skills in appellate argument, received Awards of Excellence in multiple classes, earned high marks on the Dean's Honors List, and received awards for two of her scholarly writing articles titled "The California Racial Justice Act: an Exclusion of Immigrants" and "Look, Don't Touch: The Court and Sexual Deviance." She was also a teaching fellow for Torts, a research assistant for Professor Jessica Fink, interned with the San Diego Public Defender's Office, and interned with the California Innocence Coalition — where she helped pass three new laws through the California State Legislature.

OUR TEAM



Jay Zheng

Junior Associate

Jiaming (Jay) Zheng is a junior associate attorney at Clarkson Law Firm. He focuses his practice on consumer protection class actions, particularly those involving false advertising and deceptive business practices under California Unfair Competition Law, California Consumer Legal Remedies Act, and California Automatic Renewal Law. Before joining Clarkson full-time, he supported the firm's litigation team as a summer associate and law clerk.

Mr. Zheng earned his J.D. from the USC Gould School of Law. While at USC Gould School of Law, he served as the Senior Submission Editor for the Southern California Review of Law and Social Justice. Prior to USC Gould School of Law, he earned an LL.B. from Tongji University in Shanghai. During his undergraduate studies, he represented Tongji University in both the Willem C. Vis East International Commercial Arbitration Moot and the CIETAC Cup International Commercial Arbitration Moot, receiving the Best Individual Oralist award in the latter.

Originally from Shanghai, Mr. Zheng brings a global perspective to the firm's practice. He is fluent in Mandarin.

Practice Areas

False Advertising

Bar & Court Admissions

State Bar of California, C.D. Cal., N.D. Cal.

State Bar of New York (July 2024 Exam Passed,
Awaiting Admission)

Education

J.D., 2024, University of Southern California Gould
School of Law

L.L.B., 2020, Tongji University

Represent more.

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E HIBIT C

*IN RE THY INC. DATA EACH
EC ITY LITIGATION*

Case No. 2:25-cv-00490-GW-SSC

Cottett Pitre & McCart Firm

Resume

“The attorneys ... displayed truly exceptional levels of skill and tenacity.”

- Judge of the U.S. District Court

COTCHETT PITRE & McCARTHY LLP

ATTORNEYS AT LAW

ADVOCATES FOR JUSTICE

**SAN FRANCISCO BAY AREA | LOS ANGELES AREA
NEW YORK | SEATTLE**

WWW.CPMLEGAL.COM

Cotchett, Pitre & McCarthy, LLP (“CPM”) based on the San Francisco Peninsula for over 50 years, engages exclusively in litigation and trials. The firm’s dedication to prosecuting or defending socially just actions has earned it a national reputation. With offices in the San Francisco Bay Area, Los Angeles, Seattle, and New York, the core of the firm is its people and their dedication to principles of law, their work ethic, and their commitment to justice. We are trial lawyers dedicated to achieving justice.

“The Cotchett firm has few peers that equal their ability in litigation. Their commitment to the cause of justice and their ethical standards stand apart. They are people who give back to the community and give lawyers a good name.”

—Judge of the Superior Court (Retired)

CPM'S EXPERIENCE IN PRIVACY AND TECHNOLOGY-RELATED CASES

In re Cerner/Oracle Data breach Litig., No. 25-00259-CV-W-BP

United States District Court, Western District of Missouri

CPM is co-lead in this large data breach affecting a health care system technology provider whose network was hacked resulting in a loss of medical data for patients at as many as 8-10 distinct hospital systems.

Barber v. Hot Topic, No. 24-cv-09215-MEMF-AS

United States District Court, Central District of California

CPM is co-lead in this nationwide case stemming from a massive data breach at this chain clothing retailer that involves PII of over 50 million consumers.

G.E. v. Stiiizy, Inc., No. 25-cv-00490-GW-SSC

United States District Court, Central District of California

CPM is co-lead in this nationwide case stemming from a data breach at this chain cannabis retailer that involves PII and PHI of millions of consumers.

In re Laboratory Services Cooperative Data Breach Litig., No. 25-cv-00685-BJR

United States District Court, Western District of Washington

CPM is co-lead in this nationwide case stemming from a data breach at this laboratory services provider that involves the PHI and PII of millions of consumers.

In re Health Equity, Inc. Data Security Incident Litig., No. 24-cv-00528-JNP-DBP

United States District Court, District of Utah

CPM is a member of the Executive Committee in this nationwide case stemming from a massive data breach at this Health Savings Account service provider that involves PII and PHI of millions of consumers.

In re PayPal Honey Browser Extension Litig., No. 24-cv-09470-BLF

United States District Court, Northern District of California

CPM is co-lead in this highly technical and complex case involving the Honey browser extension's secret replacement of referral link codes, resulting in the wrongful redirection of referral commissions from online marketers and influencers.

In re AT&T Customer Data Security Breach Litigation, No. 24-cv-00757-E

United States District Court, Northern District of Texas

CPM is a member of the Plaintiffs' Steering Committee (PSC) in this multidistrict litigation stemming from a massive data breach affecting over 75 million current and former customers.

In re T-Mobile 2022 Customer Data Security Breach Litigation, No. 23-md-03073-BCW

United States District Court, Western District of Missouri

CPM is a member of the Plaintiffs' Steering Committee (PSC) in this multidistrict litigation stemming from a massive data breach in November 2022 that occurred on the heels of a prior massive data breach at T-Mobile in 2021.

Bianucci v. Rite Aid Corp., No. 24-cv-03356-HB

United States District Court, Eastern District of Pennsylvania

CPM is co-lead in this nationwide case stemming from a massive data breach at this drug store chain that involves PII of millions of consumers. Lead counsel successfully completed a \$6.8 million settlement while the company was proceeding through a second bankruptcy during the proceedings in the case.

In re RetailMeNot Browser Extension Litig., No. 25-cv-00783-JLR

United States District Court, Southern District of New York

CPM is co-lead in this highly technical and complex case involving the RetailMeNot browser extension's secret replacement of referral link codes, resulting in the wrongful redirection of referral commissions from online marketers and influencers.

In re Google Play Consumer Antitrust Litigation, No. 21-md-02981-JD

United States District Court, Northern District of California

CPM serves on the Steering Committee and represents consumers of Android apps and in-app purchases against Google for allegedly and unlawfully maintaining a monopoly in the Android application distribution market and in-app aftermarket. In September 2023 Consumer Plaintiffs and Google reached an agreement in principle to settle the case after months of mediation. The agreement in principle specifies that *Google will pay approximately \$700 million to reimburse consumers for their allegedly inflated app purchases.*

Sims v. The Allstate Corp., No. 25-cv-00407

United States District Court, Northern District of Illinois

CPM is on the Executive Committee in this nationwide case stemming from an Allstate subsidiary's use of tracking code in its software development kit (SDK) to secretly infer consumers' driving habits from the GPS sensors in their mobile phones.

In re Consumer Vehicle Driving Data Tracking Litigation, No. 24-md-03115-TWT

United States District Court, Northern District of Georgia

CPM is a member of the Plaintiffs' Steering Committee in this multidistrict litigation involving GM and its subsidiary OnStar secretly tracking GM drivers' driving habits, including location, time, quick starts and stops, and other metrics, and then selling this data to Credit Reporting Agencies where it was ultimately used to increase insurance rates and deny coverage.

In re Apple Inc. Device Performance Litigation, No. 18-md-2827-EJD

United States District Court, Northern District of California

CPM was Co-Lead Counsel representing a nationwide class of Apple customers who alleged Apple issued software updates that slowed the performance of certain iPhones. In May of 2020, the Northern District of California granted preliminary approval of a **settlement valued at up to \$500 million.**

In re Robinhood Outage Litigation, No. 20-cv-01626-JD

United States District Court, Northern District of California

CPM was Co-Lead Counsel representing a nationwide class of consumers who were impacted by major outages of Robinhood's stock trading platform. **The case settled for \$9.9 million.**

In re Zoom Video Communications, Inc. Privacy Litigation, No. 20-cv-02155-LB

United States District Court, Northern District of California

CPM served as Co-Lead Counsel representing individuals in an action against Zoom alleging negligence, breach of implied contract, and violations of the California Consumer Privacy Act, the Consumer Legal Remedies Act, and the Unfair Competition Law based on Zoom's alleged unfair, unlawful, and deceptive business practices related to its data security. **The case settled for \$85 million.**

In re: Lenovo Adware Litigation, No. 15-md-02624-HSG

United States District Court, Northern District of California

CPM served as Co-Lead Counsel in the Lenovo Adware Litigation related to surreptitiously installed malware on Lenovo computers. The complaint alleged that the adware violates privacy laws by intercepting users' behavioral data, including browsing history and electronic communications. **The case settled for \$8.3 million.**

In re: Hewlett-Packard Inkjet Printer Litigation, No. 05-cv-03580-JF

United States District Court, Northern District of California

CPM represented consumers who were deceived by inaccurate low-on-ink warnings on Hewlett-Packard Inkjet Printers. The low-on-ink warnings appeared even when there was a substantial amount of ink remaining in the ink cartridges, thereby misleading consumers into unnecessarily buying expensive ink cartridges. The case settled for injunctive changes to HP's practices and a \$5 million reimbursement program.

In re Capacitors Antitrust Litigation, No. 17-md-02801-JD

United States District Court, Northern District of California

CPM serves as lead counsel for indirect purchasers of electrolytic and film capacitors against capacitor suppliers for allegedly engaging in two massive and separate conspiracies to unlawfully inflate, fix, raise, maintain, and/or artificially stabilize the prices of electrolytic and film capacitors, respectively. ***CPM recovered \$80.4 million for the classes.***

In re Lithium Batteries Antitrust Litigation, No. 13-md-02420-YGR

United States District Court, Northern District of California

CPM served as co-lead counsel for indirect purchasers of lithium-ion batteries against lithium-ion battery suppliers for allegedly engaging in a conspiracy to fix the prices of these products. ***CPM and its co-lead counsel recovered \$113 million for the classes.***

In re Resistors Antitrust Litigation, No. 15-cv-03820-JD

United States District Court, Northern District of California

CPM served as lead counsel for indirect purchasers of linear resistors against resistor suppliers for allegedly engaging in a conspiracy to unlawfully inflate, fix, raise, maintain, and/or artificially stabilize the prices of linear resistors. ***CPM recovered \$33.4 million for the classes.***

THOMAS E. LOESER



Education

- Duke University School of Law, J.D., *magna cum laude*, *Order of the Coif*, Articles Editor Law and Contemporary Problems, 1999
- University of Washington, M.B.A., *cum laude*, *Betta Gamma Sigma* National Business School Honor Society, 1994
- Middlebury College, B.A., Physics with Minor in Italian, 1988

Admissions

- California
- District of Columbia
- Washington

Tom Loeser is a 26-year technology lawyer with hard-science and high-technology bona fides. His technology career includes coding for the Treasury at Microsoft and product and financial analysis at the Hewlett-Packard Company. His legal career began in Silicon Valley as a technology lawyer at Wilson Sonsini. In 2002, Mr. Loeser was appointed an Assistant United States Attorney in Los Angeles where he spent his first two years prosecuting all manner of federal crimes. Owing to his expertise in technology and computing, he then joined the elite Cyber and Intellectual Property Crimes Section. This role required months of training in the investigation and prosecution of hacking, computer intrusion, illicit digital communications, malware, and data breach cases. The training was cutting edge, requiring Top Secret clearances, and it was ongoing throughout Mr. Loeser’s government service. Mr. Loeser resolved hundreds of criminal cases – including federal conspiracy, hacking, intellectual property and data theft cases – and brought over a dozen federal cases to trial and through appeal.

Mr. Loeser’s practice has included the prosecution and resolution of dozens of complex actions against the titans of industry, including national banks, insurers, builders, title companies, carmakers, mortgage lenders, trucking companies, and nationwide retailers. Mr. Loeser specializes in the prosecution of cases that are not just complex because of the legal and procedural issues involved, but also because of the technological sophistication of the products, services or bad acts underlying the legal claims.

Mr. Loeser has worked extensively on many of the largest consumer class cases in U.S. history. These include legion auto defect cases such as the \$10 billion *Volkswagen “Clean Diesel”* MDL and the related \$1.3 billion *Volkswagen Franchise Dealer* Litigation. Mr. Loeser has worked on dozens of data breach and privacy cases including the monopolization case against Meta for its abusive collection of consumer data, where he deposed many past and present members of Meta’s C-Suite. Mr. Loeser has had leadership roles in many technology-related cases, including the

massive 2022 T-Mobile data breach case, the recent AT&T data breach affecting 75 million past and present customers and multidistrict litigation against GM for secretly tracking driving behavior and selling the data to credit reporting agencies and insurers. Mr. Loeser’s role in these cases touched on all aspects of litigation, including leadership, strategy, discovery, depositions, legal briefing and settlement.

Mr. Loeser’s work has garnered praise from the plaintiffs’ class action bar, who regularly ask him to speak at class action conferences, and from judges, including Judge Beth Labson Freeman in San Jose who at final approval of a consumer case against Tesla remarked on the record:

“It’s not simple, you make it look easy, and that’s the art of what you do, Mr. Loeser, and the Court certainly appreciates the good work in this case, and in recognition of the many cases that your firm has handled over the years.”

Dean Sheikh et al. v. Tesla, Inc. Final Approval of Settlement Hearing, the Honorable Beth Labson Freeman, United States District Judge for the Northern District of California San Jose Division.

Recent Notable Leadership Appointments

CASE NAME AND COURT

POSITION

<i>In re Cerner/Oracle Data breach Litig.</i> United States Court, Western District of Missouri	Co-Lead Counsel
<i>G.E. v. Stiizy, Inc.</i> United States District Court, Central District of California	Co-Lead Counsel
<i>Parra et al. v. Hot Topic et al.</i> United States District Court, Central District of California	Co-Lead Counsel
<i>Bianucci v. Rite Aid Corp.</i> United States District Court, Eastern District of Pennsylvania	Co-Lead Counsel
<i>In re Laboratory Services Cooperative Data Breach Litig.</i> United States District Court, Western District of Washington	Co-Lead Counsel
<i>In re RetailMeNot Browser Extension Litig.</i> United States District Court, Southern District of New York	Co-Lead Counsel
<i>In re AT&T Customer Data Security Breach Litigation</i> United States District Court, Northern District of Texas	Plaintiffs’ Steering Committee
<i>In re Health Equity, Inc. Data Security Incident Litigation</i> United States District Court, District of Utah	Plaintiffs’ Executive Committee
<i>In re Consumer Vehicle Driving Data Tracking Litigation</i> United States District Court, Northern District of Georgia	Plaintiffs’ Steering Committee
<i>Owens v MGM Resorts International</i> United States District Court, District of Nevada	Plaintiffs’ Executive Committee
<i>Faulkner v. MoneyGram Payment Systems, Inc.</i> United States District Court, Northern District of Texas	Plaintiffs’ Executive Committee
<i>Thompson v. John Muir Health System</i> Contra Costa Superior Court (California)	Co-Lead Class Counsel

Clarkson Law Firm, P.C. | 22525 Pacific Coast Highway, Malibu, CA 90265 | P: (213) 788-4050 | F: (213) 788-4070 | clarksonlawfirm.com

1 **CLARKSON LAW FIRM, P.C.**
2 Ryan J. Clarkson (SBN 257074)
3 *rclarkson@clarksonlawfirm.com*
4 Yana Hart (SBN 306499)
5 *yhart@clarksonlawfirm.com*
6 Bryan P. Thompson (SBN 354683)
7 *bthompson@clarksonlawfirm.com*
8 22525 Pacific Coast Highway
9 Malibu, CA 90265
10 Tel: (213) 788-4050

11 **COTCHETT, PITRE & McCARTHY, LLP**
12 Thomas E. Loeser (SBN: 202724)
13 *tloeser@cpmlegal.com*
14 840 Malcolm Road
15 Burlingame, CA 94010
16 Tel: (206) 802-1272
17 Fax: (650) 697-0577

18 *Interim Co-Lead Counsel for Plaintiffs*

19 **UNITED STATES DISTRICT COURT**
20 **CENTRAL DISTRICT OF CALIFORNIA**

21 **IN RE: STIIIZY INC., DATA**
22 **BREACH SECURITY LITIGATION**

Master File No.: 2:25-cv-00490-GW-SSC

23 This Document Relates To:
24 *All cases*

DECLARATION OF G.E. IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT

Hearing Information

Date: May 11, 2026
Time: 8:30 a.m.
Location: Courtroom 9D, 9th Floor
Hon. George H. Wu

Complaint Filed: January 17, 2025
FAC Filed: July 3, 2025
Trial Date: None Set

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- b. I reviewed the complaint and confirmed that it was factually accurate as I understood it.
- c. Throughout the litigation, I actively cooperated with my attorneys by regularly communicating with them, providing them with any relevant and necessary information, responding to inquiries on facts or document requests, and generally staying informed of case developments.
- d. I also discussed the Motion to Consolidate Cases and Appoint Interim Co-Lead Counsel was filed in the case as well as the court’s opinion granting it. I was involved in the decision-making process and strategies relating to the next steps taken by my attorneys.
- e. I continued to assist my attorneys after that point, and was involved in further information gathering, leading up to my attorneys filing the Consolidated Class Action Complaint which I reviewed.
- f. We ultimately agreed to a full day mediation in attempt to resolve this matter, and leading up to mediation, I worked closely with attorneys in discussing critical case strategy, our goals, evaluation of this matter, and participated in responding to inquiries from my attorneys. My attorneys kept me updated throughout the process, and I participated in mediation-related discussions and decisions.
- g. Throughout litigation, I spoke with my attorneys on numerous occasions to assist them as needed and to discuss case strategy. I also gathered documents and helped my attorneys gather facts necessary for litigation and mediation. I was involved in the settlement discussions before, during, and after the mediation and my attorneys kept me fully informed regarding the possibility of settlement and proposed settlement terms.

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h. Once the Settlement was reached, I continued to be involved, to assist counsel as necessary in finalizing formal final settlement related documents. I also expect to keep in contact with my attorneys as this Motion for Preliminary Approval and Motion for Final Approval are filed.

Risks and Costs Incurred by Participating in this Litigation

6. I understand that I have been exposed to certain risks by being named as a Plaintiff in this matter. As part of the case, I provided sensitive and personal information, some of which could have to be disclosed publicly in court filings. Even though I was allowed to proceed pseudonymously, I was aware that my name would be shared with Defendant and their attorneys, and I could potentially be forced to be named publicly in the lawsuit if the court did not allow me to proceed pseudonymously.

7. I agreed to serve as a named Plaintiff understanding that proceeding with a class action might involve a delay in my obtaining recovery for my losses as opposed to filing an individual claim that could be resolved quicker.

8. I believe that all businesses, but especially cannabis dispensaries, should take the utmost care in protecting the privacy and confidentiality of their customers, and that is one of the reasons I agreed to serve as class representative in this matter. I sought not just compensation for myself and others, but also business practice changes that would help protect the privacy of current and future customers of Defendant. I have supported the settlement and am proud of the result that we achieved.

9. Neither my attorney, nor anyone else, ever promised me any amount of money to serve as a class representative, or in connection with my approval of this settlement.

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I declare under penalty of perjury under the laws of the United States and the States of California that the foregoing is true and correct.

Executed on this 1 day of April, 2026 at Los Angeles, California.

G.E.

G.E

Clarkson Law Firm, P.C. | 22525 Pacific Coast Highway, Malibu, CA 90265 | P: (213) 788-4050 F: (213) 788-4070 | clarksonlawfirm.com

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CLARKSON LAW FIRM, P.C.
Ryan J. Clarkson (SBN 257074)
rclarkson@clarksonlawfirm.com
Yana Hart (SBN 306499)
yhart@clarksonlawfirm.com
Bryan P. Thompson (SBN 354683)
bthompson@clarksonlawfirm.com
22525 Pacific Coast Highway
Malibu, CA 90265
Tel: (213) 788-4050

COTCHETT, PITRE & McCARTHY, LLP
Thomas E. Loeser (SBN: 202724)
tloeser@cpmlegal.com
840 Malcolm Road
Burlingame, CA 94010
Tel: (206) 802-1272
Fax: (650) 697-0577

Interim Co-Lead Counsel for Plaintiffs

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IN RE: STIIZY INC., DATA
BREACH SECURITY LITIGATION

Master File No.: 2:25-cv-00490-GW-SSC

This Document Relates To:
All cases

**DECLARATION OF DONALD
HATCH IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing Information

Date: May 11, 2026
Time: 8:30 a.m.
Location: Courtroom 9D, 9th Floor
Hon. George H. Wu

Complaint Filed: January 17, 2025
FAC Filed: July 3, 2025
Trial Date: None Set

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1. I, Donald Hatch, Class Representative in this action, respectfully submit this Declaration in support of Plaintiffs’ Motion for Preliminary Approval of the Class Action Settlement (“**Motion**”). I have personal knowledge of all the facts stated herein, and if called to testify as a witness, I could and would competently testify to them.

2. Unless otherwise defined, capitalized terms in this Declaration have the same meaning as set forth in the Settlement Agreement, which is attached as **Exhibit A** to the Joint Declaration of Proposed Class Counsel Yana Hart, Bryan P. Thompson, and Thomas E. Loeser and in support of Plaintiffs’ Motion.

3. I am a member of the Settlement Class of individuals whose Private Information was disclosed to a third party without authorization or consent through a data breach of Defendant Stiiizy, Inc.’s (“**Defendant**”) cloud-based software/system.

Time and Efforts Associated with Litigation

4. Over the past year, I worked closely with my attorneys to bring this case to a resolution on behalf of myself and other individuals affected by the Data Breach. Even before this lawsuit ensued, I worked closely with my attorneys to gather and organize key information and evidence, reviewed legal filings, and provided key input on strategy. I have also actively participated in the litigation, cooperated with and remained in regular contact with my attorneys, provided my attorneys with important information about the underlying facts of the claims, stayed informed of case developments, and searched for and produced relevant information and evidence as requested by my counsel, among other case-related tasks.

5. My involvement has been consistent throughout litigation, as discussed below:

- a. Prior to my attorneys filing a complaint on my behalf, I spent time communicating with them by phone and email regarding the facts of this action and gathering documents regarding the potential claims.

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- b. I reviewed the complaint and confirmed that it was factually accurate as I understood it.
- c. Throughout the litigation, I actively cooperated with my attorneys by regularly communicating with them, providing them with any relevant and necessary information, responding to inquiries on facts or document requests, and generally staying informed of case developments.
- d. I also discussed the Motion to Consolidate Cases and Appoint Interim Co-Lead Counsel was filed in the case as well as the court’s opinion granting it. I was involved in the decision-making process and strategies relating to the next steps taken by my attorneys.
- e. I continued to assist my attorneys after that point, and was involved in further information gathering, leading up to my attorneys filing the Consolidated Class Action Complaint which I reviewed.
- f. We ultimately agreed to a full day mediation in attempt to resolve this matter, and leading up to mediation, I worked closely with attorneys in discussing critical case strategy, our goals, evaluation of this matter, and participated in responding to inquiries from my attorneys.
- g. Throughout litigation, I spoke with my attorneys on numerous occasions to assist them as needed and to discuss case strategy. I also gathered documents and helped my attorneys gather facts necessary for litigation and mediation. My attorneys also kept me fully informed regarding the possibility of settlement and proposed settlement terms.
- h. Once the Settlement was reached, I continued to be involved, to assist counsel as necessary in finalizing formal final settlement related documents. I also expect to keep in contact with my attorneys as this Motion for Preliminary Approval and Motion for Final Approval are

Clarkson Law Firm, P.C. | 22525 Pacific Coast Highway, Malibu, CA 90265 | P: (213) 788-4050 | F: (213) 788-4070 | clarksonlawfirm.com

Clarkson Law Firm, P.C. | 22525 Pacific Coast Highway, Malibu, CA 90265 | P: (213) 788-4050 | F: (213) 788-4070 | clarksonlawfirm.com

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filed.

Risks and Costs Incurred by Participating in this Litigation

6. I understand that I have been exposed to certain risks by being named as a Plaintiff in this matter. As part of the case, I provided sensitive and personal information, some of which could have to be disclosed publicly in court filings.

7. I agreed to serve as a named Plaintiff understanding that proceeding with a class action might involve a delay in my obtaining recovery for my losses as opposed to filing an individual claim that could be resolved quicker.

8. I believe that all businesses, but especially cannabis dispensaries, should take the utmost care in protecting the privacy and confidentiality of their customers, and that is one of the reasons I agreed to serve as class representative in this matter. I sought not just compensation for myself and others, but also business practice changes that would help protect the privacy of current and future customers of Defendant. I have supported the settlement and am proud of the result that we achieved.

9. Neither my attorney, nor anyone else, ever promised me any amount of money to serve as a class representative, or in connection with my approval of this settlement.

I declare under penalty of perjury under the laws of the United States and the States of California that the foregoing is true and correct.

Executed on this 2nd day of April, 2026 at 5:36PM, California.

DocuSigned by:
Donald Hatch
E54F71BD4C364D4...
Donald Hatch

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CLARKSON LAW FIRM, P.C.
Ryan J. Clarkson (SBN 257074)
rclarkson@clarksonlawfirm.com
Yana Hart (SBN 306499)
yhart@clarksonlawfirm.com
Bryan P. Thompson (SBN 354683)
bthompson@clarksonlawfirm.com
22525 Pacific Coast Highway
Malibu, CA 90265
Tel: (213) 788-4050

COTCHETT, PITRE & McCARTHY, LLP
Thomas E. Loeser (SBN: 202724)
tloeser@cpmlegal.com
840 Malcolm Road
Burlingame, CA 94010
Tel: (206) 802-1272
Fax: (650) 697-0577

Interim Co-Lead Counsel for Plaintiffs

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IN RE: STIIZY INC., DATA
BREACH SECURITY LITIGATION

Master File No.: 2:25-cv-00490-GW-SSC

This Document Relates To:
All cases

**DECLARATION OF BRADLEY
ANDERSON IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Information

Date: May 11, 2026
Time: 8:30 a.m.
Location: Courtroom 9D, 9th Floor
Hon. George H. Wu

Complaint Filed: January 17, 2025
FAC Filed: July 3, 2025
Trial Date: None Set

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- b. I reviewed the complaint and confirmed that it was factually accurate as I understood it.
- c. Throughout the litigation, I actively cooperated with my attorneys by regularly communicating with them, providing them with any relevant and necessary information, responding to inquiries on facts or document requests, and generally staying informed of case developments.
- d. I also discussed the Motion to Consolidate Cases and Appoint Interim Co-Lead Counsel was filed in the case as well as the court’s opinion granting it. I was involved in the decision-making process and strategies relating to the next steps taken by my attorneys.
- e. I continued to assist my attorneys after that point, and was involved in further information gathering, leading up to my attorneys filing the Consolidated Class Action Complaint which I reviewed.
- f. We ultimately agreed to a full day mediation in attempt to resolve this matter, and leading up to mediation, I worked closely with attorneys in discussing critical case strategy, our goals, evaluation of this matter, and participated in responding to inquiries from my attorneys.
- g. Throughout litigation, I spoke with my attorneys on numerous occasions to assist them as needed and to discuss case strategy. I also gathered documents and helped my attorneys gather facts necessary for litigation and mediation. My attorneys also kept me fully informed regarding the possibility of settlement and proposed settlement terms.
- h. Once the Settlement was reached, I continued to be involved, to assist counsel as necessary in finalizing formal final settlement related documents. I also expect to keep in contact with my attorneys as this Motion for Preliminary Approval and Motion for Final Approval are

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filed.

Risks and Costs Incurred by Participating in this Litigation

6. I understand that I have been exposed to certain risks by being named as a Plaintiff in this matter. As part of the case, I provided sensitive and personal information, some of which could have to be disclosed publicly in court filings.

7. I agreed to serve as a named Plaintiff understanding that proceeding with a class action might involve a delay in my obtaining recovery for my losses as opposed to filing an individual claim that could be resolved quicker.

8. I believe that all businesses, but especially cannabis dispensaries, should take the utmost care in protecting the privacy and confidentiality of their customers, and that is one of the reasons I agreed to serve as class representative in this matter. I sought not just compensation for myself and others, but also business practice changes that would help protect the privacy of current and future customers of Defendant. I have supported the settlement and am proud of the result that we achieved.

9. Neither my attorney, nor anyone else, ever promised me any amount of money to serve as a class representative, or in connection with my approval of this settlement.

I declare under penalty of perjury under the laws of the United States and the States of California that the foregoing is true and correct.

Executed on this 4 day of April, 2026 at San Francisco, California.



Bradley Anderson

Clarkson Law Firm, P.C. | 22525 Pacific Coast Highway, Malibu, CA 90265 | P: (213) 788-4050 | F: (213) 788-4070 | clarksonlawfirm.com

CLARKSON LAW FIRM, P.C.
Ryan J. Clarkson (SBN 257074)
rclarkson@clarksonlawfirm.com
Yana Hart (SBN 306499)
yhart@clarksonlawfirm.com
Bryan P. Thompson (SBN 354683)
bthompson@clarksonlawfirm.com
22525 Pacific Coast Highway
Malibu, CA 90265
Tel: (213) 788-4050

COTCHETT, PITRE & McCARTHY, LLP
Thomas E. Loeser (SBN: 202724)
tloeser@cpmlegal.com
840 Malcolm Road
Burlingame, CA 94010
Tel: (206) 802-1272
Fax: (650) 697-0577

Interim Co-Lead Counsel for Plaintiffs

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

IN RE: STIIZY INC., DATA
BREACH SECURITY LITIGATION

Master File No.: 2:25-cv-00490-GW-SSC

This Document Relates To:
All cases

**DECLARATION OF DANIEL
MARTINEZ IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Information

Date: May 11, 2026
Time: 8:30 a.m.
Location: Courtroom 9D, 9th Floor
Hon. George H. Wu

Complaint Filed: January 17, 2025
FAC Filed: July 3, 2025
Trial Date: None Set

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- b. I reviewed the complaint and confirmed that it was factually accurate as I understood it.
- c. Throughout the litigation, I actively cooperated with my attorneys by regularly communicating with them, providing them with any relevant and necessary information, responding to inquiries on facts or document requests, and generally staying informed of case developments.
- d. I also discussed the Motion to Consolidate Cases and Appoint Interim Co-Lead Counsel was filed in the case as well as the court’s opinion granting it. I was involved in the decision-making process and strategies relating to the next steps taken by my attorneys.
- e. I continued to assist my attorneys after that point, and was involved in further information gathering, leading up to my attorneys filing the Consolidated Class Action Complaint which I reviewed.
- f. We ultimately agreed to a full day mediation in attempt to resolve this matter, and leading up to mediation, I worked closely with attorneys in discussing critical case strategy, our goals, evaluation of this matter, and participated in responding to inquiries from my attorneys.
- g. Throughout litigation, I spoke with my attorneys on numerous occasions to assist them as needed and to discuss case strategy. I also gathered documents and helped my attorneys gather facts necessary for litigation and mediation. My attorneys also kept me fully informed regarding the possibility of settlement and proposed settlement terms.
- h. Once the Settlement was reached, I continued to be involved, to assist counsel as necessary in finalizing formal final settlement related documents. I also expect to keep in contact with my attorneys as this Motion for Preliminary Approval and Motion for Final Approval are

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filed.

Risks and Costs Incurred by Participating in this Litigation

6. I understand that I have been exposed to certain risks by being named as a Plaintiff in this matter. As part of the case, I provided sensitive and personal information, some of which could have to be disclosed publicly in court filings.

7. I agreed to serve as a named Plaintiff understanding that proceeding with a class action might involve a delay in my obtaining recovery for my losses as opposed to filing an individual claim that could be resolved quicker.

8. I believe that all businesses, but especially cannabis dispensaries, should take the utmost care in protecting the privacy and confidentiality of their customers, and that is one of the reasons I agreed to serve as class representative in this matter. I sought not just compensation for myself and others, but also business practice changes that would help protect the privacy of current and future customers of Defendant. I have supported the settlement and am proud of the result that we achieved.

9. Neither my attorney, nor anyone else, ever promised me any amount of money to serve as a class representative, or in connection with my approval of this settlement.

I declare under penalty of perjury under the laws of the United States and the States of California that the foregoing is true and correct.

Executed on this ___ day of _____, 2026 at ^{San Francisco} _____, California.

04/02/2026

Daniel Martinez

Daniel Martinez

Clarkson Law Firm, P.C. | 22525 Pacific Coast Highway, Malibu, CA 90265 | P: (213) 788-4050 | F: (213) 788-4070 | clarksonlawfirm.com

1 **CLARKSON LAW FIRM, P.C.**
2 Ryan J. Clarkson (SBN 257074)
3 *rclarkson@clarksonlawfirm.com*
4 Yana Hart (SBN 306499)
5 *yhart@clarksonlawfirm.com*
6 Bryan P. Thompson (SBN 354683)
7 *bthompson@clarksonlawfirm.com*
8 22525 Pacific Coast Highway
9 Malibu, CA 90265
10 Tel: (213) 788-4050

11 **COTCHETT, PITRE & McCARTHY, LLP**
12 Thomas E. Loeser (SBN: 202724)
13 *tloeser@cpmlegal.com*
14 840 Malcolm Road
15 Burlingame, CA 94010
16 Tel: (206) 802-1272
17 Fax: (650) 697-0577

18 *Interim Co-Lead Counsel for Plaintiffs*

19 **UNITED STATES DISTRICT COURT**
20 **CENTRAL DISTRICT OF CALIFORNIA**

21 **IN RE: STIIZY INC., DATA**
22 **BREACH SECURITY LITIGATION**

Master File No.: 2:25-cv-00490-GW-SSC

23 This Document Relates To:
24 *All cases*

25 **DECLARATION OF LOREN O**
26 **MONTOYA IN SUPPORT OF**
27 **MOTION FOR PRELIMINARY**
28 **APPROVAL OF CLASS ACTION**
SETTLEMENT

Hearing Information

Date: May 11, 2026
Time: 8:30 a.m.
Location: Courtroom 9D, 9th Floor
Hon. George H. Wu

Complaint Filed: January 17, 2025
FAC Filed: July 3, 2025
Trial Date: None Set

Clarkson Law Firm, P.C. | 22525 Pacific Coast Highway, Malibu, CA 90265 | P: (213) 788-4070 | F: (213) 788-4050 | clarksonlawfirm.com

1 I, Lorenzo Montoya, Class Representative in this action, respectfully
2 submit this Declaration in support of Plaintiffs’ Motion for Preliminary Approval of
3 the Class Action Settlement (“**Motion**”). I have personal knowledge of all the facts
4 stated herein, and if called to testify as a witness, I could and would competently
5 testify to them.

6 2. Unless otherwise defined, capitalized terms in this Declaration have the
7 same meaning as set forth in the Settlement Agreement, which is attached as **E i it**
8 **A** to the Joint Declaration of Proposed Class Counsel Yana Hart, Bryan P. Thompson,
9 and Thomas E. Loeser and in support of Plaintiffs’ Motion.

10 3. I am a member of the Settlement Class of individuals whose Private
11 Information was disclosed to a third party without authorization or consent through a
12 data breach of Defendant Stiiizy, Inc.’s (“**Defendant**”) cloud-based software/system.

13 **Time and Efforts Associated it Litigation**

14 4. Over the past year, I worked closely with my attorneys to bring this case
15 to a resolution on behalf of myself and other individuals affected by the Data Breach.
16 Even before this lawsuit ensued, I worked closely with my attorneys to gather and
17 organize key information and evidence, reviewed legal filings, and provided key input
18 on strategy. I have also actively participated in the litigation, cooperated with and
19 remained in regular contact with my attorneys, provided my attorneys with important
20 information about the underlying facts of the claims, stayed informed of case
21 developments, and searched for and produced relevant information and evidence as
22 requested by my counsel, among other case-related tasks.

23 5. My involvement has been consistent throughout litigation, as discussed
24 below:

- 25 a. Prior to my attorneys filing a complaint on my behalf, I spent time
26 communicating with them by phone and email regarding the facts of this
27 action and gathering documents regarding the potential claims.

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- b. I reviewed the complaint and confirmed that it was factually accurate as I understood it.
- c. Throughout the litigation, I actively cooperated with my attorneys by regularly communicating with them, providing them with any relevant and necessary information, responding to inquiries on facts or document requests, and generally staying informed of case developments.
- d. I also discussed the Motion to Consolidate Cases and Appoint Interim Co-Lead Counsel was filed in the case as well as the court’s opinion granting it. I was involved in the decision-making process and strategies relating to the next steps taken by my attorneys.
- e. I continued to assist my attorneys after that point, and was involved in further information gathering, leading up to my attorneys filing the Consolidated Class Action Complaint which I reviewed.
- f. We ultimately agreed to a full day mediation in attempt to resolve this matter, and leading up to mediation, I worked closely with attorneys in discussing critical case strategy, our goals, evaluation of this matter, and participated in responding to inquiries from my attorneys. My attorneys kept me updated throughout the process, and I participated in mediation-related discussions and decisions.
- g. Throughout litigation, I spoke with my attorneys on numerous occasions to assist them as needed and to discuss case strategy. I also gathered documents and helped my attorneys gather facts necessary for litigation and mediation. I was involved in the settlement discussions before, during, and after the mediation and my attorneys kept me fully informed regarding the possibility of settlement and proposed settlement terms.
- h. Once the Settlement was reached, I continued to be involved, to assist

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counsel as necessary in finalizing formal final settlement related documents. I also expect to keep in contact with my attorneys as this Motion for Preliminary Approval and Motion for Final Approval are filed.

Risks and Costs Incurred by Participating in this Litigation

6. I understand that I have been exposed to certain risks by being named as a Plaintiff in this matter. As part of the case, I provided sensitive and personal information, some of which could have to be disclosed publicly in court filings.

7. I agreed to serve as a named Plaintiff understanding that proceeding with a class action might involve a delay in my obtaining recovery for my losses as opposed to filing an individual claim that could be resolved quicker.

8. I believe that all businesses, but especially cannabis dispensaries, should take the utmost care in protecting the privacy and confidentiality of their customers, and that is one of the reasons I agreed to serve as class representative in this matter. I sought not just compensation for myself and others, but also business practice changes that would help protect the privacy of current and future customers of Defendant. I have supported the settlement and am proud of the result that we achieved.

9. Neither my attorney, nor anyone else, ever promised me any amount of money to serve as a class representative, or in connection with my approval of this settlement.

I declare under penalty of perjury under the laws of the United States and the States of California that the foregoing is true and correct.

Executed on this 9 day of April, 2026 at Fremont, California.

Lorenzo Andreas Montoya
Lorenzo Andreas Montoya (Apr 9, 2026 10:27:36 PDT)

Lorenzo Montoya

1 **CLARKSON LAW FIRM, P.C.**
Ryan J. Clarkson (SBN 257074)
2 *rclarkson@clarksonlawfirm.com*
3 Yana Hart (SBN 306499)
yhart@clarksonlawfirm.com
4 Bryan P. Thompson (SBN 354683)
5 *bthompson@clarksonlawfirm.com*
22525 Pacific Coast Highway
6 Malibu, CA 90265
7 Tel: (213) 788-4050

8 **COTCHETT, PITRE & McCARTHY, LLP**
9 Thomas E. Loeser (SBN: 202724)
tloeser@cpmlegal.com
10 840 Malcolm Road
11 Burlingame, CA 94010
12 Tel: (206) 802-1272
13 Fax: (650) 697-0577

14 *Interim Co-Lead Counsel for Plaintiffs*

15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**

18 IN RE: STIIZY INC., DATA
19 BREACH SECURITY LITIGATION

Master File No.: 2:25-cv-00490-GW-SSC

20 This Document Relates To:
21 *All cases*

**DECLARATION OF ELI ABETH
ORO CO PRE A IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Information

Date: May 11, 2026
Time: 8:30 a.m.
Location: Courtroom 9D, 9th Floor
Hon. George H. Wu

26 Complaint Filed: January 17, 2025
27 FAC Filed: July 3, 2025
28 Trial Date: None Set

Clarkson Law Firm, P.C. | 22525 Pacific Coast Highway, Malibu, CA 90265 | P: (213) 788-4050 | F: (213) 788-4070 | clarksonlawfirm.com

1 1. I, Elizabeth Orozco-Preza, Class Representative in this action,
2 respectfully submit this Declaration in support of Plaintiffs’ Motion for Preliminary
3 Approval of the Class Action Settlement (“**Motion**”). I have personal knowledge of
4 all the facts stated herein, and if called to testify as a witness, I could and would
5 competently testify to them.

6 2. Unless otherwise defined, capitalized terms in this Declaration have the
7 same meaning as set forth in the Settlement Agreement, which is attached as **E i it**
8 **A** to the Joint Declaration of Proposed Class Counsel Yana Hart, Bryan P. Thompson,
9 and Thomas E. Loeser and in support of Plaintiffs’ Motion.

10 3. I am a member of the Settlement Class of individuals whose Private
11 Information was disclosed to a third party without authorization or consent through a
12 data breach of Defendant Stiiizy, Inc.’s (“**Defendant**”) cloud-based software/system.

13 **Time and Efforts Associated it Litigation**

14 4. Over the past year, I worked closely with my attorneys to bring this case
15 to a resolution on behalf of myself and other individuals affected by the Data Breach.
16 Even before this lawsuit ensued, I worked closely with my attorneys to gather and
17 organize key information and evidence, reviewed legal filings, and provided key input
18 on strategy. I have also actively participated in the litigation, cooperated with and
19 remained in regular contact with my attorneys, provided my attorneys with important
20 information about the underlying facts of the claims, stayed informed of case
21 developments, and searched for and produced relevant information and evidence as
22 requested by my counsel, among other case-related tasks.

23 5. My involvement has been consistent throughout litigation, as discussed
24 below:

- 25 a. Prior to my attorneys filing a complaint on my behalf, I spent time
26 communicating with them by phone and email regarding the facts of this
27 action and gathering documents regarding the potential claims.

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- b. I reviewed the complaint and confirmed that it was factually accurate as I understood it.
- c. Throughout the litigation, I actively cooperated with my attorneys by regularly communicating with them, providing them with any relevant and necessary information, responding to inquiries on facts or document requests, and generally staying informed of case developments.
- d. I also discussed the Motion to Consolidate Cases and Appoint Interim Co-Lead Counsel was filed in the case as well as the court’s opinion granting it. I was involved in the decision-making process and strategies relating to the next steps taken by my attorneys.
- e. I continued to assist my attorneys after that point, and was involved in further information gathering, leading up to my attorneys filing the Consolidated Class Action Complaint which I reviewed.
- f. We ultimately agreed to a full day mediation in attempt to resolve this matter, and leading up to mediation, I worked closely with attorneys in discussing critical case strategy, our goals, evaluation of this matter, and participated in responding to inquiries from my attorneys.
- g. Throughout litigation, I spoke with my attorneys on numerous occasions to assist them as needed and to discuss case strategy. I also gathered documents and helped my attorneys gather facts necessary for litigation and mediation. My attorneys also kept me fully informed regarding the possibility of settlement and proposed settlement terms.
- h. Once the Settlement was reached, I continued to be involved, to assist counsel as necessary in finalizing formal final settlement related documents. I also expect to keep in contact with my attorneys as this Motion for Preliminary Approval and Motion for Final Approval are

Clarkson Law Firm, P.C. | 22525 Pacific Coast Highway, Malibu, CA 90265 | P: (213) 788-4050 | F: (213) 788-4070 | clarksonlawfirm.com

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filed.

Risks and Costs Incurred Participating in this Litigation

6. I understand that I have been exposed to certain risks by being named as a Plaintiff in this matter. As part of the case, I provided sensitive and personal information, some of which could have to be disclosed publicly in court filings.

7. I agreed to serve as a named Plaintiff understanding that proceeding with a class action might involve a delay in my obtaining recovery for my losses as opposed to filing an individual claim that could be resolved quicker.

8. I believe that all businesses, but especially cannabis dispensaries, should take the utmost care in protecting the privacy and confidentiality of their customers, and that is one of the reasons I agreed to serve as class representative in this matter. I sought not just compensation for myself and others, but also business practice changes that would help protect the privacy of current and future customers of Defendant. I have supported the settlement and am proud of the result that we achieved.

9. Neither my attorney, nor anyone else, ever promised me any amount of money to serve as a class representative, or in connection with my approval of this settlement.

I declare under penalty of perjury under the laws of the United States and the States of California that the foregoing is true and correct.

Executed on this 3 day of April, 2026 at Santa Clara, California.


Elizabeth Orozco-Preza (Apr 3, 2026 09:53:56 PDT)
Elizabeth Orozco-Preza

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CLARKSON LAW FIRM, P.C.
Ryan J. Clarkson, Esq. (SBN 257074)
rclarkson@clarksonlawfirm.com
Yana Hart, Esq. (SBN 306499)
yhart@clarksonlawfirm.com
Bryan P. Thompson, Esq. (SBN 354683)
bthompson@clarksonlawfirm.com
22525 Pacific Coast Highway
Malibu, CA 90265
Tel: (213) 788-4050

COTCHETT, PITRE & McCARTHY, LLP
Thomas E. Loeser, Esq. (SBN: 202724)
tloeser@cpmlegal.com
2716 Ocean Park Blvd., Ste. 3088
Santa Monica, CA 90405
Tel: (206) 802-1272

Counsel for Plaintiffs and the Proposed Class

THE UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IN RE: STIIIZY INC., DATA
BREACH SECURITY LITIGATION,

This Document Relates To:
All cases

Master File No.: 2:25-cv-00490-GW-SSC

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

1 I, Brandon Schwartz, declare as follows:

2 1. I serve as the Director of Legal Notice, and I am preparing this
3 Declaration for the proposed notice administrator, Eisner Advisory Group, LLC
4 ("EAG" or "EisnerAmper"), a full-service administration firm providing legal
5 administration services, including the design, development, and implementation of
6 unbiased complex legal notification programs. EAG was asked by Counsel to
7 devise and execute the proposed Notice Plan, as well as administer the claims
8 process in the above-referenced matter (the "Action").¹ The statements presented
9 herein are based on my personal knowledge, as well as information provided by
10 other skilled EAG professionals operating under my supervision, along with my
11 examination of information and documents furnished by Counsel.

12 2. EAG routinely undertakes the creation and execution of notice plans,
13 along with the administration of diverse class action and mass action settlements.
14 Our expertise extends across a wide array of subject matters, encompassing but not
15 limited to privacy, consumer rights, products liability, healthcare, antitrust,
16 insurance, and mass tort. The members of the EAG team possess extensive
17 experience in the design and implementation of notice procedures involving
18 various aspects of class certification and settlement programs. For more detailed
19 information about EAG, visit www.eisneramper.com.

20 **EXPERIENCE**

21 3. I have over fifteen years of experience designing, implementing, and
22 overseeing class notice programs in complex litigation. I have developed and
23 executed comprehensive notice strategies across all phases of class certification
24 and settlement. My experience includes managing large-scale notice campaigns
25 utilizing postal, email, and digital channels; designing and applying reach,

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

1 frequency, and demographic analyses; and media planning, development, and
2 placement, including digital and social media initiatives. I am familiar with
3 industry best practices for notice design and distribution and routinely apply
4 professional judgment to ensure that notice programs are effective, appropriately
5 targeted, and consistent with applicable legal standards.

6 4. I have designed, implemented, and managed notice campaigns in
7 more than 100 matters. Some of my notice plans include: *Rivera, et al. v Google*
8 *LLC*, 2019-CH-00990 (Cir. Ct. Cook Cnty.); *Doe, et al. v. Virginia Mason Medical*
9 *Center, et al.*, Case No. 19-2-26674-1 SEA (Wash. Super. Ct.); *Baldwin, et al. v.*
10 *National Western Life Insurance Company*, No. 2:21-cv-04066 (W.D. Mo.); *In re:*
11 *Novant Health, Inc*, No. 1:22-cv00697 (M.D.N.C.); *In Re: Sonic Corp. Customer*
12 *Data Breach Litigation*, 1:17-md-02807-JSG (N.D. Ohio); *Riley v. Centerstone of*
13 *America*, No. 3:22-cv-00662 (M.D. Tenn.); and *Tucker v. Marietta Area Health*
14 *Care Inc.*, No. 2:22-cv-00184 (S.D. Ohio). A description of my experience is
15 attached as **Exhibit A**.

16 5. The courts have consistently acknowledged both the credibility of our
17 team (curriculum vitae attached hereto as **Exhibit B**) and the effectiveness of our
18 class action notice plans. Illustrative court opinions affirming the sufficiency of our
19 notice plans include:

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

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

28 The Court finds that the Settlement Administrator has complied
with the approved notice process as confirmed by its

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

b. On October 8, 2025, in *Siqueiros et al. v. General Motors, LLC*, No. 3:16-cv-07244 (N.D. Cal.), Judge Edward M. Chen ruled:

The record shows and the Court finds that Class Notice has been given to the Classes in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to object to all or any part of the Settlement Agreement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Judgment in the Action, whether favorable or unfavorable, on all Class Members; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23 and any other applicable law as well as complying with the Federal Judicial Center’s illustrative class action notices.

1 c. On March 21, 2025, in *Milan, et al. v. Clif Bar & Company*, No.
2 18-cv-02354-JD (N.D. Cal.), Judge James Donato ruled:

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

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

10 Notice to the Settlement Class required by Fed. R. Civ. P. Rule
11 23(e) has been provided in accordance with the Settlement
12 Agreement and the Preliminary Approval Order. Such Notice
13 has been given in an adequate and sufficient manner, constitutes
14 the best notice practicable under the circumstances, and satisfies
15 Fed. R. Civ. P. Rule 23(e) and due process.

16 OVERVIEW

17 6. Based on our review of the Settlement Agreement, Class Members
18 are defined as follows:

19 **Nationwide Class** (including members of the California Subclass):

20 All persons whose Private Information was accessed, compromised,
21 or stolen in the Data Security Incident announced by Defendant on or
22 about January 7, 2025.

23 **California Subclass:** All persons who were residents of California
24 when doing business with Defendant, whose Private Information was
25 accessed, compromised, or stolen in the Data Security Incident
26 announced by Defendant on or about January 7, 2025.

27 7. In total, 387,555 received notice of the data breach, including an
28 estimated 232,578 who were residents of California at the time of the Data Security
Incident.

1 8. Excluded from the Class are officers and directors of Defendant,
2 Class Counsel, the presiding judges, and any members of the presiding judges’
3 immediate family and judicial staff.

4 9. The objective of this Notice Plan is to ensure the delivery of the most
5 feasible and effective notice to the Class, in compliance with the provisions set
6 forth in Fed. R. Civ. P. 23. Consequently, it is my opinion that the ensuing Notice
7 Plan satisfies due process standards and adheres to the recommendations in the
8 *Judges’ Class Action Notice and Claims Process Checklist and Plain Language*
9 *Guide*.

10 **PROPOSED NOTICE PLAN**

11 10. To obtain the relevant contact information for Class Members, upon
12 the Preliminary Approval, Stiiizy will provide EAG with a list of all records
13 comprising, to the extent available, the names, physical addresses, and email
14 address associated with Class Members (the “Direct Notice List”).

15 11. As described below, the proposed Notice Plan provides individual
16 notice to all Class Members identified in the Direct Notice List. In addition, a
17 supplemental paid media campaign will support and strengthen the overall Notice
18 Plan.

19 **Direct Email Notice**

20 12. The Email Notice (attached to the Settlement Agreement as Exhibit
21 B) will be sent to all Class Members for whom a facially valid email address is
22 available in the Direct Notice List. The Email Notice will be developed in HTML
23 format using a clear, user-friendly layout designed to maximize readability and
24 deliverability. The design will avoid elements that may increase the likelihood of
25 filtering or blocking by Internet Service Providers (“ISP” or “ISPs”). EAG adheres
26 to established email industry best practices, including the use of authenticated
27 sending domains, multiple IP addresses with established sender reputations, and

1 the inclusion of required elements such as an unsubscribe mechanism and readily
2 accessible Administrator contact information.

3 13. Prior to dissemination, email addresses will undergo a hygiene and
4 verification process designed to protect the integrity of the campaign and
5 maximize deliverability. This process includes deduplication, syntax validation,
6 correction of common domain errors, domain validation, and risk screening.
7 Validated email addresses will be deployed in controlled batches over multiple
8 days to reduce the likelihood of being flagged as bulk or unsolicited email. EAG
9 will track and report all email delivery attempts to the Court. Emails returned as
10 undeliverable, commonly referred to as “bounces,” will be categorized by type.
11 Addresses identified as non-existent will be treated as “hard bounces,” and no
12 further delivery attempts will be made. Temporary delivery failures, including full
13 inboxes or ISP deferrals, will be treated as “soft bounces,” and additional delivery
14 attempts will be made. Email addresses that remain undeliverable after subsequent
15 attempts will be deemed undeliverable, and no further efforts will be undertaken.

16 **Direct Mail Notice**

17 14. For any Class Member for whom a mailing address exists but not an
18 email address, or whose email was returned as undeliverable, the Short Notice
19 (attached to the Settlement Agreement as Exhibit F) will be formatted as a postcard
20 (“Postcard Notice”) and will be sent by United States Postal Service (“USPS”)
21 First Class Mail to Class Members listed in the Direct Notice List. Prior to mailing,
22 all mailing addresses will be checked against the National Change of Address
23 (“NCOA”)² database maintained by USPS to ensure the accuracy and currency of
24 Settlement Class Member address information for proper formatting and mail

25 ² The NCOA database is maintained by the USPS and consists of approximately
26 160 million permanent change-of-address (“COA”) records consisting of names
27 and addresses of individuals, families, and businesses who have filed a COA with
28 the USPS. The address information is maintained on the database for 48 months.

1 delivery. Additionally, the addresses will be validated through the Coding
2 Accuracy Support System to uphold zip code precision, while Delivery Point
3 Validation will be employed to verify mailing address accuracy. In the event that
4 NCOA provides a more current mailing address for a Class Member, EAG will
5 update the address accordingly. In instances where a Postcard Notice is returned
6 with forwarding address information, EAG will re-send to the newly provided
7 mailing address.

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

12 **Supplemental Digital Banner Notice**

13 16. EAG will run digital banner notices on websites that potential Class
14 Members are likely to visit, using ad networks selected for cost efficiency, real-
15 time targeting capabilities, and broad reach. The campaign will be executed
16 programmatically through the Google Display Network, enabling placement
17 across thousands of relevant websites and targeting users based on their browsing
18 behavior. This approach increases the likelihood that Class Members will
19 encounter the notices while engaging with content aligned with their interests.
20 Banner notices will be designed in coordination with the Parties.

21 17. EAG follows advertising industry best practices when designing and
22 implementing digital notice plans. These plans incorporate multiple consumer data
23 points within a centralized platform, allowing EAG to monitor notice placement
24 across websites that class members may visit and to make real-time adjustments to
25 improve efficiency and performance.

1 18. The banner notices will utilize standard Interactive Advertising
2 Bureau ad sizes (350x250, 728x90, 970x250, 300x600).

3 19. We estimate that the supplemental digital banner notice program will
4 generate more than 17 million impressions, contextually targeted to adults 21 years
5 and older who have demonstrated an interest in cannabis dispensaries. Of these
6 impressions, approximately 75% will be geotargeted to California, with the
7 remaining 25% targeted nationally.

8 **Press Release**

9 20. A press release will be distributed over PRNewswire’s US1 and
10 Hispanic Newslines in substantially the same form as the Short Notice. The press
11 release will be issued broadly to media outlets, including newspapers, magazines,
12 wire services, television, radio, and online media nationally. Combined, the
13 Newslines distributes to more than 20,000 media outlets in the United States.

14 **California Consumer Legal Remedies Act (“CLRA”)**

15 21. To fulfill CLRA notice requirements, the Short Notice will be
16 formatted to appear as a quarter-page ad size and placed in USA Today -
17 CA/NV/AZ/NM region print publication once a week for four consecutive weeks

18 **Settlement Website**

19 22. EAG will create and maintain a website dedicated to this Settlement.
20 The website address will be prominently included in the Postcard Notice, Email
21 Notice and Long Notice (attached to the Settlement Agreement as Exhibit D)
22 (collectively, the “Notices”). The Notices, along with the Motion for Preliminary
23 Approval, the Preliminary Approval Order, the Settlement Agreement, the
24 Consolidated Complaint filed in this Action, the Claim Form (attached to the
25 Settlement Agreement as Exhibit A), and any filings or other materials the Parties
26 agree to include, will be posted on the Settlement Website for Class Members to
27 review and download. Additional documents, including the Motion for Final

1 Approval, Class Counsel’s application for Attorneys’ Fees and Expenses, and the
2 request for Service Awards, will be added to the Settlement Website once they are
3 filed.

4 23. The Settlement Website will also allow Class Members to file a Claim
5 Form electronically, and include relevant dates, other case-related information,
6 instructions for how to be excluded from the Settlement Class or object to the
7 Settlement, contact information for the Claims Administrator, and Spanish
8 translations of the Claim Form, Long Notice and Short Notice.

9 **Dedicated Toll-Free Hotline**

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

18 **REQUESTS FOR EXCLUSION**

19 25. Class Members that want to exclude themselves from the Settlement
20 Class may submit a request for exclusion by mail to a dedicated Post Office Box
21 or by email to a dedicated email address that EAG will maintain. EAG will monitor
22 all mail delivered to that Post Office Box. EAG will track all exclusion requests
23 received, which will be provided to the Parties.

1 **NOTICE AND ADMINISTRATION COSTS**

2 26. At the request of Class Counsel, EAG has assumed a 5% claims rate
3 for purposes of estimating costs. Based on this assumption, we estimate notice and
4 administration costs at this claim volume to be \$151,556. This estimate does not
5 include postage-related hard costs, which will be invoiced as incurred and are
6 anticipated to be approximately \$113,084.

7 **CREDIT MONITORING INSURANCE SERVICES (“CMIS”)**

8 27. The CMIS is valued at \$30 per month for each Participating
9 Settlement Class Member receiving that Settlement Benefit. For the two-year term
10 (24 months), therefore, a single subscription is valued at \$720. Thus, Plaintiffs
11 conservatively estimate that the value of this benefit to the Settlement Class is at
12 least \$2,790,396 for every one percent (1%) of Class Members receiving this
13 benefit, before excluding the cost of that benefit.

14 **DATA MANAGEMENT PRACTICES AND SECURITY PROTOCOLS³**

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

22 29. Our data encryption protection encompasses email encryption for
23 confidential transmissions as well as laptop hard drive encryption. Data is
24 protected in transit using TLS 1.3, and sensitive data at rest is secured through
25

26 ³ EAG continuously evaluates its information security processes and protocols.
27 Specific details related to data hosting and security are subject to change in order
28 to meet evolving standards, best practices, and individual needs for each matter.

1 advanced methods like column-level encryption and symmetric key encryption.
2 Column-level encryption ensures specific database columns are encrypted,
3 keeping data unreadable without proper decryption keys. Symmetric key
4 encryption uses a single key for both encryption and decryption, ensuring that only
5 authorized parties with the correct key can access sensitive information, such as
6 personally identifiable information (PII) Complex password requirements and
7 two-factor authentication further bolsters access to our proprietary claims
8 management database and other system-related services. Employee security
9 protocols are enforced through annual security awareness training, specializing in
10 the handling of protected information such as PII and identifying the mechanisms
11 of phishing and social engineering, among others.

12 30. In addition to these measures, we maintain comprehensive insurance
13 coverage, including network security insurance, providing protection in the event
14 of any breach. Furthermore, consumer data is strictly confined to the agreed-upon
15 purpose. These policies underscore our commitment to safeguarding sensitive
16 information and distinguishes us within the legal notice and settlement
17 administration field. Detailed information regarding our information security
18 policies is attached hereto as **Exhibit C**.

19 **CONCLUSION**

20 31. The proposed Notice Plan includes individual direct notice to all
21 members of the class who can be identified through reasonable efforts; a
22 supplemental paid digital publication program; press release; newspaper notice
23 (CLRA); Settlement Website; and a toll-free hotline. This Notice Plan will provide
24 the best notice that is practicable under the circumstances.

E HIBIT A

*IN RE THIRY INC. DATA EACH
SECURITY LITIGATION*

Case No. 2:25-cv-00490-GW-SSC

Brandon Schwartz Experience



Brandon Schwartz



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

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

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

EDUCATION & CREDENTIALS

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

ARTICLES

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

SPEAKING ENGAGEMENTS

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

SAMPLE JUDICIAL COMMENTS

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



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

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



LEGAL NOTICE CASES

<i>Lewis v. Lytx Inc.</i> , Case No. 3:22-CV-00046 (S.D. Ill.)
<i>Doe, et al. v. San Diego Fertility Center Medical Group, Inc., et al.</i> , Case No. 37-2024-00006118 (Cal. Super. Ct.)
<i>Tapia-Rendon, et al. v. Workeasy Software, LLC</i> , Case No. 1:21-cv-3400 (N.D. Ill.)
<i>Meholic, et al. v. Seattle Arena Company</i> , Case No. 24-2-06283-1 (Wash. Super. Ct.)
<i>Cadena, et al. v. American Honda Motor Co., Inc.</i> , Case No. CV 18-4007 (C.D. Cal.)
<i>In Re: Hapy Bear Surgery Center Data Security Incident Litigation</i> , Case No. VCU307987 (Cal. Super. Ct.)
<i>Brim, et al. v. Prestige Care, Inc.</i> , Case No. 3:24-CV-05133 (W.D. Wash.)
<i>Doe, et al. v. Virginia Mason Medical Center, et al.</i> , Case No. 19-2-26674-1 SEA (Wash. Super. Ct.)
<i>Velasco v. Belmont Groceries, LLC</i> , Case No. 2023-CH-01077 (Cir. Ct. Cook Cnty., Ill.)
<i>Newman, et al. v. Audienceview Ticketing Corporation, et al.</i> , Case No. 1:23-cv-03764 (S.D.N.Y.)
<i>Severa, et al. v. Solvay Specialty Polymers USA, LLC, et al.</i> , Case No. 1:20-CV-06906 (D.N.J.)
<i>In Re Christie's Data Breach Litigation</i> , Case No. 1:24-cv-4221 (S.D.N.Y.)
<i>Reardon, et al. v. Suncoast Skin Solutions, Inc.</i> , Case No. 23-CA-000317 (Fla. 13th Jud. Cir.)
<i>Kandel, et al. v. Dr. Dennis Gross Skincare LLC</i> , Case No. 1:23-cv-01967-ER (S.D.N.Y.)
Public School Districts' Opioid Recovery Trust
<i>Haggerty, et al. v. Consumer Safety Technology, LLC</i> , Case No. 22-cv-01414 (Cal. Super. Ct.)
<i>Guzman, et al. v. Polaris Industries, Inc. et al.</i> , Case No. 8:19-cv-01543 (C.D. Cal.)
<i>Coleman v. USAA</i> , Case No. 3:21-cv-217 (N.D. Cal.)
<i>Knott, et al. v. United Water System, Inc., et al.</i> , Case No. 6:23-CV-00401 (W.D. La.)
<i>Jweinat v. loanDepot.com, LLC</i> , Case No. CGC-23-605149 (Cal. Super. Ct.)
<i>Tracey, et al. v. Elekta, Inc., et al.</i> , Case No. 1:21-cv-02851 (N.D. Ga.)
<i>Coleman, et al. v. United Services Automobile Association, et al.</i> , Case No. 3:21-cv-00217 (S.D. Cal.)
<i>Ralph Milan, et al. v. Clif Bar & Company</i> , Case No. 18-cv-02354-JD (N.D. Cal.)
<i>In re: Valsartan N-Nitrosodimethylamine (NDMA) Products Liability Litigation</i> (non-settlement), Case No. 19-md-2875 (D.N.J.)
<i>Ayala v. Commonwealth Health Physician Network, et al.</i> , Case No. 2023-cv-3008 (Lackawanna Cnty. Ct. Com. Pl.)
<i>Andrade-Heymsfield v. NextFoods, Inc.</i> , Case No. 21-cv-1446 (S.D. Cal.)
<i>In Re: Novant Health, Inc.</i> , Case No. 1:22-cv-00697 (M.D.N.C.)
<i>White v. General Motors, LLC</i> , Case No. 1:21-cv-00410 (D. Colo.)
<i>Gunaratna v. Dennis Gross Skincare, LLC, et al.</i> , Case No. 2:20-cv-02311 (C.D. Cal.)
<i>Hymes v. Earl Enterprises Holdings</i> , Case No. 6:19-cv-00644 (M.D. Fla.)
<i>Rivera, et al. v. Google LLC</i> , Case No. 19-CH-00990 (Cir. Ct. Cook Cnty., Ill.)
<i>Hezi v Celsius Holdings, Inc</i> , Case No. 1:21-cv-09892 (S.D.N.Y.)
<i>M.S. v. Med-Data, Inc.</i> , Case No. 4:22-cv-00187 (S.D. Tex.)
<i>Ictech-Bendeck, et al. v. Progressive Waste Solutions of LA, Inc, et al.</i> , Case No. 2:18-cv-7889 (E.D. La.)
<i>Quackenbush, et al. v American Honda Motor Company, Inc., et al.</i> , Case No. 3:20-cv-05599 (N.D. Cal.)
<i>McFadden v. Nationstar</i> , Case No. 1:20-cv-00166 (D.D.C.)



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



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



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



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



E HIBIT B

*IN RE THIRY INC. DATA EACH
SECURITY LITIGATION*

Case No. 2:25-cv-00490-GW-SSC

Eisner Amper CV



Class & Mass Action Settlement Administration

Our Approach

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



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settlement claims.

Sample Case Experience*



Environmental/Toxic Torts

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



Consumer

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



Antitrust

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



Mass Torts

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



Data Breach/Privacy

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



Mass Arbitration

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



Other Notable Cases

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

⁴Work performed as Postlethwaite & Netterville, APAC (P&N)

¹Services provided in cooperation with the Court-Appointed Special Master

²Appointed As Common Benefit Trustee

³Inventory Settlement

"EisnerAmper" is the brand name under which EisnerAmper LLP and Eisner Advisory Group LLC and its subsidiary entities provide professional services. EisnerAmper LLP and Eisner Advisory Group LLC practice as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. EisnerAmper LLP is a licensed independent CPA firm that provides attest services to its clients, and Eisner Advisory Group LLC and its subsidiary entities provide tax and business consulting services to their clients. Eisner Advisory Group LLC and its subsidiary entities are not licensed CPA firms. The entities falling under the EisnerAmper brand are independently owned and are not liable for the services provided by any other entity providing services under the EisnerAmper brand. Our use of the terms "our firm" and "we" and "us" and terms of similar import, denote the alternative practice structure conducted by EisnerAmper LLP and Eisner Advisory Group LLC.



Claims Administration Experience

SAMPLE JUDICIAL COMMENTS

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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



E HIBIT C

*IN E THH Y INC. DATA EACH
EC ITY LITIGATI N*

Case No. 2:25-cv-00490-GW-SSC

Eisner Amper Security Policies

Data Management Practices and Security Protocols

Confidentiality is Paramount for Our Profession

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

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



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

CISA (Certified Information Systems Auditor)	CIA (Certified Internal Auditor)
CISSP (Certified Info Systems Security Professional)	CITP (Certified Information Technology Professional)
CIPP/US (Certified Information Privacy Professional/United States)	CRISC (Certified in Risk & Information Systems Control)
CIPM (Certified Information Privacy Manager)	Certified HITRUST Practitioner
JNCIS (Juniper Networks Cert. Internet Specialist)	VCP5 (VMware Certified Professional v5)
RSA/CSE (Certified Security Engineer)	VCP6 (VMware Certified Professional v6)
Checkpoint Certified Security Admin	MCITP (Microsoft Certified IT Professional)
MCITP & MCSE - Messaging	MCSE (Microsoft Certified System Engineer)
CCSP (Cisco Certified Security Professional)	CCVP (Cisco Certified Voice Professional)
CCNA (Cisco Certified Network Associate)	CCNP (Cisco Certified Network Professional)
JNCIA (Juniper Networks Certified Associate)	CCDA (Cisco Certified Design Associate)

MCNE (Master Certified Novell Engineer)

BCFP (Brocade Fiber Channel Professional)

BCSD (Brocade Certified SAN Designer)

EnCE (Encase Certified Forensic Examiner)

DOSD (Dell On Site Diagnostics)

AccessData Certified Forensic Examiner

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

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

Overview of General Security Practices

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

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

On the interior, activities are monitored with:

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

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

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

Client Data Hosting & Security

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



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

Web Application Firewall (WAF)

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



Two-Factor Authentication

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



Mass Data Transmission Through Secure Web Portal

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

Limited Access to Information and Data Encryption


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

Employee Security Protocols Training and Testing

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

Insurance and Limitations of Liability

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



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

Quality Control

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

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

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

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

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

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

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

Fraud, Waste, and Abuse Detection and Prevention

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

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

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

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

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

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

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

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

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

CRT Antitrust Litigation

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

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

Deepwater Horizon Economic Claims Center (DHECC)

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

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

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

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

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

IN RE: STIIZY INC., DATA BREACH
SECURITY LITIGATION

This Document Relates To:
All cases

Case No.: 2:25-cv-00490-GW-SSC
CONSOLIDATED ACTION

**PROPOSED ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT ECF
NO. 54**

Hearing Information

Date: May 11, 2026
Time: 8:30 a.m.
Location: Courtroom 9D, 9th Floor
Hon. George H. Wu

1 Before the Court is Plaintiffs’ Motion for Preliminary Approval of Class Action
2 Settlement (“Motion”). ECF No. 54. Having reviewed the Motion, declarations
3 submitted in support thereof, the proposed Settlement Agreement and accompanying
4 exhibits attached as Exhibit 1 (the “Settlement”), and applicable authority, the Court
5 finds that the Settlement is fair, adequate, and reasonable. Accordingly, with good cause
6 appearing, the Court hereby GRANTS preliminary approval of the Settlement and
7 ORDERS as follows:

8 1. **Settlement Terms.** The Court, for purposes of this Preliminary Approval
9 Order, adopts all defined terms as set forth in the Settlement.

10 2. **jurisdiction.** The Court has jurisdiction over the subject matter of the
11 Action and over all parties to the Action, including all members of the Settlement
12 Class.

13 3. **Preliminary Approval of Proposed Settlement Agreement.** Subject to
14 further consideration by the Court at the time of the Final Approval Hearing, the Court
15 preliminarily approves the Settlement as fair, reasonable, and adequate to the Settlement
16 Class, as falling within the range of possible final approval, and as meriting submission
17 to the Settlement Class for its consideration. The Court also finds the Settlement
18 Agreement: (a) is the result of serious, informed, non-collusive, arms-length
19 negotiations, involving experienced counsel familiar with the legal and factual issues
20 of this case and (b) appears to meet all applicable requirements of law, including Fed.
21 R. Civ. P. 23. Therefore, the Court grants preliminary approval of the Settlement.

22 4. **Class Certification for Settlement Purposes Only.** For purposes of the
23 Settlement only, the Court conditionally certifies the Settlement Class, as described
24 below:

25 The Nationwide Class is defined as:

26
27 All persons whose Private Information was accessed, compromised, or
28 stolen in the Data Security Incident announced by Defendant on January
7, 2025.

1 The California Subclass is defined as:

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3 All persons who were citizens of California when doing business with
4 Defendant, whose Private Information was accessed, compromised, or
5 stolen in the Data Security Incident announced by Defendant on January
6 7, 2025.

6 Excluded from the Class are officers and directors of Defendant, Class Counsel,
7 the presiding judges, and any members of the presiding judges' immediate family and
8 judicial staff.

9 5. The Court preliminarily finds, solely for purposes of considering this
10 Settlement, with respect to the monetary relief portions of the Settlement Agreement
11 that: (a) the number of Settlement Class members is so numerous that joinder of all
12 members thereof is impracticable; (b) there are questions of law and fact common to
13 the Settlement Class; (c) the claims of the named representatives are typical of the
14 claims of the Settlement Class they seek to represent; (d) the Plaintiffs will fairly and
15 adequately represent the interests of the Settlement Class; (e) the questions of law and
16 fact common to the Settlement Class predominate over any questions affecting only
17 individual members of the Settlement Class; and (f) a class action is superior to other
18 available methods for the fair and efficient adjudication of the controversy

19 6. **Class Representatives.** The Court orders that G.E., Donald Hatch,
20 Bradley Anderson, Daniel Martinez, Lorenzo Montoya, and Elizabeth Orozco-Preza are
21 appointed as the Representative Plaintiffs.

22 7. **Class Counsel.** The Court also orders that Thomas Loeser of Cotchett Pitre
23 McCarthy and Ryan J. Clarkson, Yana Hart, and Bryan P. Thompson, of Clarkson Law
24 Firm, P.C. are appointed as Class Counsel. The Court preliminarily finds that the
25 Representative Plaintiffs and Class Counsel fairly and adequately represent and protect
26 the interests of the absent Settlement Class members in accordance with Fed. R. Civ. P.
27 23.

1 8. **Class Notice.** The Court finds that the Settlement as set forth in the
2 Settlement Agreement falls within the range of reasonableness and warrants providing
3 notice of such Settlement to the members of the Settlement Class and accordingly, the
4 Court, pursuant to Fed. R. Civ. P. 23(c) and (e), preliminarily approves the Settlement
5 upon the terms and conditions set forth in the Settlement Agreement. The Court
6 approves, as to form and content, the notices and claim form substantially in the form
7 attached to the Settlement Agreement. Non-material modifications to the notices and
8 claim form may be made by the Claims Administrator without further order of the Court,
9 so long as they are approved by the Parties and consistent in all material respects with
10 the Settlement Agreement and this Order.

11 9. The Court finds that the plan for providing notice to the Settlement Class
12 (the “Notice Program”) described in the Settlement Agreement constitutes the best
13 notice practicable under the circumstances and constitutes due and sufficient notice to
14 the Settlement Class of the terms of the Settlement Agreement and the Final Approval
15 Hearing and complies fully with the requirements of the Federal Rules of Civil Procedure,
16 the United States Constitution, and any other applicable law. The Court directs that the
17 Notice Program will commence no later than thirty (30) days from the date of this
18 Preliminary Approval Order (the “Notice Commencement Date”).

19 10. The Court further finds that the Notice Program adequately informs
20 members of the Settlement Class of their right to exclude themselves from the
21 Settlement Class so as not to be bound by the terms of the Settlement Agreement. Any
22 member of the Class who desires to be excluded from the Settlement Class, and
23 therefore not bound by the terms of the Settlement Agreement, must submit a timely
24 and valid written notice of intent to opt out pursuant to the instructions set forth in the
25 Class Notice.

26 11. **Claims Administrator.** The Court appoints Eisner Advisory Group, LLC
27 (“EAG”) as the Claims Administrator. Eisner Advisory Group, LLC shall be required
28 to perform all duties of the Claims Administrator as set forth in the Settlement

1 Agreement and this Order. The Claims Administrator shall post the Long Form Notice
2 on the Settlement Website.

3 12. **Objection and Opt-Out Deadline.** Settlement Class Members who
4 wish to object to the Settlement or to exclude themselves from the Settlement must do
5 so by the Objection Deadline and Opt-Out Deadline, which is [REDACTED], 2026
6 (60 days from the Notice Commencement Date). Any Settlement Class Member who
7 submits an Opt-Out and a Claim Form shall not be entitled to receive any monetary
8 payment, and his or her claim shall not be considered a Valid Claim and shall not be
9 entitled to object to the Settlement Agreement or appear at the Final Approval Hearing.
10 All Settlement Class Members who do not submit a timely, valid notice of intent to opt
11 out will be bound by the Settlement Agreement and the Judgment, including the release
12 of any claims pursuant to the Settlement Agreement.

13 13. **Exclusion from the Settlement Class.** Settlement Class members who
14 wish to opt out of and be excluded from the Settlement must timely submit a written
15 notice to the Claims Administrator of such intent by (a) mailing it with a postmark by
16 the Opt-Out Date to the designated Post Office box established by the Claims
17 Administrator or (b) emailing it to the Claims Administrator using the email address
18 provided on the Settlement Website no later than the Opt-Out Deadline, which is
19 [REDACTED], 2026 [60 days from the date of the Notice Commencement Date]. To
20 be effective, the written opt-out notice must include the following: (a) the requestor's
21 name, address and email address; (b) the requestor's individual signature; (c) the name
22 and number of this Litigation (e.g., "*IN RE: STIIZY INC., DATA BREACH SECURITY*
23 *LITIGATION, Case No. : -cv- -GW-SSC C.D. Cal.*"); and (4) a statement that
24 clearly manifests his or her wish to be excluded from the Settlement Class for purposes
25 of this Settlement. One person may not opt out someone else and so-called "class" or
26 "mass" opt-outs shall not be permitted or recognized. The Claims Administrator shall
27 periodically notify Class Counsel and Defendant's counsel of any notices of intention
28 to opt out.

1 14. All Settlement Class members who submit a timely, valid notice of intent
2 to opt out will be excluded from the Settlement Class and will not be bound by the terms
3 of the Settlement Agreement, shall not be bound by the release of any claims pursuant
4 to the Settlement Agreement or any judgment. All Settlement Class Members who do
5 not submit a timely, valid notice of intent to opt out will be bound by the Settlement
6 Agreement and the Judgment, including the release of any claims pursuant to the
7 Settlement Agreement.

8 15. **Objections to the Settlement.** Any objection to the Settlement must be in
9 writing. All written objections and supporting papers must be submitted to the Claims
10 Administrator by (a) mailing it with a postmark by the Objection Date to the designated
11 Post Office box established by the Claims Administrator or (b) emailing it to the Claims
12 Administrator using the email address provided on the Settlement Website and served
13 on the Claims Administrator on or before the Objection Deadline, which is
14 , 2025 [60 days from the Notice Commencement Date]. To be effective
15 all objections shall clearly state: (i) the objector’s full name and address; (ii) the case
16 name and number, *IN RE: STIIZY INC., DATA BREACH SECURITY LITIGATION*,
17 *Case No. : -cv- -GW-SSC C.D. Cal.* ; (iii) information identifying the objector
18 as a Class Member, including proof that the objector is a Class Member (e.g., copy of
19 the objector’s settlement notice, copy of original notice of the Data Security Incident,
20 or a statement explaining why the objector believes he or she is a Class Member); (iv)
21 a written statement of all grounds for the objection, accompanied by any legal support
22 for the objection the objector believes applicable; (v) the identity of any and all counsel
23 representing the objector in connection with the objection; (vi) a statement whether the
24 objector and/or his or her counsel will appear at the Final Fairness Hearing; and (vii)
25 the objector’s signature or the signature of the objector’s duly authorized attorney or
26 other duly authorized representative (if any) representing him or her in connection with
27 the objection. To be timely, written notice of an objection that substantially complies
28 with (i)–(vii) must be submitted to the Claims Administrator by either email or USPS

1 mail, to an address indicated on the Notice and Website, and received prior to the
 2 Objection Date.

3 16. Any Settlement Class Member who does not make a valid written
 4 objection as set forth by the Settlement shall be deemed to have waived any and all
 5 rights to appear separately and/or object to the Settlement Agreement, and shall be
 6 foreclosed from making any objection to the fairness or adequacy of or from seeking
 7 review by any means, including an appeal, of the Settlement or the Settlement
 8 Agreement terms.

9 17. **Submission of Claims.** To receive a Claim Payment, the Settlement Class
 10 Members must follow the directions in the Notice and file a claim with the Claims
 11 Administrator by the Claims Deadlines, which is [redacted], 2026 [75 days from the Notice
 12 Commencement Date]. Settlement Class Members who do not submit a valid claim will
 13 not receive a Claim Payment and will be bound by the Settlement.

14 18. **Schedule of Events.** The following events shall take place as indicated in
 15 the chart below:

EVENT	DATE
Last day for Defendant to provide Class Member Information to the Claims Administrator	Within 5 calendar days after the issuance of the Preliminary Approval Order
Settlement Funding (deadline to fund non-reversionary cash settlement)	\$750,000 within 30 calendar days of the issuance of the Preliminary Approval Order, \$1,100,000 by August 26, 2026, or 30 calendar days after the issuance of the Preliminary Approval Order, whichever is later; \$1,100,000 by September 30, 2026, or 30 calendar days after the issuance of the Preliminary Approval Order, whichever is later
Notice Date (the date the Claims Administrator must commence Class Notice)	Within 30 calendar days after the issuance of the Preliminary Approval Order

1 2 3	Motions for Attorneys' Fees, Reimbursement of Expenses, and Service Payments to be filed by Plaintiffs' Counsel	14 calendar days prior to the Objection / Exclusion Deadline
4 5	Objection Deadline (filing deadline for Objections)	60 calendar days after the Notice Date
6 7	Exclusion Deadline (deadline to submit Opt-Outs)	60 calendar days after the Notice Date
8 9	Claims Deadline (submission deadline for Claims)	75 calendar days after the Notice Date
10 11	Motion for Final Approval	14 calendar days prior to Final Approval Hearing
12	Final Approval Hearing	Any date that is at least 135 days after the issuance of the Preliminary Approval Order

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19. **Authority to Extend.** The Court may, for good cause, extend any of the deadlines set forth in this Preliminary Approval Order without further notice to the Settlement Class Members. The Final Approval Hearing may, from time to time and without further notice to the Settlement Class, be continued by order of the Court.

20. If, for any reason, the Settlement Notice Date does not or cannot commence at the time specified above, the Parties will confer in good faith and recommend a corresponding extension of the Claims Deadline and, if necessary, appropriate extensions to the Objection and Opt-Out deadlines, to the Court.

21. **Notice to appropriate federal and state officials.** The Claims Administrator shall, within ten (10) calendar days of the entry of this Preliminary Approval Order, prepare and provide the notices required by the Class Action Fairness Act of 2005, Pub. L. 109-2 (2005), including, but not limited to, the notices to the United States Department of Justice and to the Attorneys General of all states in which Settlement Class members reside, as specified in 28 U.S.C. § 1715. Class Counsel and counsel for Defendant shall cooperate in the drafting of such notices and shall provide the Claims Administrator with any and all information in their possession necessary for

1 the preparation of these notices.

2 22. **Final Approval Hearing.** The Court shall conduct a Final Approval
3 Hearing to determine final approval of the Agreement on [redacted] at [redacted] [am/pm]
4 [a date no earlier than 135 days after the Preliminary Approval Order]. At the Final
5 Approval Hearing, the Court shall address whether the proposed Settlement should be
6 finally approved as fair, reasonable and adequate, and whether the Final Approval Order
7 and Judgment should be entered; and whether Class Counsel's application for attorneys'
8 fees, costs, expenses and service award should be approved. Consideration of any
9 application for an award of attorneys' fees, costs, expenses and service award shall be
10 separate from consideration of whether or not the proposed Settlement should be
11 approved, and from each other. The Court will not decide the amount of any service
12 award or Class Counsel's attorneys' fees until the Final Approval Hearing. The Final
13 Approval Hearing may be adjourned or continued without further notice to the Class.

14 23. **In the Event of Non-Approval.** In the event that the proposed Settlement
15 is not approved by the Court, the Effective Date does not occur, or the Settlement
16 Agreement becomes null and void pursuant to its terms, this Order and all orders entered
17 in connection therewith shall become null and void, shall be of no further force and
18 effect, and shall not be used or referred to for any purposes whatsoever in this civil
19 action or in any other case or controversy before this or any other Court, administrative
20 agency, arbitration forum, or other tribunal; in such event the Settlement and all
21 negotiations and proceedings directly related thereto shall be deemed to be without
22 prejudice to the rights of any and all of the Parties, who shall be restored to their
23 respective positions as of the date and time immediately preceding the execution of the
24 Settlement.

25 24. **Stay of Proceedings.** With the exception of such proceedings as are
26 necessary to implement, effectuate, and grant final approval to the terms of the
27 Settlement Agreement, all proceedings are stayed in this Action and all Settlement Class
28 members are enjoined from commencing or continuing any action or proceeding in any

1 court or tribunal asserting any claims encompassed by the Settlement Agreement, unless
2 the Settlement Class member timely files a valid notice of intent to opt out as set forth
3 in the Settlement Agreement.

4 25. **No Admission of Liability.** By entering this Order, the Court does not
5 make any determination as to the merits of this case. Preliminary approval of the
6 Settlement Agreement is not a finding or admission of liability by Defendant.
7 Furthermore, the Settlement Agreement and any and all negotiations, documents, and
8 discussions associated with it will not be deemed or construed to be an admission or
9 evidence of any violation of any statute, law, rule, regulation, or principle of common
10 law or equity, or of any liability or wrongdoing by Defendant, or the truth of any of the
11 claims. Evidence relating to the Settlement Agreement will not be discoverable or used,
12 directly or indirectly, in any way, whether in this Action or in any other action or
13 proceeding before this or any other Court, administrative agency, arbitration forum, or
14 other tribunal, except for purposes of demonstrating, describing implementing, or
15 enforcing the terms and conditions of the Agreement, this Order, the Final Approval
16 Order, and the Judgment.

17 26. **Retention of jurisdiction.** The Court retains jurisdiction over this Action
18 to consider all further matters arising out of or connected with the Settlement Agreement
19 and the settlement described therein.

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21 IT IS SO ORDERED.

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23 Dated:

24 Hon. GEORGE H. WU
25 United State District Judge
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