



## AlaFile E-Notice

68-CV-2025-900681.00

Judge: DAVID J HOBODY

To: JONATHAN S. MANN  
jonm@pittmandutton.com

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# NOTICE OF ELECTRONIC FILING

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IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

JEVON WORRELL V. ROBBIE D. WOOD, INC.  
68-CV-2025-900681.00

The following matter was FILED on 3/30/2026 4:33:20 PM

**C001 WORRELL JEVON**

PLAINTIFFS' UNOPPOSED MOTION & MEMO IN SUPPORT OF PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEM

[Filer: MANN JONATHAN STEPHEN]

Notice Date: 3/30/2026 4:33:20 PM

KAREN DUNN BURKS  
CIRCUIT COURT CLERK  
JEFFERSON COUNTY, ALABAMA  
1851 2ND AVENUE NORTH  
SUITE 130  
BESSEMER, AL, 35020

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68-CV-2025-900681.00  
CIRCUIT COURT OF  
JEFFERSON COUNTY, ALABAMA  
KAREN DUNN BURKS, CLERK

**STATE OF ALABAMA**

Revised 3/5/08

Cas

Unified Judicial System

68-JEFFERSON

District Court  Circuit Court

CV2

**CIVIL MOTION COVER SHEET**

JEVON WORRELL V. ROBBIE D. WOOD, INC.

Name of Filing Party: C001 - WORRELL JEVON

Name, Address, and Telephone No. of Attorney or Party. If Not Represented.

JONATHAN S. MANN  
2001 PARK PLACE N., STE. 1100  
BIRMINGHAM, AL 35203  
Attorney Bar No.: MAN057

Oral Arguments Requested

**TYPE OF MOTION**

**Motions Requiring Fee**

**Motions Not Requiring Fee**

- Default Judgment (\$50.00)  
Joinder in Other Party's Dispositive Motion  
(i.e. Summary Judgment, Judgment on the Pleadings,  
or other Dispositive Motion not pursuant to Rule 12(b))  
(\$50.00)
- Judgment on the Pleadings (\$50.00)
- Motion to Dismiss, or in the Alternative  
Summary Judgment (\$50.00)
- Renewed Dispositive Motion (Summary  
Judgment, Judgment on the Pleadings, or other  
Dispositive Motion not pursuant to Rule 12(b)) (\$50.00)
- Summary Judgment pursuant to Rule 56 (\$50.00)
- Motion to Intervene (\$297.00)
- Other \_\_\_\_\_  
pursuant to Rule \_\_\_\_\_ (\$50.00)

- Add Party
- Amend
- Change of Venue/Transfer
- Compel
- Consolidation
- Continue
- Deposition
- Designate a Mediator
- Judgment as a Matter of Law (during Trial)
- Disburse Funds
- Extension of Time
- In Limine
- Joinder
- More Definite Statement
- Motion to Dismiss pursuant to Rule 12(b)
- New Trial
- Objection of Exemptions Claimed
- Pendente Lite
- Plaintiff's Motion to Dismiss
- Preliminary Injunction
- Protective Order
- Quash
- Release from Stay of Execution
- Sanctions
- Sever
- Special Practice in Alabama
- Stay
- Strike
- Supplement to Pending Motion
- Vacate or Modify
- Withdraw

\*Motion fees are enumerated in §12-19-71(a). Fees pursuant to Local Act are not included. Please contact the Clerk of the Court regarding applicable local fees.

Local Court Costs \$ 0 \_\_\_\_\_

Other PLAINTIFFS' UNOPPOSED MOTION & MEMO IN SUPPORT OF PRELIMINARY APPROVAL OF CLASS ACTION SETTLEM

pursuant to Rule N/A (Subject to Filing Fee)

Check here if you have filed or are filing contemporaneously with this motion an Affidavit of Substantial Hardship or if you are filing on behalf of an agency or department of the State, county, or municipal government. (Pursuant to §6-5-1 Code of Alabama (1975), governmental entities are exempt from prepayment of filing fees)

Date:  
3/30/2026 4:29:38 PM

Signature of Attorney or Party  
/s/ JONATHAN S. MANN

\*This Cover Sheet must be completed and submitted to the Clerk of Court upon the filing of any motion. Each motion should contain a separate Cover Sheet.  
\*\*Motions titled 'Motion to Dismiss' that are not pursuant to Rule 12(b) and are in fact Motions for Summary Judgments are subject to filing fee.



**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA  
BESSEMER DIVISION**

<b>JEVON WORRELL, individually and on</b>	)	
<b>behalf of all others similarly situated,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	<b>Case No.:</b> 68-CV-2025-900681.00
	)	
<b>ROBBIE D. WOOD, INC.,</b>	)	
	)	
<b>Defendant.</b>	)	
	)	
	)	

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**PLAINTIFF’S UNOPPOSED MOTION & MEMORANDUM IN SUPPORT OF  
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

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Plaintiff, individually and on behalf of the proposed Settlement Class of similarly situated individuals, respectfully submits this Unopposed Motion for Preliminary Approval of Class Action Settlement and Memorandum of Law in support thereof. As set forth below and in the proposed Preliminary Approval Order, Plaintiff respectfully requests that this Court enter an Order as follows:

- (1) Granting preliminary approval of the proposed Settlement Agreement;
- (2) conditionally certifying the Settlement Class;
- (3) appointing Brittany Resch of Strauss Borrelli PLLC and Jon Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C. as Class Counsel;
- (4) approving the proposed Notice Plan and directing that it be implemented;
- (5) appointing Plaintiff Jevon Worrell as Class Representative; and
- (6) appointing Atticus Administration, LLC as the Settlement Administrator.

This memorandum describes in detail the reasons why preliminary approval is in the best interest of the class and is consistent with Alabama Rule of Civil Procedure 23.

## INTRODUCTION

The Parties in this putative class action have reached a proposed settlement, attached hereto as **Exhibit 1** (“S.A.”). The Settlement provides for monetary and other relief to be paid by Defendant to eligible claimants of a Class that includes all individuals residing in the United States whose Personal Information was compromised in the Data Breach discovered by Robbie D. Wood in October 2024, including all those individuals who received notice of the breach. The monetary relief provides for reimbursements of Documented Losses of up to \$5,000, or Class Members may elect to receive an Alternative Cash Payment of \$65. The Settlement Agreement further requires Defendant to provide two years of one-bureau Credit Monitoring with at least \$1,000,000.00 in identity theft protection insurance through CyEx Medical Shield Complete. Lastly, the Settlement Agreement requires Defendant to implement a series of ongoing improvements to its data security systems. Plaintiff’s counsel strongly believe the Settlement provides significant relief to and is favorable for the Settlement Class.

### I. CASE SUMMARY

#### A. The Data Incident

Defendant is a company that specializes in hazardous waste and chemical product transportation, with locations in North Carolina, Alabama, and Texas. *See* Document 2, Class Action Complaint (“Compl.”) ¶ 12. As part of its business, Defendant collects, maintains, and stores Personal Information pertaining to thousands of current and former employees. *Id.* ¶ 19.

According to Defendant, on or about October 1, 2024, an unauthorized actor accessed certain files and data stored within Defendant’s network that contained the Personal Information,

including names, birth, Social Security number, driver's license number, financial account information, passport number, medical information, health insurance information, and/or account username and password of approximately 3,777 individuals. *Id.* ¶¶ 2-3. On February 11, 2025, Defendant began sending individual notice to Plaintiff and Class Members. *Id.* ¶ 5.

### **B. Procedural Posture and History of Negotiations**

On August 20, 2025, Plaintiff filed his class action complaint against Defendant in the Circuit Court of Jefferson County, Alabama asserting various causes of action, including negligence, negligence *per se*, breach of implied contract, and unjust enrichment, aiming to represent a nationwide class of impacted individuals. *See* Declaration in Support of Motion for Preliminary Approval (“Resch Decl.”), ¶ 3 (attached hereto as Exhibit 2). Recognizing the benefits and efficiencies of early resolution, the Parties began discussing a path to settlement. *Id.* ¶ 4. In connection with settlement discussions, Defendant provided Plaintiff with informal discovery responses revealing, among other things, the nature and cause of the Data Incident, the number and geographic location of individuals impacted by the Data Incident, and the specific type of information potentially accessed. *Id.* ¶ 7. Over the next several months, the Parties engaged in hard-fought and arm's-length negotiations. *Id.* ¶¶ 5-6. On February 10, 2026, the Parties filed a Joint Notice of Settlement and Request to Stay the case. *Id.* ¶ 8. The Court entered an Order granting the parties' Request to Stay all case deadlines to allow the parties to discuss the potential for early resolution. *Id.* Over the following months, the Parties continued diligently negotiating, drafting, and finalizing the Settlement Agreement, Notice forms, and came to an agreement on a claims process and administrator. *Id.* ¶ 9. The Settlement Agreement, as well as all of its exhibits, was finalized and executed on March 27, 2026. *Id.* ¶ 11.

As per the Settlement Agreement, the Parties agreed to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties to avoid the costs, expenses, and burdens associated with further litigation. *Id.* ¶ 12. It is the opinion of proposed Class Counsel, based on their experience and investigation, that the Settlement Agreement provides significant relief to, and presents a favorable result for, the Settlement Class. *Id.* ¶¶ 21-30.

### **SUMMARY OF SETTLEMENT**

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

The Settlement Class is defined as: “All individuals residing in the United States whose Personal Information was compromised in the Data Breach discovered by Robbie D. Wood in October 2024, including all those individuals who received notice of the breach.” Settlement Agreement (“S.A.”) ¶ 32. The Settlement Class specifically excludes: (i) Defendant (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) any judges assigned to this case and their staff and family. *Id.*

#### **B. Settlement Class Member Benefits**

The Settlement negotiated on behalf of the Settlement Class provides for substantial relief in multiple forms. *Id.* § II. First, Defendant will provide direct monetary relief to Class Members in the form of reimbursement of either (a) Documented Losses up to \$5,000.00, or, in the alternative, (b) an Alternative Cash Payment of \$65. *Id.* ¶¶ 39(b)-(c). Second, Defendant will provide all Settlement Class Members who submit a valid claim with two years of Credit Monitoring Services through CyEx Medical Shield Complete and, at least, \$1,000,000.00 of identity theft protection insurance. *Id.* ¶ 39(a). And finally, Defendant has and will provide

equitable relief in the form of information security enhancements designed to better protect the private information of all Class Members. *Id.* ¶ 40.

1. Monetary Relief

a. Compensation for Documented Losses: Compensation for extraordinary losses for up to \$5,000.00 per person, if: (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) the loss from fraud or identity theft was more likely than not caused by the Data Breach; (iii) the loss from fraud or identity theft was incurred after the date of the Data Breach; (iv) the loss from fraud or identity theft is not already covered by one or more of the other reimbursement categories; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. *Id.* ¶ 39(b).

b. Alternative Cash Payment: As an alternative to Claims for Documented Losses, Class Members may elect to receive a one-time cash payment of sixty-five dollars (\$65.00). *Id.* ¶ 39(c). Individuals who elect an Alternative Cash Payment are still eligible for Credit Monitoring. *Id.*

2. Credit Monitoring and Identity Theft Protection Insurance

Settlement Class members may make a claim for Credit Monitoring for two years with one bureau through CyEx Medical Shield Complete, including at least \$1,000,000.00 in identity theft protection insurance. *Id.* ¶ 39(a).

3. Business Practice Changes & Confirmatory Discovery

Defendant will provide a confidential affidavit to Settlement Class Counsel describing its information security improvements since the Data Breach and estimating the annual cost of those improvements. The cost of such enhancements have been or will be paid by Defendant separate and apart from all other settlement benefits. *Id.* ¶ 40.

4. Service Awards

The Settlement Agreement calls for a reasonable Service Award to Plaintiff in the amount of \$3,000, to be paid by Defendant separate from the Settlement Class Benefits. *Id.* ¶ 64. The Service Award was negotiated only after an agreement was reached on the benefits to be made available to the Settlement Class. Resch Decl. ¶ 10. The Service Award seeks to compensate Plaintiff for his efforts on behalf of the Settlement Class, including maintaining contact with counsel, assisting in the investigation of the case, reviewing the complaints, remaining available for consultation throughout settlement negotiations, reviewing the Settlement Agreement, and answering counsel's many questions. *Id.* ¶ 18.

5. Attorneys' Fees and Costs

The Settlement Agreement calls for an award of attorneys' fees and cost of up to \$125,000.00, to be paid by Defendant separate from the Settlement Class Benefits. S.A. ¶ 66. Counsel for Plaintiff negotiated their fees and costs only after agreement was reached on the benefits to be made available to the Settlement Class. Resch Decl. ¶ 10. The requested fees and costs represent a very modest percentage of the value of the negotiated benefit to the Settlement Class and is meant to compensate Counsel for the risk incurred and work expended in achieving the Settlement for the Settlement Class. *Id.* ¶17.

Class Counsel will submit an Application for Attorneys' Fees, Costs, and Service Awards together with their Motion for Final Approval, and prior to Settlement Class Members' deadline to exclude themselves from, or object to, the Settlement Agreement. S.A. ¶¶ 56, 64, 65.

**C. The Notice and Claims Process**

*1. The Settlement Administrator*

After reviewing bids from multiple providers, the Parties agreed to use Atticus Administration LLC ("Atticus") as the Settlement Administrator in this case. Resch Decl. ¶ 19. Atticus is highly experienced in implementing notice programs that satisfy the requirements of due process and claims administration plans that are user-friendly, streamlined, and provide Settlement Class members, Class Counsel, and the Court with the necessary support. *Id.*

*2. Notice*

*i. Individual Notice by Mail and Email*

Direct Notice is to be implemented within 30 days following the entry of the Preliminary Approval Order. S.A. ¶ 47. The current and agreed upon Notice Plan requires Notice to be provided by sending the Postcard Notice directly to the Settlement Class via U.S. mail. *Id.* ¶ 48. If any Postcard Notices are returned by the Postal Service as undeliverable, the Settlement Administrator shall use reasonable efforts to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified. *Id.*

*ii. Settlement Website, Toll-Free Help Line, and P.O. Box*

The Settlement Administrator will also establish a dedicated Settlement Website no later than the day before Notice is first initiated and will maintain and update the website until at least sixty (60) days after all Settlement Payments have been distributed. *Id.* ¶ 49. The Settlement Website will contain relevant documents, including, but not limited to, the Long Form Notice, the

Claim Form, this Agreement, Plaintiff's motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff's motion for Attorneys' Fees, Costs, and Service Awards, and the operative complaint in the Action. *Id.* Settlement Class Members will be able to submit Claim Forms through the Settlement Website. *Id.* The Settlement Administrator will also make a toll-free telephone line available to provide Settlement Class Members with additional information about the Settlement and an email address and mailing address through which Class Members may contact the Settlement Administrator directly. *Id.*

3. *The Claims Process*

The Claims Period runs from the start of the Notice Program to 90 days after the Notice Deadline, in which time Class Members can submit their Claim Form to the Settlement Administrator by mail or online. *Id.* ¶¶ 4-5. The Claim Form is written in plain language and is designed to be simple, straightforward, and easy to understand. *Id.* Ex. C. Claims will be subject to review for completeness and plausibility by the Settlement Administrator. *Id.* ¶ 42. If the Settlement Administrator determines that a timely claim is deficient, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. *Id.* ¶ 42(g). If the Settlement Administrator subsequently determines that the Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Settlement Class Member within ten (10) days of that determination. *Id.*

4. *Opt-Out and Objection Procedures*

Any Settlement Class member who wishes to opt-out of the Settlement will have until 60 days after the Notice Deadline to opt-out of the Settlement Class. *Id.* ¶ 51. Opt-out requests must be a signed writing that includes the name of the proceeding, the individual's full name, current

address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement. *Id.* ¶ 51(a).

Similarly, Class Members will have until 60 days after the Notice Deadline to object to the Settlement by filing written objections with the Court. *Id.* ¶ 52. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member’s full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a list of all other lawsuits (if any) in which the objector and/or his or her attorney has submitted an objection to a class action settlement within the last three (3) years; and, (vii) the signature of the Settlement Class Member or the Settlement Class Member’s attorney. *Id.* ¶ 52(a).

### **MEMORANDUM OF LAW**

As Plaintiff establishes herein, the proposed Settlement should be preliminarily approved as it meets all the requirements for certification of a Settlement Class under Rule 23(b)(2) and (3) of the Alabama Rules of Civil Procedure; the proposed Notice Plan satisfies the requirements of Alabama Rule 23(c)(2); and the Settlement is fair, reasonable, and adequate.

#### **A. The Proposed Settlement Class Meets the Requirements of Rule 23 and Should be Preliminarily Certified.**

For settlement purposes only, the Parties have agreed the Court should make preliminary findings and enter an order granting provisional certification of the Settlement Class, and appointing Plaintiff and his counsel to represent the Class. “The validity of use of a temporary settlement class is not usually questioned.” Conte & Newberg, *4 Newberg on Class Actions*, §11.25

(4th Ed. 2002). The *Manual for Complex Litigation* (“Manual”) explains the benefits of settlement classes:

Settlement classes – cases certified as class actions solely for settlement – can provide significant benefits to class members and enable the defendants to achieve final resolution of multiple suits. Settlement classes also permit defendants to settle while preserving the right to contest the propriety and scope of the class allegations if the settlement is not approved[.] . . . An early settlement produces certainty for the plaintiffs and defendants and greatly reduces litigation expenses.

*Manual* § 21.612. Prior to granting preliminary approval of a class action settlement, a court should determine that the proposed settlement class is a proper class for settlement purposes. *Id.* § 21.632; *Amchem Prods. Inc. v. Windsor*, 521 U.S. 591, 620 (1997). A class may be certified under Rule 23 if the following four prerequisites of Rule 23(a) are satisfied—(1) numerosity, (2) commonality, (3) typicality, and (4) adequacy of representation—as well as at least one of the three subdivisions of Rule 23(b). Here, the Settlement Class satisfies all the requirements of Rule 23(a) and (b)(3) and should be conditionally certified.

1. *The Proposed Settlement Class Meets the Requirements of Rule 23(a)*

i. *The Proposed Class Is Sufficiently Numerous*

Numerosity is met where “the class is numerous that joinder of all members is impracticable.” Ala. R. Civ. P. 23(a)(1); *Cheminova Am. Corp. v. Corker*, 779 So. 2d 1175, 1179 (Ala. 2000). “The numerosity requirement imposes no absolute minimum number,” and “[t]he court can accept commonsense assumptions in order to support a finding of numerosity.” *Cheminova*, 779 So. 2d at 1179. Where it is “clear that the class numbers in the thousands and the defendant does not “actively contest the numerosity requirement,” numerosity is satisfied. *Id.*; *CVS Caremark Corp. v. Lauriello*, 175 So. 3d 596, 601 (Ala. 2014).

Here, the Parties have identified approximately 3,777 people in the putative Class. This Settlement Class is sufficiently numerous such that joinder would be impracticable, given the

number of individuals included and that absent a class action, few members of the Settlement Class could afford to bring an individual lawsuit over the relatively small claim amounts at issue. Thus, numerosity is satisfied. *Cheminova*, 779 So. 2d at 1179.

*ii. Commonality*

Commonality, the second requirement for class certification under Rule 23(a), is met where there are “questions of law or fact common to the class.” Ala. R. Civ. P. 23(a)(2). The commonality requirement can be summarized as follows:

Rule 23(a)(2) requires that there are questions of law or fact common to the class. Yet not every question of law or fact must be common to every member of the class. The requirement is met if the questions linking the class members are substantially related to the resolution of the litigation even though the individuals are not identically situated. Identical questions are not necessary and factual discrepancies are not fatal to certification.

*Coleman v. Cannon Oil Co.*, 141 F.R.D. 516, 521 (M.D. Ala. 1992) (internal citations omitted). “Commonality may exist where the party opposing the class has engaged in a course of conduct that affects all class members and gives rise to a plaintiff’s claim.” *Dujanovic v. Mortgage Am., Inc.*, 185 F.R.D. 660, 667 (N.D. Ala. 1999); *see also Braxton v. Farmer’s Ins. Group*, 209 F.R.D. 654, 658 (N.D. Ala. 2002).

Other class actions where class members’ claims focused on a similar course of conduct by the defendant have been found to have common legal and factual issues. *See, e.g., Family Medicine Pharmacy, LLC v. Trxade Group, LLC*, No. 15-0590-KD-B, 2016 WL 6573981 (S.D. Ala. Nov. 4, 2016); *Cotter v. Checkers Drive-In Restaurants, Inc.*, 2021 U.S. Dist. LEXIS 160592, at \*17, 2021 WL 3773414 (M.D. Fla. 2021); *In re Citrix Data Breach Litig.*, No. 19-61350-CIV-ALTMAN/Hunt, 2021 U.S. Dist. LEXIS 112272, at \*5, 2021 WL 2410651 (S.D. Fla. 2021). Similarly, here, the commonality requirement of Rule 23(a) is readily satisfied. In this case, the Settlement Class Members and Plaintiff are joined by the common questions of law and fact that

arise from the same event—the Data Incident on Defendant’s network, and the potential compromise of Settlement Class Members’ Personal Information. Specifically, Plaintiff has numerous questions of fact and law common to the Settlement Class including:

- a. if Defendant had a duty to use reasonable care in safeguarding Plaintiff’s and the Class’s Private Information;
- b. if Defendant failed to implement and maintain reasonable security procedures and practices appropriate to the nature and scope of the information compromised in the Data Breach;
- c. if Defendant were negligent in maintaining, protecting, and securing Private Information;
- d. if Defendant breached contract promises to safeguard Plaintiff and the Class’s Private Information;
- e. if Defendant took reasonable measures to determine the extent of the Data Breach after discovering it;
- f. if Defendant’s Breach Notice was reasonable;
- g. if the Data Breach caused Plaintiff and the Class injuries;
- h. what the proper damages measure is; and
- i. if Plaintiff and the Class are entitled to damages, treble damages, and or injunctive relief.

*See* Compl. ¶ 103.

These common issues all center on Defendant’s conduct, satisfying the commonality requirement. *See, e.g., In re Countrywide Fin. Corp. Customer Data Sec. Breach Litig.*, No. 3:08-MD-01998, 2009 WL 5184352, at \*3 (W.D. Ky. Dec. 22, 2009) (“All class members had their

private information stored in Countrywide’s databases at the time of the data breach”); *In re Heartland Payment Sys., Inc. Customer Data Sec. Breach Litig.*, 851 F. Supp. 2d 1040, 1059 (S.D. Tex. 2012); (“Answering the factual and legal questions about Heartland’s conduct will assist in reaching classwide resolution.”).

*iii. Typicality*

The third element of maintaining a class action is that the claims of the class representatives are typical of the claim of each member of the class. Ala. R. Civ. P. 23(a)(3). To meet Rule 23(a)’s typicality requirement the plaintiff’s must “have the same essential characteristics as the class at large.” *Cheminova*, 779 So. 2d at 1180 (citing *Coleman*, 141 F.R.D. at 527). However, the “class members’ claims need not be identical to satisfy the typicality requirement; rather, there need only exist ‘a sufficient nexus between the legal claims of the named class representatives and those of individual class members.’” *Manno v. Healthcare Revenue Recovery Group, LLC*, 289 F.R.D. 674, 686 (S.D. Fla. 2013); *see also Wright v. Circuit City Stores, Inc.*, 201 F.R.D. 526, 543 (N.D. Ala. 2001) (citations omitted) (“[P]articular factual differences, differences in the amount of damages claimed or even the availability of certain defenses against a class representative may not render his or her claims atypical.”).

Here, Plaintiff’s claims are typical to that of the other putative Class Members. All Class Members entrusted Defendant with their Personal Information, had that Personal Information accessed by third parties in the Data Breach, and lost time and/or incurred out-of-pocket losses as a result. Resch Decl. ¶ 13. Consequently, Plaintiff’s claims satisfy the typicality requirement of Rule 23(a)(3).

*iv. Adequacy of Representation*

Plaintiff must also establish he can “fairly and adequately protect the interests of the class.” Ala. R. Civ. P. 23(a)(4). This requirement is satisfied where “the named Plaintiffs have [no]

interests antagonistic to those of the rest of the class” and “Plaintiffs’ counsel are qualified, experienced and generally able to conduct the proposed litigation.” *Cheminova*, 779 So. 2d at 1181 (citing *Appleyard v. Wallace*, 754 F.2d 955, 958 (11th Cir. 1985)).

Courts have readily found that a proposed class representative was adequate where the same actions of defendant resulted in common law claims of the named plaintiffs and members of the class. *See e.g.*, *Family Medicine Pharmacy*, 2016 WL 6573981; *Cotter*, 2021 U.S. Dist. LEXIS 160592, at \*18; *In re Citrix Data Breach Litig.*, 2021 U.S. Dist. LEXIS 112272, at \*5-6. Here, Plaintiff’s interests are entirely representative of and consistent with the interests of the proposed Settlement Class—all have allegedly had their Personal Information accessed without authorization, and Plaintiff’s pursuit of this Action has demonstrated that he has been, and will remain, a zealous advocate for the Settlement Class. Resch Decl. ¶¶ 13, 14, 18. Thus, Plaintiff has the same interests as the Settlement Class, with the primary interest of obtaining relief from Defendant for claimed common law violations related to the Data Breach.

Similarly, proposed Class Counsel have regularly engaged in major complex litigation and have extensive experience in consumer class actions, including data privacy class actions like this matter. *Id.* ¶¶ 21, 31-35, Ex. 2. Accordingly, Class Counsel will adequately represent the Settlement Class, satisfying Rule 23(a)(4).

## 2. Predominance and Superiority

Plaintiff must also show the proposed Settlement Class meets one of the requirements of Rule 23(b). Plaintiff seeks certification of the proposed Settlement Class pursuant to Rule 23(b)(3), which requires that common questions of law or fact predominate over individual questions, and that a class action is superior to other available methods of adjudication. Ala. R. Civ. P. 23(b)(2) and (3); *Cheminova*, 779 So. 2d at 1181.

Here, as other courts have found when looking at similar cases brought under Alabama common and state law, the common issues identified above outweigh any individualized issues in the litigation. *See e.g., Family Medicine Pharmacy*, 2016 WL 6573981; *Cotter*, 2021 U.S. Dist. LEXIS 160592, at \*18; *In re Citrix Data Breach Litig.*, 2021 U.S. Dist. LEXIS 112272, at \*5-6; *Wyeth, Inc. v. Blue Cross & Blue Shield of Alabama*, 42 So. 3d 1216, 1221-22 (Ala. 2010). *Nat'l Sec. Fire & Cas. Co. v. DeWitt*, 85 So. 3d 355, 370, 2011 Ala. LEXIS 196, at \*37, 2011 WL 5607802 (Ala. 2011). Here, all the proposed Class Members had their Personal Information potentially accessed without authorization. The duties owed by Defendant are common across the entire Settlement Class, and whether Defendant breached those duties is a common question across all Class Members. Accordingly, there are no individualized issues that may predominate.

Further, a class action is superior to class members bringing individual actions because otherwise, many members of the Settlement Class would remain unaware of their legal claims against Defendant, and most would find the cost of litigating their claims to be prohibitive. Resch Decl. ¶ 22. It is thus unlikely that individuals would invest the time and expense necessary to seek relief through individual litigation. In addition, as stated by the United States Supreme Court, a class action is the superior method of resolving large scale claims if it will “achieve economies of time, effort, and expense, and promote . . . uniformity of decision as to persons similarly situated, without sacrificing procedural fairness or bringing about other undesirable results.” *Amchem*, 521 U.S. at 615. Here, because all Class Members’ claims involve the same course of conduct by Defendant and are subject to resolution based on the determination of the same common legal and factual issues, it would also be most efficient for their claims to be adjudicated on a class basis. Nor is there any concern regarding the “difficulties in managing a class action” since “[t]he proposed settlement negates any potential problems for managing a class action.” *Family Medicine*

*Pharmacy*, 2016 WL 6573981, at \*7 (citing *Amchem*, 521 U.S. at 620) (“Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems.”).

Because the proposed Settlement Class satisfies all of the requirements under Rule 23(a) and (b)(3), Plaintiff respectfully requests the Court grant preliminary class certification of the Settlement Class.

**D. The Proposed Notice Plan Satisfies Rule 23(c)(2) and (e).**

Under Rule 23(c)(2), where, as here, a class is certified pursuant to Rule 23(b)(3), the Court is directed to provide “the best notice that is practicable under the circumstances” to Class Members who “can be identified through reasonable effort” advising as follows:

(A) the court will exclude the member from the class if the member so requests by a specified date; (B) the judgment, whether favorable or not, will include all members who do not request exclusion; and (C) any member who does not request exclusion may, if the member desires, enter an appearance through counsel.

Ala. R. Civ. P. 23(c)(2). This Rule expressly states that United States mail is one of the possible options for this notice. *Id.*

Rule 23(e) further specifies, “notice of [any] proposed dismissal or compromise shall be given to all members of the class in such manner as the court directs.” Ala. R. Civ. P. 23(e). In accordance with Rule 23(c)(2) and 23(e), the Parties request that this Court appoint Atticus Administration LLC as the Settlement Administrator and direct that Notice be provided to Class Members in accordance with the Settlement Agreement’s Notice Plan, which includes direct notice mailed to each Settlement Class Member. *See* S.A. ¶ 31, § IV.

The proposed Notices in this case satisfy the requirements of Rule 23(c)(2) and 23(e). As set forth in detail, *supra*, the Settlement contemplates a multi-part Notice Plan designed to reach as many potential Class Members as possible. First, as noted above, direct Notice of the Settlement

will be sent via U.S. Mail to all Class Members for whom an address is provided by Defendant. S.A. ¶¶ 47-48. In addition, to the extent any Class Members do not receive direct Notice, the Settlement also provides that the Claims Administrator will establish a Settlement Website and update the Settlement Website throughout the Claims Period, with the forms of Summary Notice, Long Notice, and Claim Form, as well as the Settlement Agreement and other important documents and information for the Action. *Id.* ¶ 49. The proposed Summary Notice, Long Notice, and Claim Form are attached as Exhibits A, B, and C to the Settlement Agreement. These Notices all provide Class Members information including a description of the Settlement Class; a description of the proposed Settlement; the procedures and deadlines for filing objections or seeking exclusion from the Settlement; the consequences of opting out or remaining in the Settlement Class; that Class Counsel will apply for an award of Attorneys' Fees and Costs and Service Awards for Class Representatives and what they are expected to be; and how to obtain additional information about the Action. S.A. Exs. A–C.

The Notice Plan is adequate and satisfies Rule 23(c)(2) and (e), and should be approved by the Court. Accordingly, Plaintiff requests that pursuant to Rule 23(c)(2) and 23(e), the Court directs Notice to be provided in the manner set forth in the proposed Notice Plan.

**E. The Proposed Settlement Is Fair, Reasonable, and Adequate.**

In addition to evaluating whether a proposed settlement class meets the requirements for class certification, any settlement agreement purporting to resolve a class action must also obtain “approval of the court.” Ala. R. Civ. P. 23(e). At the preliminary approval stage, the “Court must first ‘make a preliminary evaluation of the fairness of the settlement before directing that notice be given to the settlement class.’” *Family Med. Pharm., LLC v. Trxade Grp., Inc.*, No. 15-0590-KD-B, 2016 U.S. Dist. LEXIS 153272 at \*19 (S.D. Ala. Nov. 4, 2016) (citing *Smith v. William*

*Wrigley Jr. Co.*, 2010 U.S. Dist. LEXIS 67832 (S.D. Fla. 2010)). Critically, preliminary approval should be “granted unless a proposed settlement is obviously deficient.” *Id.* In determining whether a settlement should be preliminarily approved, courts evaluate whether the settlement is “fair, reasonable, and adequate.” *See Faught v. Am. Home Shield Corp.*, 668 F.3d 1233, 1240 (11th Cir. 2011) (citing *Holmes v. Cont’l Can Co.*, 706 F.2d 1144, 1147 (11th Cir. 1983)). The factors used to determine whether a settlement is “fair, reasonable, and adequate” are as follows:

(1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point on or below the range of possible recovery at which the settlement is fair, adequate, and reasonable; (4) the complexity, expense, and duration of the litigation; (5) the substance and amount of opposition to the settlement; (6) the stage of the proceedings at which the settlement was achieved; and (7) the financial ability of the defendant to withstand a greater judgment.

*Adams v. Robertson*, 676 So. 2d 1265, 1273 (Ala. 1995). Even a preliminary application of these factors to this Settlement demonstrates the proposed Settlement is fair, reasonable, and adequate here.

As to the first factor, while Plaintiff believes he has a very good likelihood of prevailing on his claims, he is also aware that Defendant has denied his material allegations and will likely assert several legal defenses, any of which, if successful, would result in the Plaintiff and the proposed Settlement Class receiving no payment whatsoever. Resch Decl. ¶¶ 21, 25. Accordingly, there is significant risk that either Plaintiff’s individual claims will not survive, or else that Plaintiff will ultimately be unsuccessful in certifying a class of individuals who would be entitled to any award following trial. *Id.*

With respect to factors two and three, the proposed Agreement is fair, reasonable, and adequate and is in the best interest of Class Members because, upon submission of a valid Claim Form and approval of the claim, Class Members will each be provided a Settlement Payment that will compensate them in amounts tailored to reflect whether the Class Member has suffered

monetary damages, such as those that might be awarded at trial if Plaintiff succeeds. This is especially the case in light of the defenses that have been raised, and likely would have been raised, by Defendant, and the possibility that the Class Members would receive no benefit whatsoever in the absence of this Settlement. Accordingly, the proposed Settlement, which allows for each Class Member to submit a claim for Settlement Benefits, is fair, reasonable, and adequate, warranting Court approval.

With respect to factor four, in the absence of settlement, it is certain that the expense, duration, and complexity of the protracted litigation that would result would be substantial. *Id.* ¶¶ 22, 25, 26. The Parties would have to undergo significant motion practice, discovery, and contested motion practice before any trial on the merits could even be contemplated. Such motion practice would likely include a motion to dismiss, motions for summary judgment on Plaintiff's individual claims, as well as briefing on any motion for class certification. Further, given the complexity of the issues and the amount in controversy, the defeated Party would likely appeal any decision on the merits (at summary judgment and/or trial), as well as any decision on class certification. The Parties would each be required to retain experts. As such, the immediate and considerable relief provided to the Class under the Settlement Agreement weighs heavily in favor of its approval compared to the inherent risk and delay of continued litigation, trial, and appeal.

Addressing factor five, given the strength of this Settlement and the significant amount of Settlement Benefits made available for Class Members to claim, Plaintiff expects little or no opposition to the Settlement by the Settlement Class. While it is difficult to ascertain the reaction of the Settlement Class to the Settlement prior to notice being disseminated, Plaintiff himself has approved of the Settlement and believes that it is a fair and reasonable settlement in light of the

defenses raised by Defendant and the potential risks involved with continued litigation. Resch Decl. ¶ 21.

With respect to the sixth factor, while this case is still early on procedurally, this Settlement was reached after informal discovery was exchanged and weeks of hard-fought negotiations. *Id.* ¶¶ 1-11. In addition, the Agreement was negotiated at arm's length between counsel who are experienced in all aspects of class action litigation. *Id.* ¶ 5.

Finally, as to the seventh factor, Defendant's ability to pay if Plaintiff were to succeed at trial is not guaranteed. With several thousand people in the Settlement Class, even a small award to each by a jury could result in a verdict against Defendant amounting to millions of dollars. *Id.* ¶ 25.

In conclusion, the Settlement is fair, reasonable, and adequate considering, among other things (1) the relief available to Plaintiff and Class Members; (2) the attendant risks and uncertainty of litigation, as well as the difficulties and delays inherent in litigation; and (3) the desirability of resolving the case promptly to provide effective relief to Plaintiff and the Settlement Class.

## **I. CONCLUSION**

For the foregoing reasons, and on terms set forth more fully in the proposed Preliminary Approval Order, Plaintiff respectfully requests that this Court issue an order as follows:

- (1) Granting preliminary approval of the proposed Settlement Agreement;
- (2) conditionally certifying the Settlement Class;
- (3) appointing Brittany Resch of Strauss Borrelli PLLC and Jon Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C. as Class Counsel;
- (4) approving the proposed Notice Plan and directing that it be implemented;
- (5) appointing Plaintiff Jevon Worrell as Class Representative;

- (6) appointing Atticus Administration, LLC as the Settlement Administrator; and
- (7) granting such further relief as the Court deems reasonable and just.

The Parties propose the following schedule leading to the hearing on Final Approval of the Settlement:

<u>Event</u>	<u>Deadline</u>
<b>Notice Deadline (Postcard Notice Sent and Website Notice Established)</b>	30 days after Preliminary Approval Order
<b>Deadline to file Plaintiff's Motion for Final Approval of the Settlement, inclusive of Class Counsel's Application for Attorney Fees, Costs, and Service Awards</b>	At least fifteen (15) days before the Objection and Opt-Out Deadlines
<b>Opt-Out Deadline</b>	60 days after the Notice Deadline
<b>Objection Deadline</b>	60 days after the Notice Deadline
<b>Claim Deadline</b>	90 days after the Notice Deadline
<b>File Supplemental Declaration on Claims, Objections, and Opt-Outs</b>	7 days before the Final Approval Hearing
<b>Final Approval Hearing</b>	[no less than 120 days after entry of Preliminary Approval Order]

Dated: March 30, 2026

Respectfully submitted,

/s/ Jon Mann

Jonathan S. Mann (MAN057)

Austin B. Whitten (WHI165)

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Email: bresch@straussborrelli.com

*Proposed Class Counsel*

**CERTIFICATE OF SERVICE**

I hereby certify that on March 30, 2026, I electronically filed the foregoing with the Clerk of Court using the AlaFile system, which will send notification of such filing to all counsel of record.

*/s/ Jon Mann*

\_\_\_\_\_  
Of Counsel



## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Jevon Worrell (“Plaintiff”), individually and on behalf of the Participating Settlement Class Members (as defined in Paragraph 22), and Robbie D. Wood, Inc. (“Defendant” or “Robbie D. Wood”) (collectively the “Parties”) in the action *Jevon Worrell v. Robbie D. Wood, Inc.*, Case No. 68-CV-2025-900681.00, filed on August 20, 2025 in the Circuit Court of Jefferson County, Alabama (the “Action”).

### **RECITALS**

WHEREAS, on or around October 1, 2024, a cyber-attack occurred on Defendant’s system that resulted in a data breach of certain data on its network, of which Defendant notified affected individuals on or about February 11, 2025, and which is the subject of the allegations and claims in the Action (the “Data Breach”);

WHEREAS, on August 20, 2025, Plaintiff filed a Class Action Complaint against Defendant in the Circuit Court of Jefferson County, Alabama, alleging that the Data Breach exposed the personally identifiable information and protected health information of Robbie D. Wood’s current and former employees (“Personal Information”);

WHEREAS, after extensive and arm’s length negotiations, the Parties successfully reached an agreement on the principal terms of a settlement, subject to final mutual agreement on all the necessary documentation;

WHEREAS, Defendant denies the allegations and causes of action pled in the Action and otherwise denies any liability to Plaintiff in any way;

WHEREAS, this Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or fact alleged by Plaintiff in this Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Released Parties or admission of the validity or lack thereof of any claim, allegation, or defense asserted in this Action or any other action.

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

#### **I. DEFINITIONS**

In addition to terms defined elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

1. “Action” means the class action lawsuit captioned *Jevon Worrell v. Robbie D. Wood, Inc.*, Case No. 68-CV-2025-900681.00, pending in the Circuit Court of Jefferson County, Alabama before the Honorable David J. Hobdy.
2. “Approved Claim” means the timely submission of a Claim Form by a Participating Settlement Member that has been approved by the Settlement Administrator subject to the Claims Review Process.
3. “Claim Form” means the form(s) Participating Settlement Class Members must submit to be eligible for Credit Monitoring Services, Documented Losses, or the Alternative Cash Payment under the terms of the Settlement, which form is attached hereto as **Exhibit C**, or form(s) approved by the Court substantially similar to **Exhibit C**. Settlement Class Members shall swear and affirm under the laws of the United States and under penalty of perjury that the information supplied in the Claim Form and any documents submitted with the Claim Form are true and correct to the best of his or her knowledge or recollection.
4. “Claims Deadline” means the date by which all Claim Forms must be postmarked (if mailed) to the Settlement Administrator or submitted (if filed electronically) to the Settlement Website to be considered timely and shall be set as a date ninety (90) days after the Notice Deadline. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notices and the Claim Form.
5. “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms, which will end ninety (90) days after the Notice Deadline.
6. “Claims Review Process” means the process for reviewing and determining whether claims are valid as set forth in Paragraph 42.
7. “Court” means the Circuit Court of the Tenth Judicial Circuit in Jefferson County, Alabama.
8. “Credit Monitoring Services” means the credit monitoring services described in Paragraph 39, which include two (2) years of one-bureau credit monitoring and \$1 million in identity theft insurance.
9. “Defendant’s Counsel” means Christopher G. Dean and Emily M. Honet of McDonald Hopkins LLC.
10. “Documented Losses” means monetary losses up to \$5,000.00 that meet the following conditions: (A) (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) the loss from fraud or identity theft was more likely than not caused by the Data Breach; (iii) the loss from fraud or identity theft was incurred after the date of the Data Breach; (iv) the loss from fraud or identity theft is not already covered by one or more of the other reimbursement categories; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance; and/or (B) professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that

were incurred on or after mailing of the notice of the Data Breach, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

11. “Effective Date” means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment; (ii) if there is an appeal or appeals or reconsideration sought, the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review; or (iii) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order and Judgment, and the Final Approval Order and Judgment is no longer subject to judicial review. Notwithstanding the above, any order modifying or reversing any Fee Award and Costs or Service Award to a Class Representative shall not affect the “Effective Date” or any other aspect of the Final Approval Order and Judgment.

12. “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Settlement Class Counsel in satisfaction of any request or claim for payment of attorneys’ fees, costs, and litigation expenses in connection with this Action, but which in no event shall exceed the total sum of \$125,000.00.

13. “Final Approval Order” means an order substantially in the form attached hereto as **Exhibit E** that the Court enters, which directs that Judgment be entered accordingly, finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the Alabama Rules of Civil Procedure and is consistent with all material provisions of this Agreement.

14. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement and enter the Final Approval Order approving the Settlement Agreement, approving the Fee Award and Expenses, and approving Service Award to the Settlement Class Representative.

15. “Litigation Costs and Expenses” means costs and expenses incurred by Settlement Class Counsel and their law practices in connection with commencing, prosecuting, and settling the Action.

16. “Notice” means direct notice of the proposed class action Settlement to be provided to Settlement Class Members, substantially in the forms attached hereto as **Exhibit A** (“Postcard Notice”) and **Exhibit B** (“Long Form Notice”). Subject to Court approval, notice shall be provided to the Settlement Class as follows: (a) by mailing Postcard Notice to each Settlement Class member for whom Defendant or the Settlement Administrator can ascertain a mailing address with reasonable effort; and (b) by posting the Long Form Notice on the Settlement Website to be established by the Settlement Administrator.

17. “Notice Deadline” means the last day by which Notice must be issued to the Settlement Class Members and will occur no later than thirty (30) days after entry of the Preliminary Approval Order.

18. “Notice and Administrative Expenses” means the fees and expenses incurred and charged by the Settlement Administrator for the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing for undeliverable notices, processing claims, determining the eligibility of a person to be a Settlement Class Member, and administering, calculating and distributing payments to Settlement Class Members who submit valid Claim Forms. Notice and Administrative Expenses also includes all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

19. “Objection Deadline” is the last day on which a Settlement Class Member may file an objection to the Settlement or the application for a Fee Award and Costs pursuant to Paragraph 52, which will be sixty (60) days after the Notice Deadline.

20. “Opt Out” means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion pursuant to Paragraph 51, (ii) who does not rescind that Request for Exclusion prior to the Opt-Out Deadline, and (iii) as to whom there is not a successful challenge to the Request for Exclusion.

21. “Opt-Out Deadline” is the last day on which a Settlement Class Member may submit a Request for Exclusion, which will be sixty (60) days after the Notice Deadline.

22. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline, as set forth in Paragraph 51.

23. “Personal Information” means information that identifies an individual or in combination with other information can be used to identify, locate, or contact an individual, including but not limited to names and Social Security numbers. The term “Personal Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

24. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under the Alabama Rules of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of resolving this Action. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit D**.

25. “Released Claims” means any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that are based on, arise out of, or in any way relate to the Data Breach or any of the facts alleged or claims asserted in the Action, regardless of whether such

claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or any of other source of law.

26. “Released Parties” means Defendant and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, owners, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant’s and these entities’ respective predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns. Each of the Released Parties may be referred to individually as a “Released Party.”

27. “Releasing Parties” and a “Releasing Party” shall refer, jointly and severally, and individually and collectively, to the Settlement Class Representative and Participating Settlement Class Members, any person claiming or receiving a benefit under this Settlement, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

28. “Request for Exclusion” means a writing by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice and as described below in Paragraph 51.

29. “Service Award” means compensation awarded by the Court and paid to the Settlement Class Representative in recognition of his role in this Action, which shall not exceed \$3,000.00, as set forth in Paragraph 64.

30. “Settlement” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

31. “Settlement Administrator” means Atticus Administration LLC, subject to Court approval, an entity jointly selected and supervised by Settlement Class Counsel, Defendant and Defendant’s Counsel, to administer the settlement.

32. “Settlement Class” means “All individuals residing in the United States whose Personal Information was compromised in the Data Breach discovered by Robbie D. Wood in October 2024, including all those individuals who received notice of the breach.” Excluded from the Settlement Class are (i) Defendant (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) any judges assigned to this case and their staff and family. Defendant represents that the Class contains approximately 3,777 individuals.

33. “Settlement Class Counsel” means Brittany Resch of Strauss Borrelli PLLC and Jon Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C..

34. “Settlement Class List” means the list of the full names, current addresses, email addresses (if reasonably available), and last known phone numbers for Settlement Class Members, where known and/or as reflected in Defendant’s records, which Defendant shall provide to the Settlement Administrator within fifteen (15) days of entry of the Preliminary Approval Order.

35. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class.

36. “Settlement Class Representative” means Plaintiff Jevon Worrell.

37. “Settlement Payment” or “Settlement Check” mean the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Participating Settlement Class Member pursuant to the claims process set forth in Paragraph 43.

38. “Settlement Website” means the website the Settlement Administrator will establish and use to provide Settlement Class Members with information about the Settlement and relevant case documents and deadlines, as set forth in Paragraph 49. Settlement Class Members shall be able to submit Claim Forms online via the Settlement Website.

## **II. SETTLEMENT BENEFITS AND REIMBURSEMENT**

39. Subject to the terms of this Settlement Agreement, Defendant shall make all of the following benefits available to Settlement Class Members who do not timely and validly opt out of participation in this Settlement. Defendant will pay all Approved Claims for Credit Monitoring, Documented Losses, or Alternative Cash Payments, as described below. Settlement Class Members who submit a valid and timely Claim Form may receive Credit Monitoring Services and either reimbursement for Documented Losses or an Alternative Cash Payment, as described below.

- a. **Credit Monitoring Services.** Settlement Class Members shall be offered an opportunity to enroll in two years of one-bureau credit monitoring through CyEx Medical Shield Complete, which includes \$1,000,000.00 in identity theft insurance as set forth in Paragraph 8;
- b. **Documented Losses** of up to a total of \$5,000.00 per person with supporting third-party documentation provided that (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) the loss from fraud or identity theft was more likely than not caused by the Data Breach; (iii) the loss from fraud or identity theft was incurred after the date of the Data Breach; (iv) the loss from fraud or identity theft is not already covered by one or more of the other reimbursement categories; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. This includes professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of the Data Breach, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges;
- c. **An Alternative Cash Payment** of \$65.00 in lieu of claims for Documented Losses. In other words, if a Settlement Class Member claims the Alternative Cash Payment, they cannot also receive compensation for Documented Losses. To receive this benefit, Settlement Class Members must submit a valid Claim Form, but no

documentation is required to make a claim. Settlement Class Members may submit a claim for the Alternative Cash Payment and Credit Monitoring.

40. **Business Practice Commitments.** Defendant will provide a confidential affidavit to Settlement Class Counsel describing its information security improvements since the Data Breach and estimating the annual cost of those improvements. The cost of such enhancements have been or will be paid by Defendant separate and apart from all other settlement benefits.

### **III. CLAIMS PROCESS AND PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS**

41. **Submission of Electronic and Hard Copy Claims.** Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) Days after the Effective Date or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel.

42. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent a claim for Credit Monitoring Services, Documented Losses, or Alternative Cash Payment is valid.

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.
- b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.
- c. The Settlement Administrator will verify that the claimant has provided all third-party documentation or information needed to complete the Claim Form.
- d. The Settlement Administrator will determine to what extent documentation for Documented Losses reflects losses actually and reasonably incurred and that were more likely than not caused by the Data Breach, considering (i) the timing of the alleged loss and whether it occurred on or after October 1, 2024; (ii) whether the alleged loss for the specific Participating Settlement Class Member, involved the types of information for that individual that may have been affected in the Data Breach; (iii) the explanation of the Settlement Class Member as to why the alleged loss was caused by the Data Breach; and (iv) other factors the Settlement Administrator reasonably finds to be relevant.
- e. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

- f. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- g. To the extent the Settlement Administrator determines that a timely claim for Credit Monitoring Services, Documented Losses, or Alternative Cash Payment by a Settlement Class Member is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class Member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.
- h. If a Participating Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Settlement Class Member may request an appeal in writing, including any supporting documents. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.

**43. Payment.**

- a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Credit Monitoring Services, Documented Losses, and Alternative Cash Payments and also provide funding instructions to Defendant. Within forty-five (45) days of receiving this accounting, Defendant or its representative shall transmit the funds needed to pay Approved Claims for Credit Monitoring Services, Documented Losses, and Alternative Cash Payments in accordance with the terms of this Agreement. The Settlement Administrator shall then disburse payments to the Settlement Class Members in accordance with their respective Approved Claims.
- b. Payments issued by the Settlement Administrator for Approved Claims for Documented Losses or Alternative Cash Payments shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described in Paragraph 43(a).

- c. All Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

44. **Timing.** Settlement Payments made by check shall bear the legend that they expire if not negotiated within ninety (90) days of their issue date.

45. **Returned Checks.** For any Settlement Payments made by check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall, within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable, send an e-mail and/or make a telephone call to the Participating Settlement Class Member, if such contact information is known, to obtain updated address information. Any replacement checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of issuance and thereafter will automatically be canceled and deemed void if not cashed by the Participating Settlement Class Members within that time.

46. **Voided Checks.** In the event a Settlement Payment made by check becomes void, the Participating Settlement Class Member to whom that check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Participating Settlement Class Member. No later than one hundred and twenty (120) days after the issuance of the last Settlement Payment made by check, the Settlement Administrator shall take all steps necessary to stop payment on any such checks that remain uncashed.

#### **IV. SETTLEMENT CLASS NOTICE**

47. **Timing of Notice.** Within fifteen (15) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Postcard Notice to Settlement Class Members for whom it has a valid mailing address. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

48. **Form of Notice.** Notice shall be disseminated via postcard through First Class U.S. mail to Settlement Class Members on the Settlement Class List. Notice shall also be provided on the Settlement Website. The Notice mailed to Settlement Class Members will consist of a Postcard Notice in a form substantially similar to that attached hereto as **Exhibit A**. The Settlement Administrator will also establish the Settlement Website where Settlement Class Members can access and review the Long Form Notice in a form substantially similar to that attached hereto as **Exhibit B** and submit claim forms electronically. The Settlement Administrator shall have discretion to format the Postcard Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed, Settlement Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement

Agreement and any orders of the Court. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (e.g., skip trace) to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such Court approval. The Claims Period for the settlement shall be ninety (90) days from the Notice Deadline.

49. **Settlement Website.** The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The URL of the Settlement Website shall be agreed upon by Settlement Class Counsel and Defendant’s Counsel. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiff’s motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff’s motion for a Fee Award and Costs and Service Award, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Settlement Class Members shall be able to submit Claim Forms online via the Settlement Website or mailed to the Settlement Administrator. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

50. **Cost of Notice and Administration.** Defendant will pay for the Notice and Administrative Expenses, which will be paid separately from costs associated with providing the Settlements benefits in Paragraph 39.

## V. **OPT OUTS AND OBJECTIONS**

51. **Opt Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt out” of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The Notice also must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

- a. The Request for Exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement.
- b. No person shall purport to exercise any exclusion rights of any other person, or purport to (a) opt out Settlement Class Members as a group, in the aggregate, or as a class; or (b) opt out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Participating Settlement Class Member and be bound by this Settlement Agreement, including the release contained herein,

and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.

- c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt Outs.
- d. All persons who opt out shall not receive any benefits or be bound by the terms of this Agreement and shall have no right to object to the Settlement or to participate at the Final Approval Hearing. All Participating Settlement Class Members who do not request to be excluded from the Settlement Class in the manner set forth herein shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any judgment entered thereon, regardless of whether he or she files a Claim Form or receives any monetary benefits from the Settlement.

52. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or request for a Fee Award and Costs by filing written objections with the Court no later than the Objection Deadline. The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator postmarked no later than the Objection Deadline.

- a. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a list of all other lawsuits (if any) in which you and/or your attorney has submitted an objection to a class action settlement within the last three (3) years; and, (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.
- b. Any Settlement Class Member who does not file a timely and adequate objection in accordance with this paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Agreement shall be through the provisions of this paragraph.
- c. Within seven (7) days after the Objection Deadline, the Settlement Administrator shall provide the Parties with all objections submitted.

## **VI. DUTIES OF THE SETTLEMENT ADMINISTRATOR**

53. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;

- b. Causing the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and orders of the Court;
- c. Performing National Change of Address searches on the Settlement Class List and/or skip tracing on undeliverable notices;
- d. Providing Notice to Settlement Class Members via U.S. mail and/or email;
- e. Establishing and maintaining the Settlement Website;
- f. Establishing and maintaining a toll-free telephone line with interactive voice response for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries in a timely fashion;
- g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;
- h. Reviewing, determining the validity of, and processing all claims submitted consistent with the terms of this Agreement;
- i. Receiving and reviewing Requests for Exclusion and objections from Settlement Class Members. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendant's Counsel;
- j. Working with CyEx to receive and send activation codes to Settlement Class Members who submitted valid claims for Credit Monitoring Services after the Effective Date;
- k. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- l. Providing weekly or other periodic reports to Settlement Class Counsel and Defendant's Counsel that include information regarding claims, objections, Opt Outs and other data agreed to between Settlement Class Counsel, Defendant's Counsel and the Settlement Administrator;
- m. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- n. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator.

## VII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

54. **Certification of the Settlement Class.** For purposes of this Settlement only, and in the context of this Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Excluded from the Settlement Class are (i) Defendant, its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) any judges assigned to this case and their staff and family. The Parties further stipulate to designate the Plaintiff as representative for the Settlement Class. Should: (1) the Settlement not receive final approval from the Court, (2) the Effective Date not occur, or (3) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendant reserves the right to contest class certification for all other purposes.

55. **Preliminary Approval.** Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Settlement Class Counsel shall provide Defendant's Counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure it is approved by Defendant. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit D**.

56. **Final Approval.** At least 15 days prior to the Objection and Opt-Out Deadlines, Settlement Class Counsel shall file Plaintiff's Motion for Final Approval of the Settlement, inclusive of Class Counsel's Application for Attorney Fees, Costs, and Service Awards. At least 7 days prior to the Final Approval Hearing, Settlement Class Counsel shall file with the Court a supplemental declaration from the Settlement Administrator with updated claims, exclusion requests, and objection information. At the Final Approval Hearing, Settlement Class Counsel shall seek entry of the Final Approval Order and request that judgment be issued, substantially in the form set forth in **Exhibit E**. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than one hundred twenty (120) days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Defendant's counsel with a draft of the Motion for Final Approval of the Settlement, inclusive of Class Counsel's Application for Attorney Fees, Costs, and Service Awards within a reasonable time frame prior to filing same to ensure that it is approved by Defendant.

57. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute between the Parties arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator consents to the jurisdiction of the Court for this purpose and any dispute between or among the Settlement Administrator, Plaintiff, and/or Defendant.

## VIII. MODIFICATION AND TERMINATION

58. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members or Defendant under this Agreement.

59. **Termination.** Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): (a) within fourteen (14) days of the Court's refusal to grant preliminary approval of the Settlement in any material respect; (b) the Court's refusal to enter the Final Approval Order in any material respect, or (c) the date the Final Approval Order is modified or reversed in any material respect by any appellate or other court.

60. **Effect of Termination.** In the event of a termination as provided in Paragraph 59, this Agreement shall be considered null and void, all of the Parties' obligations under the Agreement shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated.

## IX. RELEASES

61. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims.

62. **Unknown Claims.** The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides 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.

Upon the Effective Date, each Releasing Party shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims or relation of the Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this paragraph. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

63. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representative and other Participating Settlement Class Members shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

**X. SERVICE AWARD**

64. **Service Award.** At least fifteen (15) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion seeking a Service Award for the Settlement Class Representative in recognition for his contributions to this Action. Defendant takes no position on Settlement Class Counsel's request for a service award not to exceed Three Thousand Dollars and Zero Cents (\$3,000.00). Defendant shall pay the Court-approved Service Award to an account established by Settlement Class Counsel within fourteen (14) days after the Effective Date. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the Service Award. Defendant's obligations with respect to the Court-approved Service Award shall be fully satisfied upon transmission of the funds into the account established by Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of Service Award. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Service Award. This amount was negotiated after the primary terms of the settlement were negotiated.

65. **No Effect on Agreement.** The finality or effectiveness of the Settlement, including the Final Approval Order and Judgement, shall not depend on the amount or timing of a Service Award approved and awarded by the Court or any appeal thereof. The amount and timing of a

Service Award is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Award shall constitute grounds for termination of this Agreement.

## **XI. ATTORNEYS' FEES, COSTS, EXPENSES**

66. **Attorneys' Fees and Costs and Expenses.** At least fifteen (15) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion for a Fee Award and Costs, to be paid by Defendant, in an amount not to exceed One Hundred Twenty-Five Thousand Dollars (\$125,000.00). Defendant takes no position on Settlement Class Counsel's request for a Fee Award and Costs not to exceed One Hundred Twenty-Five Thousand Dollars (\$125,000.00). Defendant shall pay the Court-approved Fee Award and Costs to an account established by Settlement Class Counsel within fourteen (14) days after the Effective Date. Settlement Class Counsel will ensure payment instructions are provided through secure processes. The Fee Award and Costs will be allocated by Settlement Class Counsel. Defendant's obligations with respect to the Fee Award and Costs shall be fully satisfied upon transmission of the funds into the account established by Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of Fee Award and Costs. Nor shall Defendant be responsible for any tax obligations or payments associated with the Fee Award and Costs. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Fee Award and Costs. The amount of the Fee Award and Costs was negotiated after the primary terms of the Settlement were negotiated.

67. **No Effect on Agreement.** The finality or effectiveness of the Parties' Settlement shall not depend on the amount or timing of any Fee Award and Costs approved and awarded by the Court or any appeal thereof. The amount and timing of the Fee Award and Costs are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount or timing of the Fee Award and Costs shall constitute grounds for termination of this Agreement.

## **XII. NO ADMISSION OF LIABILITY**

68. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or that could have been made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

69. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiff or any Settlement Class Member, including any Settlement Class Member who opts out of the Settlement; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by the Released Parties in the Action, or any Settlement Class Member who

opts out of the Settlement, or in any proceeding in any court, administrative agency or other tribunal.

### **XIII. MISCELLANEOUS**

70. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

71. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications, and understandings among the Parties, including counsel for the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and consistent with any orders of the Court in this proceeding, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

72. **Resolution.** The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Parties each agree that the Settlement and this Agreement were negotiated in good faith and at arm's-length and reflects a Settlement reached voluntarily after consultation with legal counsel of their choice.

73. **Other Litigation.** Plaintiff and Settlement Class Counsel will not cooperate with or encourage any action or filing of claims against Defendant or any Released Parties with respect to any Released Claims or otherwise related to any of the allegations or claims alleged in the Action.

74. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.

75. **Singular and Plurals.** As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates and reasonably dictates.

76. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

77. **Construction.** For the purpose of construing or interpreting this Agreement, this Agreement is to be deemed to have been drafted equally by all Parties and shall not be construed strictly for or against any Party.

78. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to effectuate the Settlement described in this Agreement.

79. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement between the Parties, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

80. **No Conflict Intended.** Any inconsistency between the headings used in this Agreement and the text of the Paragraphs of this Agreement shall be resolved in favor of the text.

81. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Alabama, without regard to choice of law principles.

82. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

83. **Notices.** All notices to Settlement Class Counsel and counsel for Defendant provided for herein, shall be sent by U.S. Mail and/or email to:

Brittany Resch  
**STRAUSS BORRELLI PLLC**  
 980 N Michigan Ave, Suite 1610  
 Chicago, IL 60611  
 Telephone: 872-263-1100  
 bresch@straussborrelli.com

All notices to Defendant provided for herein, shall be sent by email to:

Christopher G. Dean  
**MCDONALD HOPKINS LLC**  
 600 Superior Avenue East, Suite 2100  
 Cleveland, OH 44114  
 Telephone: 216-348-5400  
 cdean@mcdonaldhopkins.com

The notice recipients and addresses designated above may be changed by written notice to the other Party.

84. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and authorized to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

**[SIGNATURE PAGE TO FOLLOW]**

**SIGNATURES**

**Jevon Worrell**

By:                     J. Worrell                    

Date:           03 / 20 / 2026          

**Robbie D. Wood, Inc.**

By:                     [Signature]                    

Date:           3 / 26 / 2026          

**Approved as to form by:**

*Counsel for Plaintiff and the Settlement Class*

By:                     Brittany Resch                      
Brittany Resch

Date:           03 / 20 / 2026          

*Counsel for Defendant*

By:                     [Signature]                      
Christopher G. Dean

Date:           03/27/2026

**— EXHIBIT A —**

Robbie D. Wood Data Breach Settlement  
c/o Atticus Administration  
PO Box 64053  
St. Paul, MN 55164

**NOTICE OF PROPOSED CLASS  
ACTION SETTLEMENT**

If you were sent a notice of a Data Breach from Robbie D. Wood, Inc. (“Robbie D. Wood”) notifying you that your personal information may have been impacted as a result of a cybersecurity incident that Robbie D. Wood experienced in October 2024 (the “Data Breach”), you are eligible to participate in a proposed class action settlement as a Settlement Class Member.

**[www.\[INSERT WEBSITE\].com](http://www.[INSERT WEBSITE].com)**

<<Barcode>>

Claimant ID: <<claimant ID>>

<<FirstName>> <<LastName>>

<<Address>>

<<Address2>>

<<City>>, <<ST>> <<Zip>>.<<zip4>>

**WHY AM I RECEIVING THIS NOTICE?** You are receiving this Notice because the records of Robbie D. Wood show that your personal information may have been impacted as a result of a cybersecurity incident that Robbie D. Wood experienced in October 2024 (the “Data Breach”).

**WHO IS A SETTLEMENT CLASS MEMBER?** You are a Settlement Class Member if Robbie D. Wood sent you a notice of the Data Breach.

**WHAT ARE THE BENEFITS?** The Settlement provides the following benefits: a) **Credit Monitoring:** Credit monitoring services for two (2) years through one credit bureau, provided through CyEx Medical Shield Complete, including identity theft insurance coverage of at least \$1,000,000; b) **Documented Losses:** Reimbursement for documented losses up to \$5,000 for expenses related to Data Breach such as unreimbursed losses relating to fraud or identity theft; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of data breach, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. You can also claim Credit Monitoring; or c) **Alternative Cash Payment:** A claim for a single \$65.00 cash payment in the alternative to Claims for Documented Losses. You can also claim Credit Monitoring.

**WHAT ARE MY OTHER RIGHTS?**

**Do Nothing:** If you do nothing, you remain in the Settlement. You give up your rights to sue but you will not get any money; you must submit a claim to get money.

**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 money from the Settlement. You must exclude yourself by **[INSERT DATE]**.

**Object:** You can stay in the Settlement, but tell the Court why you think the Settlement should not be approved. Objections must be submitted by **[INSERT DATE]**. Detailed instructions on how to file a claim, get additional credit monitoring, exclude yourself, or object are on the Settlement Website at **[INSERT WEBSITE]**.

The Court will hold the Final Approval Hearing at **[INSERT]** to consider whether the proposed Settlement is fair, reasonable, and adequate; to consider Settlement Class Counsel’s request for a Fee Award and Costs of \$125,000.00, and the Class Representative’s request for a Service Award of \$3,000.00; and to consider whether and if the Settlement should be approved. You may attend the hearing, but you don’t have to.

This is only a summary. For additional information, including a copy of the Settlement Agreement, Long Form Notice, Claim Form, Settlement Class Counsel’s application for a Fee Award and Costs, and other documents, visit **[INSERT WEBSITE]** or call **[INSERT PHONE #]**.



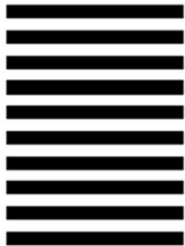
NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES

**BUSINESS REPLY MAIL**

FIRST-CLASS MAIL PERMIT NO.161 SAINT PAUL, MN

POSTAGE WILL BE PAID BY ADDRESSEE

ATTICUS ADMINISTRATION  
PO BOX 64053  
SAINT PAUL MN 55164-9811



<<BARCODE>>

## CLAIM FORM

Claims must be postmarked or filed online at [www.\[INSERT WEBSITE\].com](http://www.[INSERT WEBSITE].com) no later than **[INSERT DATE]**.

NAME: <<first and last name>>

ADDRESS: <<address1, city, state, zip>>

### Monetary Compensation

1. **Credit Monitoring:** Would you like to receive credit monitoring services for two (2) years through one credit bureau, provided through CyEx Medical Shield Complete, including identity theft insurance coverage of at least \$1,000,000? \_\_\_ Yes \_\_\_ No

2. **Documented Losses:** All Settlement Class Members may submit a claim for reimbursement of documented losses up to \$5,000 for expenses related to Data Breach such as unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of data breach, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. You can also claim Credit Monitoring. Documentation is required if you are seeking reimbursement for Documented Losses and must be submitted with your online Claim Form or emailed to [\[INSERT EMAIL\]@atticusadmin.com](mailto:[INSERT EMAIL]@atticusadmin.com).

3. **Alternative Cash Payment:** Would you like to receive a cash payment of \$65.00 in the alternative to Claims for Documented Losses? You can also claim Credit Monitoring. \_\_\_ Yes \_\_\_ No

I swear and 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 \_\_\_/\_\_\_/\_\_\_\_\_

**— EXHIBIT B —**

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*Jevon Worrell v. Robbie D. Wood, Inc.*

Case No. 68-CV-2025-900681.00

Circuit Court for the Tenth Judicial Circuit in and for Jefferson County, Alabama

IF YOUR PERSONAL INFORMATION WAS COMPROMISED IN THE OCTOBER 2024 DATA BREACH INVOLVING ROBBIE D. WOOD, INC., A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS AND ENTITLE YOU TO BENEFITS.

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

*You are not being sued.*

***Please read this Notice carefully and completely.***

- A Settlement has been reached with Robbie D. Wood, Inc. (“Robbie D. Wood” or “Defendant”) in a class action lawsuit. This case is about the targeted cyberattack on Robbie D. Wood’s computer systems that occurred in October 2024 (the “Data Breach”). Certain files that contained personal information were accessed. These files may have contained personal information such as names, dates of birth, driver’s license numbers, financial account information, medical information, and Social Security numbers.
- The lawsuit is called *Jevon Worrell v. Robbie D. Wood, Inc.*, Case No. 68-CV-2025-900681.00. It is pending in the Circuit Court for the Tenth Judicial Circuit in and for Jefferson County, Alabama (the “Action”).
- Robbie D. Wood denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Robbie D. Wood’s records indicate that you are a Settlement Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from Robbie D. Wood.
- Your rights are affected whether you act or don’t act. Please read this Notice carefully and completely.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>SUBMIT A CLAIM</b>	<p>The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at <a href="http://www.[SettlementWebsite].com">www.[SettlementWebsite].com</a>. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p>	<b>[REDACTED], 2026</b>
<b>OPT OUT OF THE SETTLEMENT</b>	You can choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	<b>[REDACTED], 2026</b>
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	<b>[REDACTED], 2026</b>
<b>DO NOTHING</b>	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	<b>No Deadline</b>

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

**WHAT THIS NOTICE CONTAINS**

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**BASIC INFORMATION**

**1. Why was this Notice issued?**

The Circuit Court of Jefferson County, Alabama authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Jevon Worrell v. Robbie D. Wood, Inc.*, Case No. 68-CV-2025-900681.00. It is pending in the Tenth Judicial Circuit in and for Jefferson County, Alabama. The person who filed this lawsuit is called the “Plaintiff” (or “Class Representative”) and the company they sued, Robbie D. Wood, Inc., is called the “Defendant.”

**2. What is this lawsuit about?**

This lawsuit alleges that during the October 2024 targeted cyberattack on Robbie D. Wood’s computer systems, certain files that contained personal information were accessed. These files may have contained personal information such as names, dates of birth, driver’s license numbers, financial account information, medical information, and Social Security numbers.

**3. What is a class action?**

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representative is Jevon Worrell.

**4. Why is there a Settlement?**

The Court did not decide whether the Plaintiff or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. The Plaintiff and his attorney think the Settlement is best for all Settlement Class Members.

## WHO IS IN THE SETTLEMENT?

### 5. Who is included in the Settlement?

The court has defined the Class this way: “All individuals residing in the United States whose Personal Information was compromised in the Data Breach discovered by Robbie D. Wood in October 2024, including all those individuals who received notice of the breach.”

### 6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are (i) Defendant (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) any judges assigned to this case and their staff and family.

If you are not sure whether you are a Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Robbie D. Wood Data Breach Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

## THE SETTLEMENT BENEFITS

### 7. What does the Settlement provide?

Robbie D. Wood has agreed to pay for a number of different benefits. Class Members may claim benefits from any or all applicable categories—Credit Monitoring and Documented Losses—or, instead of any other benefit option, may claim an Alternative Cash Payment. The benefits are explained in more detail below.

**CREDIT MONITORING.** All Class Members are eligible to enroll in two years of CyEx Medical Shield Complete. This comprehensive service comes with \$1 million of identity theft insurance, and includes monitoring for:

- fraud or identity theft

- unauthorized financial transactions
- personal information associated with high-risk transactions

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

**COMPENSATION FOR DOCUMENTED LOSSES.** If you incurred actual, documented out-of-pocket losses due to the Data Breach, you can get back up to \$5,000.00. The losses must have occurred between October 1, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit that were incurred on or after February 11, 2025
- cost to replace your IDs
- postage to contact banks by mail
- accountant fees and other out-of-pocket expenses related to tax-issues

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were more likely than not caused by the Data Breach.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

**ALTERNATIVE CASH PAYMENT.** Instead of reimbursement for Documented Losses, you may claim a one-time cash payment of **\$65.00**. If you choose this option, you may not claim Documented Losses. You may also claim Credit Monitoring. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Robbie D. Wood Data Breach Settlement  
c/o Settlement Administrator  
[PO Box Number]

Santa Ana, CA 92799-9958

## 8. What claims am I releasing if I stay in the Class?

If you stay in the class, you won't be able to be part of any other lawsuit against Robbie D. Wood regarding the Data Breach. The "Releases" section of the Settlement Agreement (Section IX) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

### SUBMITTING A CLAIM FORM FOR A SETTLEMENT PAYMENT

## 9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

Robbie D. Wood Data Breach Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, by email [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com), or by U.S. mail at the address above.

## 10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than [Claims Deadline].

## 11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on [FA Hearing Date] (*see Question 18*). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

## THE LAWYERS REPRESENTING YOU

### 12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Brittany Resch of Strauss Borrelli PLLC and Jon Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C. to represent you and other Class Members (“Class Counsel”).

### 13. Should I get my own lawyer?

You will not be charged for Class Counsel’s services. If you want your own lawyer, you may hire one at your expense.

### 14. How will Class Counsel be paid?

Class Counsel will ask the court to approve \$125,000.00 as reasonable attorney’s fees and costs of litigation. This amount will be paid by Robbie D. Wood separate and apart from the Settlement Benefits to Class Members. Class Counsel will also ask for a Service Award payment of \$3,000.00 to the Class Representative. The Service Award payment will also be paid by Robbie D. Wood separate and apart from the Settlement Benefits to Class Members.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion, and is sometimes also called “opting out.” If you opt out, you will not receive Settlement benefits or payment. However, you will keep any rights you may have to sue Robbie D. Wood on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

The deadline to exclude yourself from the Settlement is [Opt-Out Deadline].

To be valid, your Request for Exclusion must have the following information:

- 1) the name of the Litigation, *Jevon Worrell v. Robbie D. Wood, Inc.*, Case No. 68-CV-2025-900681.00;
- 2) your full name and current mailing address;
- 3) personal signature; and
- 4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

Robbie D. Wood Data Breach Settlement  
ATTN: Exclusion Request

[PO Box Number]

Santa Ana, CA 92799-9958

Your Request for Exclusion must be submitted or postmarked by [Opt-Out Deadline].

### COMMENTING ON OR OBJECTING TO THE SETTLEMENT

#### 16. How do I tell the Court if I like or do not like the Settlement?

If you are a Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (*see Question 15*).

You must provide the following information for the Court to consider your objection:

- 1) the name of the Litigation: *Jevon Worrell v. Robbie D. Wood, Inc.*, Case No. 68-CV-2025-900681.00, pending in the Circuit Court of Jefferson County, Alabama;
- 2) your full name and current mailing address;
- 3) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection;
- 4) the identity of any attorneys representing the objector;
- 5) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing;
- 6) a list of all other lawsuits (if any) in which you and/or your attorney has submitted an objection to a class action settlement within the last three (3) years;
- 7) your signature (or, if you have hired your own lawyer, your lawyer's signature).

For your objection to be valid, it must meet each of these requirements. To be considered by the Court, you must file your objection with the Clerk of Court by [OBJECTION DATE]. You must also send a copy of the objection to the Settlement Administrator by [OBJECTION DATE].

Clerk of the Court	Settlement Administrator
Clerk of the Court Bessemer Judicial Building 1851 Second Ave. N. Bessemer, AL 35020	Robbie D. Wood Data Breach Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

#### 17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the

Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

## THE COURT'S FINAL APPROVAL HEARING

### 18. When is the Court's Final Approval Hearing?

The Court will hold a final approval hearing on [FA Hearing Date] at [Hearing Time] Central Time, in Room [Court Room] of the District Court of Jefferson County, Alabama, at [Court Address].

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how much Class Counsel should be paid, and whether to award Service Award payment to the Class Representative. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (*see Question 16*).

The date and time and location of this hearing may change without further notice. Please check www.[SettlementWebsite].com for updates.

### 19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

## IF I DO NOTHING

### 20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

## GETTING MORE INFORMATION

### 21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, www.[SettlementWebsite].com.

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: 1-XXX-XXX-XXXX

- By mail: Robbie D. Wood Data Breach Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, Bessemer Judicial Building, 1851 Second Ave. N., Bessemer, AL 35020.

**DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT**

**— EXHIBIT C —**

***Jevon Worrell v. Robbie D. Wood, Inc.***

Case No. 68-CV-2025-900681.00

Circuit Court for the Tenth Judicial Circuit in and for Jefferson County, Alabama

**DATA BREACH SETTLEMENT CLAIM FORM****GENERAL INSTRUCTIONS**

**Who is eligible to file a claim?** The court has defined the Class this way: “All individuals residing in the United States whose Personal Information was compromised in the Data Breach discovered by Robbie D. Wood in October 2024, including all those individuals who received notice of the breach.”

**Excluded from the Settlement Class** are: (i) Defendant (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) any judges assigned to this case and their staff and family.

**COMPLETE THIS CLAIM FORM IF YOU ARE A CLASS MEMBER AND WISH TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT BENEFITS**

**AVAILABLE BENEFITS**

Robbie D. Wood has agreed to pay for a number of different benefits. Class Members may claim Credit Monitoring and Documented Losses or, instead of Documented Losses, an Alternative Cash Payment. The benefits are explained in more detail below.

**CREDIT MONITORING.** All Class Members are eligible to enroll in two years of CyEx Medical Shield Complete. This comprehensive service comes with \$1 million of identity theft insurance, and includes monitoring for:

- fraud or identity theft;
- unauthorized financial transactions; and
- personal information associated with high-risk transactions.

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

**CASH PAYMENT OPTIONS**

**Compensation for Documented Losses.** If you incurred actual, documented out-of-pocket losses due to the Data Breach, you can get back up to \$5,000.00. The losses must have occurred between October 1, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud;
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit that were incurred on or after mailing of the notification of the Data Breach;
- cost to replace your IDs;
- postage to contact banks by mail; and
- accountant fees and other out-of-pocket expenses related to tax-issues.

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers

**Your claim must be submitted online or postmarked by:**  
**[DEADLINE]**

*Jevon Worrell v. Robbie D. Wood, Inc.*  
 Case No. 68-CV-2025-900681.00  
 Circuit Court for the Tenth Judicial Circuit in and for Jefferson  
 County, Alabama

**Your claim must be submitted online or postmarked by:**  
**[DEADLINE]**

## CLAIM FORM

alone are not enough to make a valid claim. Your proof or notes should show that your expenses were more likely than not caused by the Data Breach.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

**Alternative Cash Payment.** Instead of compensation for Documented Losses, you may claim a one-time cash payment of \$65.00. If you choose this option, you may not claim Documented Losses. You may also claim Credit Monitoring. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Robbie D. Wood Data Breach Settlement c/o Settlement Administrator  
 [PO Box Number]  
 Santa Ana, CA 92799-9958

**THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT**  
**www.[SettlementWebsite].com**

You may also print out and complete this Claim Form and submit it by U.S. mail.

**You must submit your Claim Form online or by mail no later than [Claims Deadline].**

**QUESTIONS? VISIT WWW. [SettlementWebsite].COM OR CALL TOLL-FREE 1-XXX-XXX-XXXX**

Your claim must be  
submitted online or  
postmarked by:  
**[DEADLINE]**

*Jevon Worrell v. Robbie D. Wood, Inc.*  
Case No. 68-CV-2025-900681.00  
Circuit Court for the Tenth Judicial Circuit in and for Jefferson  
County, Alabama

Your claim must be  
submitted online or  
postmarked by:  
**[DEADLINE]**

## CLAIM FORM

### I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Print your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this claim form. All fields are required. **Please print legibly.**

**First Name**

**Last Name**

**Street Address**

**City**

**State**

**Zip Code**

**Email Address**

**Telephone Number**

**Notice ID Number, if known**

### II. CREDIT MONITORING SERVICES

- Check this box if you wish to enroll in Credit Monitoring services for two (2) years, which includes credit monitoring through CyEx Medical Shield Complete and \$1,000,000.00 in identity theft insurance.

### III. COMPENSATION FOR DOCUMENTED LOSSES

- Check this box if you would like to claim reimbursement for Documented Losses due to identify theft or fraud. You can get back up to \$5,000.00.

*Please complete the table below, describing the supporting documentation you are submitting.*

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

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

Your claim must be  
submitted online or  
postmarked by:  
[DEADLINE]

*Jevon Worrell v. Robbie D. Wood, Inc.*  
Case No. 68-CV-2025-900681.00  
Circuit Court for the Tenth Judicial Circuit in and for Jefferson  
County, Alabama

Your claim must be  
submitted online or  
postmarked by:  
[DEADLINE]

## CLAIM FORM

<b>TOTAL AMOUNT CLAIMED:</b>	

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

### IV. ALTERNATIVE CASH PAYMENT

- Check this box if you wish to receive a single sixty-five dollar and zero cents (\$65.00) cash payment.

**DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENT FROM SECTION III.**

### V. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment:

- PayPal** - Enter your PayPal email address: \_\_\_\_\_
- Venmo** - Enter the mobile number associated with your Venmo account: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_
- Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ or Email Address: \_\_\_\_\_

- Virtual Prepaid Card** - Enter your email address: \_\_\_\_\_
- Physical Check** - Payment will be mailed to the address provided in Section I above.

### VI. ATTESTATION & SIGNATURE

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

QUESTIONS? VISIT [WWW.COURTCLERKALABAMA.COM](http://WWW.COURTCLERKALABAMA.COM) OR CALL TOLL-FREE 1-XXX-XXX-XXXX

**— EXHIBIT D —**

**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA  
BESSEMER DIVISION**

<p><b>JEVON WORRELL</b>, individually and on behalf of all others similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p>v.</p> <p><b>ROBBIE D. WOOD, INC.</b>,</p> <p style="text-align: center;">Defendant.</p>	<p>Case No. 68-CV-2025-900681.00</p>
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**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

This matter having come before the Court on Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement between Jevon Worrell (“Plaintiff”), and on behalf the Settlement Class, and Robbie D. Wood, Inc. (“Defendant” or “Robbie D. Wood”) (collectively the “Parties”), as set forth in the Settlement Agreement between the Parties, and the Court having duly considered the papers and arguments of counsel, the Court hereby **GRANTS** this Motion and **ORDERS** as follows:

1. Unless otherwise defined herein, all terms that are capitalized herein shall have the same meaning ascribed to those terms in the Settlement Agreement.
2. The Court has jurisdiction over this Action, Plaintiff, Defendant, and Settlement Class Members, and any party to any agreement that is part of or related to the Settlement Agreement.

**PRELIMINARY APPROVAL**

3. The Court has reviewed the terms of the proposed Settlement Agreement, the exhibits and attachments thereto, Plaintiff's motion papers and briefs, and the declarations of counsel. Based on its review of these papers, the Court finds that the Settlement Agreement appears to be the result of serious, informed, non-collusive negotiations, through which the basic terms of the Settlement Agreement were negotiated and finalized. The terms of the Settlement Agreement do not improperly grant preferential treatment to any individual or segment of the Class and fall within the range of possible approval as fair, reasonable, and adequate.

4. The Court therefore GRANTS preliminary approval of the Settlement Agreement and all of the terms and conditions contained therein.

**PRELIMINARY CLASS CERTIFICATION**

5. Pursuant to Alabama Rule of Civil Procedure 23, the Court preliminarily certifies, for settlement purposes only, the Class defined in the Settlement Agreement as follows:

All individuals residing in the United States whose Personal Information was compromised in the Data Breach discovered by Robbie D. Wood in October 2024, including all those individuals who received notice of the breach.

Excluded from the Settlement Class are (i) Defendant; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) any judges assigned to this case and their staff and family.

6. The Court preliminarily finds that the Settlement Class satisfies the requirements of Alabama Rule of Civil Procedure 23(a)(1) for settlement purposes only: the Settlement Class is comprised of thousands of individuals; there are questions of law or fact common to the Settlement Class; Plaintiff's claims are typical of those of Settlement Class Members; and Plaintiff will fairly and adequately protect the interests of the Settlement Class.

7. The Court preliminarily finds that the Settlement Class satisfies the requirements of Alabama Rule of Civil Procedure 23(a)(2) for settlement purposes only: the questions of law or fact common to the Class predominate over individual questions; and class action litigation is superior to other available methods for the fair and efficient adjudication of this controversy.

8. The Court hereby appoints Plaintiff Jevon Worrell as the Class Representative for the Settlement Class. The Court provisionally finds that Plaintiff is similarly situated to absent Settlement Class Members and therefore typical of the Settlement Class and that he will be an adequate class representative.

9. The Court finds Brittany Resch of Strauss Borrelli PLLC and Jon Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C. are experienced and adequate and appoints them as Settlement Class Counsel for the Settlement.

#### **NOTICE AND ADMINISTRATION**

10. Pursuant to the Settlement Agreement, the Parties have designated Atticus Administration LLC as the Settlement Administrator. The Settlement Administrator shall perform all the duties of the Settlement Administrator set forth in the Settlement Agreement.

11. The Court finds that the proposed notice program set forth in the Settlement Agreement satisfies the requirements of due process and Rule 23 of the Alabama Rules of Civil Procedure and provides the best notice practicable under the circumstances. The notice program is reasonably calculated to apprise Settlement Class Members of the nature of this Action, the scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the processes for doing so, and the Final Approval Hearing. The Court therefore approves the

notice program and directs the Parties and the Settlement Administrator to proceed with providing notice to Settlement Class pursuant to the terms of the Settlement Agreement and this Order.

12. The Settlement Administrator shall commence the notice program within the time required by the Settlement Agreement.

13. The Court also approves the versions of the Claim Form, Postcard Notice, and Long Form Notice.

### **EXCLUSION AND OBJECTIONS**

14. Settlement Class Members who wish to opt out and exclude themselves from the Class may do so by notifying the Settlement Administrator in writing, postmarked no later than sixty (60) days after the Notice Deadline. The Request for Exclusion (or “Opt Out”) must be in writing and clearly manifest a person’s intent to be excluded from the Settlement Class. Persons wishing to opt out of the Settlement Class will only be able to submit a Request for Exclusion on their own behalf; mass or class opt outs will not be permitted. All requests for exclusion must be submitted individually in connection with a Settlement Class Member, *i.e.*, one request is required for every Settlement Class Member seeking exclusion.

15. All Settlement Class Members who do not opt out and exclude themselves shall be bound by the terms of the Settlement Agreement upon entry of the Final Approval Order.

16. Settlement Class Members who wish to object to the Settlement may do so by submitting a written Objection to the Court in accordance with the procedures outlined in the Notice by sixty (60) days after the Notice Deadline, it must be in writing, postmarked by the Objection Deadline, filed with the Court and mailed to the Settlement Administrator, and must include: (i) the name of the proceedings; (ii) the Settlement Class Member’s full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well

as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a list of all other lawsuits (if any) in which the Settlement Class Member (or his/her attorney) has submitted an objection to a class action settlement within the last three (3) years; and, (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

17. Any Settlement Class Member who does not timely submit a written objection in accordance with these procedures and the procedures detailed in the notice program and Settlement Agreement shall be deemed to have waived any objection, shall not be permitted to object to the Settlement, and shall be precluded from seeking any review of the Settlement Agreement or the Final Approval Order by appeal or other means.

### **FINAL APPROVAL HEARING**

18. The Court will hold a Final Approval Hearing on \_\_\_\_\_ at \_\_\_\_\_ before the Jefferson County Circuit Court, Bessemer Division. The hearing shall be conducted remotely, and the Court will provide instructions for remote participation in advance for any person who wishes to attend or be heard.

19. At the Final Approval Hearing, the Court will consider whether: (a) the Settlement is fair, reasonable, and adequate; (b) the Settlement Class should be finally certified; (c) the preliminary appointment of Settlement Class Counsel should be made final; (d) the preliminary appointment of Plaintiff as Settlement Class Representative should be made final; (e) Settlement Class Counsel's motion for a Fee Award and Costs should be granted; (f) the Service Award sought for Plaintiff should be granted; and (g) a final judgment should be entered.

20. The Court reserves the right to continue the date or change the location (from in person to remote) of the Final Approval Hearing without further notice to Settlement Class Members.

21. All proceedings and deadlines in this matter, except those necessary to implement this Order and the settlement, are hereby stayed and suspended until further order of the Court.

22. All Settlement Class Members who do not validly opt out and exclude themselves are hereby enjoined from pursuing or prosecuting any of the Released Claims as set forth in the Settlement Agreement until further order of the Court

23. In the event that the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement: (a) the Settlement Agreement and this Order shall be considered null and void, (b) all of the Parties' obligations under the Agreement shall cease to be of any force and effect, and (c) the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Honorable Judge David J. Hobdy

**SUMMARY OF DEADLINES**

<b><u>Event</u></b>	<b><u>Deadline</u></b>
<b>Notice Program Begins (Postcard Notice Sent and Website Notice Established)</b>	30 days after Preliminary Approval Order
<b>Notice Program Complete</b>	45 days after the Notice Deadline
<b>Deadline to file Plaintiff's Motion for Final Approval of the Settlement, inclusive of Class Counsel's Application for Attorney Fees, Costs, and Service Awards</b>	At least fifteen (15) days before the Objection and Opt-Out Deadlines
<b>Opt-Out Deadline</b>	60 days after the Notice Deadline
<b>Objection Deadline</b>	60 days after the Notice Deadline
<b>Claim Deadline</b>	90 days after the Notice Deadline
<b>File Supplemental Declaration on Claims, Objections, and Opt-Outs</b>	7 days before the Final Approval Hearing
<b>Final Approval Hearing</b>	<b>[INSERT]</b> [no less than 120 days after entry of Preliminary Approval Order]

**— EXHIBIT E —**

**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA  
BESSEMER DIVISION**

<p><b>JEVON WORRELL</b>, individually and on behalf of all others similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p>v.</p> <p><b>ROBBIE D. WOOD, INC.</b>,</p> <p style="text-align: center;">Defendant.</p>	<p>Case No. 68-CV-2025-900681.00</p>
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**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Before the Court is Plaintiff’s Unopposed Motion for Final Approval of the Settlement, inclusive of Class Counsel’s Application for Attorney Fees, Costs, and Service Awards (the “Motion”). Having reviewed and considered the Settlement Agreement, the Motion, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Order.

**WHEREAS**, on [DATE], the Court entered an Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) (Doc. No. \_\_), which, among other things: (a) conditionally certified this matter as a class action, including defining the class and class claims; (b) appointed Plaintiff as the Settlement Class Representative and appointed Brittany Resch of Strauss Borrelli PLLC and Jon Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C. as Settlement Class Counsel; (c) preliminarily approved the Settlement Agreement; (d) approved the form and manner of Notice to the Settlement Class; (e) set deadlines for Requests for Exclusion and objections; (f) approved and appointed the Settlement Administrator; and (g) set the date for the Final Approval Hearing;

**WHEREAS**, on [DATE], pursuant to the Notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement Agreement, of the right of Settlement Class Members to opt out, and the right of Settlement Class Members to object to the Settlement Agreement and to be heard at a Final Approval Hearing;

**WHEREAS**, on [DATE], the Court held a Final Approval Hearing to determine, *inter alia* whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement. Prior to the Final Approval Hearing, a declaration of compliance with the provisions of the Settlement Agreement and Preliminary Approval Order relating to notice was filed with the Court as required by the Preliminary Approval Order. Therefore, the Court is satisfied that Settlement Class Members were properly notified of their right to appear at the Final Approval Hearing in support of or in opposition to the proposed Settlement Agreement, the requested Fee Award and Costs for Settlement Class Counsel and Service Award for the Settlement Class Representative;

**WHEREAS**, the Court not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

**WHEREAS**, the Court being required under Alabama Civ. R. 23 to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the settlement should be approved as being fair, reasonable, adequate, and in the best interests of the Settlement Class;

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Settlement Class Counsel and

Defendant's Counsel, having reviewed all of the submissions presented with respect to the proposed Settlement Agreement, having determined that the Settlement Agreement is fair, adequate, and reasonable, having considered the application made by Settlement Class Counsel for a Fee Award and Costs, and the application for Service Award for the Settlement Class Representative, and having reviewed the materials in support thereof, and good cause appearing:

**IT IS ORDERED** that:

1. The Court has jurisdiction over the subject matter of this Action and over all claims raised therein and all Parties thereto, including the Settlement Class.
2. The Settlement involves allegations in Plaintiff's Class Action Complaint against Defendant for failure to implement or maintain adequate data security measures and safeguards to protect Personal Information, which Plaintiff alleges directly and proximately caused injuries to Plaintiff and Settlement Class Members.
3. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.
4. Unless otherwise indicated, words spelled in this Order Granting Final Approval of Class Action Settlement ("Final Approval Order") with initial capital letters have the same meaning as set forth in the Settlement Agreement.
5. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties pursuant to Alabama Rule of Civil Procedure 23, grants final approval of the Settlement Agreement and for purposes of the Settlement Agreement and this Final Approval Order only, the Court hereby finally certifies the following Settlement Class:

All individuals residing in the United States whose Personal Information was compromised in the Data Breach discovered by Robbie D. Wood in October 2024, including all those individuals who received notice of the breach.

Specifically excluded from the Settlement Class are:

(i) Defendant; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) any judges assigned to this case and their staff and family.

6. The Settlement was entered into in good faith following arm's-length negotiations and is non-collusive. The Settlement is in the best interests of the Settlement Class and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome, including on appeal, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the settlement reflected in the Settlement Agreement.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

- a. Claims Administration, as outlined in the Settlement Agreement, whereby Settlement Class Members can submit claims that will be evaluated by a Settlement Administrator.
- b. Defendant to pay all costs of Settlement Administration, including the cost of the Settlement Administrator, instituting Notice, processing and administering claims, and preparing and mailing checks.
- c. Defendant to pay, subject to the approval and award of the Court, the reasonable Fee Award and Costs for Settlement Class Counsel and Service Award for the Settlement Class Representative.

The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of Alabama Rule of Civil Procedure 23(a)(1) and (2) set forth in the Preliminary Approval Order and notes that because this certification of the Settlement Class is in connection with the Settlement Agreement rather than litigation, the Court need not address any issues of manageability that may be presented by certification of the class proposed in the Settlement Agreement.

8. The terms of the Settlement Agreement are fair, adequate, and reasonable and are hereby approved, adopted, and incorporated by the Court. Notice of the terms of the Settlement, the rights of Settlement Class Members under the Settlement, the Final Approval Hearing, Plaintiff's application for a Fee Award and Costs, and the Service Award for the Settlement Class Representative have been provided to Settlement Class Members as directed by this Court's Orders, and proof of Notice has been filed with the Court.

9. 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 Alabama Rules of Civil Procedure, the Alabama Constitution, and other applicable law.

10. As of the Opt-Out Deadline, [REDACTED] potential Settlement Class Members have requested to be excluded from the Settlement. Their names are set forth in **Exhibit A** to this Final Approval Order. Those persons are not bound by the Settlement Agreement and this Final

Approval Order and shall not be entitled to any of the benefits afforded to the Settlement Class Members under the Settlement Agreement, as set forth in the Settlement Agreement.

11. [REDACTED] objections were filed by Settlement Class Members. The Court has considered all objections, finds the objections do not counsel against Settlement Agreement approval, and hereby overrules the objections in all respects.

12. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

13. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

14. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Final Approval Order and the terms of the Settlement Agreement.

15. Pursuant to the Settlement Agreement, Defendant, the Settlement Administrator, and Settlement Class Counsel shall implement the Settlement in the manner and timeframe as set forth therein.

16. Within the time period set forth in the Settlement Agreement, the relief provided for in the Settlement Agreement shall be made available to the various Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

17. Pursuant to and as further described in the Settlement Agreement, Plaintiff and the Settlement Class Members release claims as follows:

Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys' fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that are based on, arise out of, or in any way relate to the Data Breach.

18. The Court grants final approval to the appointment of Plaintiff as Settlement Class Representative. The Court concludes that the Settlement Class Representative has fairly and adequately represented the Settlement Class and will continue to do so.

19. Pursuant to the Settlement Agreement, and in recognition of his efforts on behalf of the Settlement Class, the Court approves a payment to the Settlement Class Representative in the amount of \$3,000.00 (three thousand dollars) as a Service Award. Defendant shall make such payment in accordance with the terms of the Settlement Agreement.

20. The Court grants final approval to the appointment of Brittany Resch of Strauss Borrelli PLLC and Jon Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C. as Settlement Class Counsel. The Court concludes that Class Counsel has adequately represented the Settlement Class and will continue to do so.

21. The Court, after careful review of the fee petition filed by Settlement Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Settlement Class Counsel's application for a Fee Award and Costs in the amount of \$125,000.00 (one hundred twenty-five thousand dollars). Payment shall be made pursuant to the terms of the Settlement Agreement.

22. This Final Order and the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed

as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant, or of the validity or certifiability for litigation of any claims that have been, or could have been, asserted in the Action. This Final Approval Order, the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, or be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that Plaintiff, any Settlement Class Member, or any other person has suffered any damage; provided, however, that the Settlement Agreement and this Final Order may be filed in any action by Defendant, Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Approval Order (including, but not limited to, enforcing the releases contained herein). The Settlement Agreement and Final Approval Order shall not be construed or admissible as an admission by Defendant that Plaintiff's claims or any similar claims are suitable for class treatment. The Settlement Agreement's terms shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims and other prohibitions set forth in this Final Approval Order that are maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Approval Order.

23. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason: this Final Approval Order and the Preliminary Approval Order shall be deemed vacated, and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order and the terms and provisions of the

Settlement Agreement shall have no further force and effect with respect to the Parties 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*, and the Parties shall be restored to their respective positions in the Action, as if the Parties never entered into the Settlement Agreement (without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue). In such event, the Parties will jointly request that all scheduled Action deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel. Further, in such event, Defendant will pay amounts already billed or incurred for Notice and Administrative Expenses.

24. Without affecting the finality of this Final Approval Order, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

25. This Order resolves all claims against all Parties in this action and is a final order.

26. The matter is hereby dismissed with prejudice and without costs except as provided in the Settlement Agreement.

**IT IS SO ORDERED.**

**LET JUDGMENT BE ENTERED ACCORDINGLY.**

Dated:

By: \_\_\_\_\_  
Honorable Judge David J. Hobby

**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA  
 BESSEMER DIVISION**

**JEVON WORRELL, individually and on behalf )  
 of all others similarly situated, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
**ROBBIE D. WOOD, INC., )  
 )  
 Defendant. )  
 )  
 )  
 )****

**Case No.:** 68-CV-2025-900681.00

**DECLARATION OF BRITTANY RESCH IN SUPPORT OF  
 PLAINTIFF’S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

I am counsel for Plaintiff Jevon Worrell (“Plaintiff”) in the above-captioned case. This declaration supports Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement. I have personal knowledge of the facts set forth in this declaration and have reviewed the case files and records of this case and could testify competently to them if called upon to do so.

**LITIGATION BACKGROUND**

1. Plaintiff is a victim of the Data Breach experienced by Defendant Robbie D. Wood, Inc. (“Defendant”).
2. Before filing this case, Plaintiff’s Counsel conducted extensive pre-suit discovery to determine all publicly available details about the cause, scope, and result of the Data Breach, and the damages suffered by Plaintiff and the Class.
3. On August 20, 2025, Plaintiff filed his class action complaint against Defendant in the Circuit Court of Jefferson County, Alabama asserting various causes of action, including negligence, negligence *per se*, breach of implied contract, and unjust enrichment, aiming to represent a nationwide class of impacted individuals.

4. After Plaintiff filed the Complaint, and before motion practice, the Parties began discussing early resolution.

5. For several weeks, Plaintiff's counsel and Defendant's counsel, both of whom are experienced in data breach class actions, conducted multiple rounds of arms'-length negotiations. No collusion or illegality existed during the settlement process.

6. The Parties' negotiations were hard-fought on both sides, with counsel vigorously advocating for their respective clients.

7. The Parties exchanged substantial informal discovery regarding, *inter alia*, the nature and cause of the Data Incident, the number and geographic location of individuals impacted by the Data Incident, and the specific type of information potentially accessed.

8. On February 10, 2026, the Parties filed a Joint Notice of Settlement and Request to Stay the case. The Court entered an Order granting the parties' Request to Stay all case deadlines to allow the parties to discuss the potential for early resolution.

9. Over the following months, the Parties continued diligently negotiating, drafting, and finalizing the Settlement Agreement, Notice forms, and came to an agreement on a claims process and administrator.

10. The parties did not negotiate attorneys' fees or a service award until after they had agreed on benefits for the Settlement Class. As such, Plaintiff and Plaintiff's Counsel avoided conflict between themselves and Settlement Class Members.

11. The parties continued to negotiate the remaining provisions of the Settlement, including its exhibits, ultimately culminating in the Settlement Agreement, which the parties signed on March 27, 2026.

12. As per the Settlement Agreement, the Parties agreed to settle the Action entirely,

without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties to avoid the costs, expenses, and burdens associated with further litigation.

13. Plaintiff was impacted the same as all Settlement Class Members; and thus, they all share the same interests. All Class Members entrusted Defendant with their Personal Information, had that Personal Information accessed by third parties in the Data Breach, and lost time and/or incurred out-of-pocket losses as a result.

14. Moreover, Plaintiff has no conflicts with the Class and have participated actively in the case. Plaintiff has cooperated with counsel, including maintaining contact with counsel, assisting in the investigation of the case, reviewing the complaints, remaining available for consultation throughout settlement negotiations, reviewing the Settlement Agreement, and answering counsel's many questions. Plaintiff is informed of the risks of continued litigation and the benefits of early resolution.

### **SETTLEMENT**

15. The Settlement Agreement provides significant relief to the Settlement Class, providing for payment of approved claims for Credit Monitoring Services, reimbursement of Documented Losses up to \$5,000.00, or, in lieu of Documented Losses, an alternative cash payment of \$65.00. Defendant shall pay for all valid claims in full, with no limit or cap.

16. Any attorneys' fees award or service awards granted by the Court will be paid by Defendant separate and apart from any of the benefits offered to the Settlement Class described above.

17. The requested fees and costs represent a very modest percentage of the value of the negotiated benefit to the Settlement Class and is meant to compensate Counsel for the risk incurred and work expended in achieving the Settlement for the Settlement Class.

18. The Service Award is intended to recognize Plaintiff's efforts in the litigation and commitment to the Class in reaching and implementing this Settlement, including maintaining contact with counsel, assisting in the investigation of the case, reviewing the complaints, remaining available for consultation throughout settlement negotiations, reviewing the Settlement Agreement, and answering counsel's many questions.

19. After reviewing bids from multiple providers, the Parties agreed to use Atticus Administration LLC ("Atticus") as the Settlement Administrator in this case. Atticus is highly experienced in implementing notice programs that satisfy the requirements of due process and claims administration plans that are user-friendly, streamlined, and provide Settlement Class members, Class Counsel, and the Court with the necessary support.

20. Negotiations were always cordial and professional. But nonetheless, the negotiations were always fundamentally adversarial—with both Parties forcefully advocating for their respective clients.

### **COUNSEL'S RECOMMENDATION**

21. Counsel has years of experience representing individuals in complex class actions (including data breach class actions). As such, Counsel's depth of experience informed both Plaintiff's settlement position, and the needs of Plaintiff and the proposed Settlement Class. While Plaintiff believes in the merits of his claims, Plaintiff is also aware that a successful outcome is uncertain—and would be achieved (if at all) only after prolonged, arduous litigation with the attendant risk of drawn-out appeals and the potential for no recovery at all. Indeed, Plaintiff approves of the terms of the Settlement.

22. Additionally, without a class action Settlement here, many members of the Settlement Class would remain unaware of their legal claims against Defendant, and most would

find the cost of litigating their claims to be prohibitive. In the absence of settlement, it is certain that the expense, duration, and complexity of the protracted litigation that would result would be substantial.

23. Based upon Counsel's substantial experience, counsel is confident that the Settlement terms are fair, reasonable, adequate, and provide significant relief to the Settlement Class, and warrants the Court's preliminary approval. After all, this Settlement provides timely and significant relief to Class Members, and is in line with other recent data breach settlements in terms of the amount recovered per Class Member.

24. The Parties tailored the terms of the Settlement to address the specific potential harms (including out-of-pocket expenses, lost time, and the future risk of identity theft) caused by the Data Breach—thereby reimbursing both economic and non-economic losses.

25. This result is particularly favorable given the risks of protracted litigation and the possibility of an uncollectable damages award. Plaintiff faces serious risks as to: achieving class certification; maintaining class certification; prevailing on the merits; demonstrating causation and damages; and defending a favorable judgment on appeal.

26. Not only does this Settlement avoid the risks of protracted litigation, but it also provides benefits to the Class Members today—as opposed to the mere possibility of future relief.

27. The Settlement's benefits unquestionably provide a favorable result to Class Members. As such, the Settlement is well within the range of acceptable outcomes that satisfy the requirements for preliminary approval.

28. Additionally, the Notice program contemplated by the Settlement provides the best practicable method to reach Class Members. Moreover, this particular Notice program is consistent with the notice programs approved by other courts in similar class actions.

29. Settlement Class Counsel, without any opposition from Defendant, support the Settlement as fair and reasonable, and certifies that it was reached at arms' length.

30. Thus, Class Counsel asks the Court to grant preliminary approval of the Settlement Agreement and enter the proposed preliminary approval order.

### **COUNSEL'S QUALIFICATIONS**

#### **Brittany Resch, Strauss Borrelli, PLLC**

31. Brittany Resch is a partner in Strauss Borrelli's nationwide class action practice. She focuses on litigating complex class actions in state and federal courts—including disputes involving data breaches, false advertising, and consumer protection and privacy issues. Since 2023, Ms. Resch has served as an adjunct professor at the University of Minnesota Law School teaching a seminar on e-Discovery. Ms. Resch has substantial experience managing all aspects of discovery in the firm's complex class action matters. Ms. Resch has been a featured speaker on discovery, standing, data security, and privacy at The Sedona Conference Working Group 11 (on Data Security and Privacy) Midyear Meeting 2024, at Everlaw Summit 2024, and at numerous CLEs.

32. Ms. Resch received her J.D. from the University of Minnesota Law School in 2015, after which she clerked for the Honorable Richard H. Kyle, Senior United States District Judge for the District of Minnesota. Ms. Resch was named one of the Attorneys of the Year in 2019 by Minnesota Lawyer for her work representing a *pro se* litigant in federal court through the District of Minnesota Federal Bar Association's Pro Se Project.

33. Ms. Resch has significant experience in data privacy litigation and is currently litigating more than fifty data breach cases in courts around the country as counsel on behalf of millions of data breach victims, including *Devine v. Horizontal Integration, Inc.*, Case No. 24-cv-

04555-JMB-DLM (D. Minn.); *Lomedico, et al, v. MarineMax, Inc.*, Case No. 08-24-cv-01784 (M.D. Fla.) (appointed joint interim class counsel); *Adam Schroeder v. M.I. Industries, Inc. d/b/a Instinct Pet Food*, Case No. 25SL-CC02259 (St. Louis County Circuit Court); *Matthew Egner v. Goodwill Industries of Southwest Oklahoma & North Texas, Inc.*, Case No. 2025-189 (Comanche Cnty. Dist. Ct. Okla.); *Ashley Anderson v. Self Esteem Brands, LLC d/b/a Purpose Brands*, Case No. 82-CV-25-643 (10th Jud. Dist., Wash. Cty. MN. 2025); *Pull, et al. v. Baer's Furniture Co., Inc.*, Case No. 2024-CA-003418-O (Orange County, Florida) (appointed Settlement Class Counsel); *Jolie Hamilton v. Virginia Center for Orthopaedics, P.C. d/b/a Atlantic Orthopaedic Specialists*, Case No. 2:24-cv-696; *Maricle, et al. v. Southstate Bank N.A.*, Case No. 2024CA-002530-0000-00 (Polk County, Florida); *Hernandez v. Orthopaedics of Jackson Hole, P.C. d/b/a Teton Orthopaedics*, Case No. 2025-cv-0019244 (Teton County District Court, Wyo.); *In Re Hankins Plastic Surgery Associates, P. C. dba Hankins & Sohn Plastic Surgery Associates*, Case No. 2:23-cv-00824-RFB-DJA (D. Nev.); *McKittrick v. Allwell Behavioral Health Services*, Case No. CH-2022-0174 (Muskingum County, Ohio) (appointed class counsel for settlement purposes); *Rosario, et al. v. Baldor Specialty Foods, Inc.*, Case No. 23-cv-03580 (S.D.N.Y.) (appointed class counsel for settlement purposes); *Stern v. Academy Mortgage Corp.*, Case No. 2:24-cv-15-DBB (D. Utah); *Hall v. Centerspace, LP*, Case No. 22-cv-2028 (D. Minn.) (appointed Settlement Class Counsel); *Morrison v. Entrust Corp., et al.*, Case No. 23-cv- 415 (D. Minn.) (appointed Settlement Class Counsel); *Batchelor v. MacMillan, et al.*, Case No. 157072/2023 (New York County, NY) (appointed Settlement Class Counsel); *Tribbia, et al., v. Hanchett Paper Company*, Case No. 2022 CH 3677 (Cook County, IL); *Benedetto v. Southeastern Pennsylvania Transportation Authority*, No. 210201425 (C.C.P. Phila.); *Corra, et al. v. ACTS Retirement Services, Inc.*, No. 2:22-cv-02917

(E.D. Pa.); *Lamie, et al. v. LendingTree, LLC*, No. 3:22-cv- 00307 (W.D.N.C); and *In re Lincare Holdings Inc. Data Breach Litigation*, No. 8:22- cv-01472 (M.D. Fl.).

34. In addition to her robust data breach practice, Ms. Resch is also currently litigating a variety of consumer protection cases, including: *Callahan v. PeopleConnect, Inc.*, 20-cv-9203 (N.D. Cal.) (right of publicity); *Kellman et al. v. Spokeo*, 21-cv-08976 (N.D. Cal.) (right of publicity); *DeBose v. Dun & Bradstreet Holdings, Inc.*, 22-cv-00209 (N.D. Cal.) (right of publicity); *Brahm et al. v. Hospital Sisters Health Systems, et al.*, Case No. 3:23-cv-444 (W.D. Wis.) (pixel); and *Mekhail et al. v. North Memorial Health Care*, Case No. 23-cv-440-KMM-DLM (D. Minn.) (pixel).

35. More information about Brittany Resch and Strauss Borrelli, PLLC can be found in the attached **Exhibit A**.

**Jon Mann, Pittman, Dutton, Hellums, Bradley, and Mann P.C.**

36. Jon is a shareholder with the law firm of Pittman, Dutton, Hellums, Bradley & Mann, P.C. (“PDHBM”). His practice includes complex litigation, including class actions, mass torts, and products liability matters. He has litigated complex actions since 2011, with an emphasis on consumer claims and defective products. PDHBM represents plaintiffs in complex litigation, including class actions, in federal and state courts.

37. Jon is admitted to practice before all courts of the State of Alabama and has been admitted to practice before the United States Court of Appeals for the Eleventh Circuit, the United States District Court for the Northern District of Alabama, the United States District Court for the Middle District of Alabama, the United States District Court for the Southern District of Alabama, the United States District Court for the Northern District of Florida, the United States District Court for the Northern District of Georgia, the United States District Court for the Northern District

of Indiana, the United States District Court for the Southern District of Indiana, the United States District Court for the Eastern District of Louisiana, the United States District Court for the District of Maryland, the United States District Court for District of Massachusetts, the United States District Court for the District of Minnesota, the United States District Court for the District of New Jersey, the United States District Court for the Eastern District of New York, the United States District Court for the Southern District of New York, the United States District Court for the District of Montana, and the Superior Court of Los Angeles County, California.

38. Jon and other PDHBM lawyers have been appointed to leadership positions in the following class actions and multidistrict litigations (MDLs) over the past ten years, including MDL 2406, *In re Blue Cross Blue Shield Antitrust Litigation* (Local Facilitating Counsel for Subscriber Plaintiffs); MDL 2441, *In re Stryker Rejuvenate and ABG II Hip Implant Products Liability Litigation* (Plaintiffs' Steering Committee); MDL 2595, *In re Community Health Systems, Inc., Customer Data Security Breach Litigation* (Local Liaison Counsel); MDL 2734, *In re Abilify (Aripiprazole) Products Liability Litigation* (Plaintiffs' Steering Committee); *In re: Arby's Restaurant Group, Inc. Data Security Litigation* (Financial Institution Plaintiffs' Steering Committee); MDL 2846, *In re Davol, Inc./C.R. Bard, Inc. Polypropylene Hernia Mesh Products Liability Litigation* (Plaintiffs' Steering Committee); MDL 2875, *In re Valsartan Products Liability Litigation* (Plaintiffs' Steering Committee); MDL 2885, *In re 3M Combat Arms Earplug Products Liability Litigation* (Common Benefit Fund Committee), MDL 2974, *In re Paragard IUD Products Liability Litigation* (Plaintiffs' Steering Committee), and MDL 2885, *In re 3M Combat Arms Earplug Products Liability Litigation* (Settlement Implementation and Administration Committee).

39. Jon and other PDHBM attorneys have been appointed as settlement class counsel

in other data breach cases such as *Sides v. Sheffield*, Circuit Court, Jefferson County, Alabama, Case No. 01-cv-2024-900745, *Williams v. Gulf Coast Pain Consultants, LLC d/b/a Clearway Pain Solutions Institute*, 3:19-cv-01659 (N.D. Fla.), *Limbaugh, et al. v. Norwood Clinic, Inc.*, Circuit Court, Jefferson County, Alabama, Case No. 01-cv-2022-900851, and *Kemp, et al. v. NorthStar Emergency Medical Services, Inc.*, Circuit Court, Tuscaloosa County, Alabama, Case No. 63-cv-2023-900249.00.

40. I am other PDHBM lawyers have either been appointed as settlement class counsel or have been counsel of record in other class actions in the past few years, which have resolved favorably, including *Winsouth Credit Union v. MAPCO Express, Inc. and Delek US Holdings, Inc.*, 3:14-cv-1753 (M.D. Tn.), *Bach Enterprises, Inc. v. Advanced Disposal Services South, Inc.*, Circuit Court, Barbour County, Alabama, Case No. 69-cv-2013-9000090, *In re Arby's Restaurant Group, Inc. Data Security Litigation*, 1:17-cv-514 (N.D. Ga.), MDL 2406, *In re Blue Cross Blue Shield Antitrust Litigation* (Subscriber Plaintiffs), and *Sullen, et al. v. Vivint, Inc.*, Circuit Court, Jefferson County, Alabama, Case No. 01-cv-2023-903893. Jon is currently putative class counsel in several pending actions involving data breaches, consumer protection, antitrust, and securities fraud claims.

41. More information about Jon Mann and Pittman, Dutton, Hellums, Bradley, and Mann P.C. can be found in the attached **Exhibit A**.

Executed on March 30, 2026

/s/ Brittany Resch  
 Brittany Resch (*pro hac vice*)  
**STRAUSS BORRELLI PLLC**  
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*One of the Attorneys for Plaintiff and the Proposed  
Class*

# **Composite Exhibit A**



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## Our Firm

Strauss Borrelli PLLC is a premier civil litigation team focused on representing groups of individuals who have been harmed by corporate misconduct. We regularly represent clients in cases involving data misuse, illegal telemarketing, privacy intrusion, unfair employment practices, and defective products. Our efforts have earned us a reputation for achieving success in high-stakes and complex cases across the country.

At every step, we put the interests of our clients first.

### **We make the courtroom accessible to all.**

At Strauss Borrelli, we understand that our legal system is out of reach for most individuals who have suffered at the hands of corporate wrongdoing. Time, money, and expertise act as barriers to judicial action. We confront these obstacles by empowering those affected to take collective action to seek relief.

### **We innovate and adapt.**

As new technologies become available, our team learns and grows to make our processes faster, more effective, and less expensive. We challenge each other to continually evolve to meet the needs of our clients in an ever-changing world.

### **We know that people are our greatest resource.**

Whether it be within our own team or with experts, co-counsel, or clients, we foster collaborative spaces. We know that good ideas can come from anyone, and the best ideas are forged when we work together. Our experiences have shown us that fresh perspectives coupled with legal expertise create smart strategies.

### **We understand the strength in numbers.**

Too often, corporate transgressions go unchallenged. Together, we create a check against large companies' misconduct. By combining individual claims, we hold those who put profit over people accountable and achieve relief for all those injured by wrongdoings ranging from the annoyance of daily telemarketing calls to the devastation of a sudden mass layoff.

### **We commit to personal connections.**

At every stage, we help clients understand the complex issues at hand and empower them to take an active role in their cases. We will always take the time to build relationships with our clients in order to understand what success means to them. In defining and reaching our goals, we advise with compassion and understanding.

## Our Cases

### COMMERCIAL ELECTRONIC MAIL ACT

#### ***Ma v. Nike, Inc. (W.D. Wash.)***

Filed on behalf of consumers who received emails with false or misleading subject lines designed to manipulate consumer choice by creating a false sense of urgency. Plaintiff alleges Nike violated Washington's Commercial Electronic Mail Act and Consumer Protection Act through its deceptive marketing. The case is currently pending in the United States District Court for the Western District of Washington.

#### ***Agnew, et al. v. Macy's Retail Holdings, LLC (W.D. Wash.)***

Filed on behalf of consumers who received emails with false or misleading subject lines designed to manipulate consumer choice by creating a false sense of urgency. Plaintiffs allege Macy's violated Washington's Commercial Electronic Mail Act and Consumer Protection Act through its deceptive marketing. The case is currently pending in the United States District Court for the Western District of Washington.

#### ***Jackson v. Hanesbrands, Inc. (E.D. Wash.)***

Filed on behalf of consumers who received emails with false or misleading subject lines designed to manipulate consumer choice by creating a false sense of urgency. Plaintiff alleges Hanes violated Washington's Commercial Electronic Mail Act and Consumer Protection Act through its deceptive marketing. The case is currently pending in the United States District Court for the Eastern District of Washington.

#### ***Liss, et al. v. Lenovo (United States) Inc. (W.D. Wash.)***

Filed on behalf of consumers who received emails with false or misleading subject lines designed to manipulate consumer choice by creating a false sense of urgency. Plaintiffs allege Lenovo violated Washington's Commercial Electronic Mail Act and Consumer Protection Act through its deceptive marketing. The case is currently pending in the United States District Court for the Western District of Washington.

#### ***Shahpur, et al. v. Ulta Salon, Cosmetics & Fragrance Inc. (E.D. Wash.)***

Filed on behalf of consumers who received emails with false or misleading subject lines designed to manipulate consumer choice by creating a false sense of urgency. Plaintiffs allege Ulta violated Washington's Commercial Electronic Mail Act and Consumer Protection Act through its deceptive marketing. The case is

currently pending in the United States District Court for the Eastern District of Washington.

***Hutton v. Papa John's USA, Inc., et al. (W.D. Wash.)***

Filed on behalf of consumers who received emails with false or misleading subject lines designed to manipulate consumer choice by creating a false sense of urgency. Plaintiff alleges Papa John's violated Washington's Commercial Electronic Mail Act and Consumer Protection Act through its deceptive marketing. The case is currently pending in the United States District Court for the Western District of Washington.

***Liss, et al. v. Skechers U.S.A. Inc. (W.D. Wash.)***

Filed on behalf of consumers who received emails with false or misleading subject lines designed to manipulate consumer choice by creating a false sense of urgency. Plaintiffs allege Skechers violated Washington's Commercial Electronic Mail Act and Consumer Protection Act through its deceptive marketing. The case is currently pending in the United States District Court for the Western District of Washington.

***Bajwa v. National Automotive Parts Association, LLC (W.D. Wash.)***

Filed on behalf of consumers who received emails with false or misleading subject lines designed to manipulate consumer choice by creating a false sense of urgency. Plaintiff alleges NAPA Auto Parts violated Washington's Commercial Electronic Mail Act and Consumer Protection Act through its deceptive marketing. The case is currently pending in the United States District Court for the Western District of Washington.

***Hutton v. The Reinalt-Thomas Corporation (W.D. Wash.)***

Filed on behalf of consumers who received emails with false or misleading subject lines designed to manipulate consumer choice by creating a false sense of urgency. Plaintiff alleges The Reinalt-Thomas Corporation d/b/a Discount Tire violated Washington's Commercial Electronic Mail Act and Consumer Protection Act through its deceptive marketing. The case is currently pending in the United States District Court for the Western District of Washington.

## **CONSUMER PROTECTION**

***Fowler, et al. v. Wells Fargo Bank, N.A. (N.D. Cal.)***

Filed on behalf of consumers who were overcharged fees on FHA mortgages. The case settled on a class-wide basis for \$30,000,000 in 2018, and final approval was granted in January 2019.

***Jones, et al. v. Monsanto Company (W.D. Mo.)***

Filed on behalf of individuals who purchased mislabeled RoundUp® products. The case settled on a class-wide basis in 2020 for \$39,550,000. Final approval was granted in May 2021.

***Crawford, et al. v. FCA US LLC (E.D. Mich.)***

Filed on behalf of consumers who purchased or leased Dodge Ram 1500 and 1500 Classic vehicles equipped with 3.0L EcoDiesel engines between 2013 and 2019. Plaintiffs allege unfair, deceptive, and fraudulent practices in the Defendants' marketing and sale of vehicles with allegedly defective EGR coolers. This case is currently pending in the United States District Court for the Eastern District of Michigan.

***In re: Chrysler-Dodge-Jeep EcoDiesel Marketing, Sales Practices and Products Liability Litigation (N.D. Cal.)***

Filed on behalf of consumers against Fiat Chrysler and Bosch alleging unfair, deceptive, and fraudulent practices in the Defendants' marketing and sale of certain EcoDiesel vehicles. The class contained over 100,000 vehicles, including 2014-2016 model-year Jeep Grand Cherokees and Dodge Ram 1500 trucks that were allegedly outfitted with devices that masked actual emission levels. The case settled on a class-wide basis for \$307,500,000, and final approval was granted in May 2019.

***Rolland, et al. v. Spark Energy, LLC (D.N.J.)***

Filed on behalf of consumers who were forced to pay considerably more for their electricity than they should otherwise have paid due to Spark Energy's deceptive pricing practices. Plaintiff alleges that Spark Energy engages in a bait-and-switch deceptive marketing scheme luring consumers to switch utility companies by offering lower than local utility rates. These lower rates are fixed for only a limited number of months and then switch to a variable market rate that is significantly higher than the rates local utilities charge. The case settled on a class-wide basis for \$11,000,000 in 2022, and final approval was granted in December 2022.

***Haines v. Washington Trust Bank (Wash. Sup. Ct., King Cty.)***

Strauss Borrelli attorneys represented consumers who were charged \$35 overdraft fees by Washington Trust Bank on accounts that were never actually overdrawn. Plaintiff filed suit against Washington Trust Bank for the unfair and unlawful assessment of these overdraft fees. This case settled on a class-wide basis in 2021, and final approval was granted in November 2021.

***Pryor v. Eastern Bank (Mass. Sup. Ct., Suffolk Cty.)***

Strauss Borrelli attorneys represented consumers who were charged \$35 overdraft fees by Eastern Bank on accounts that were never actually overdrawn. Plaintiff filed suit against Eastern Bank for the unfair and unlawful assessment of these overdraft fees. This case settled on a class-wide basis in 2021, and final approval was granted in March 2021.

**DATA BREACH*****Walters v. Kimpton Hotel & Restaurant Group, LLP (N.D. Cal.)***

Filed on behalf of consumers whose private information and personal identifiable information, including credit and debit card numbers, names, mailing addresses, and other personal information, was compromised and stolen from Kimpton Hotel & Restaurant Group by hackers. The case settled on a class-wide basis in 2018, and final approval was granted in July 2019.

***Reetz v. Advocate Aurora Health, Inc. (Wis. Cir. Ct., Milwaukee Cty.)***

Filed on behalf of employees of Aurora Advocate Health, the 10th largest not-for-profit integrated health care system in the United States, whose personally identifiable information was breached and stolen through an email phishing campaign beginning in January 2020. Many of these individuals have lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case settled in 2023.

***Goetz v. Benefit Recovery Specialists, Inc. (Wis. Cir. Ct., Walworth Cty.)***

Strauss Borrelli attorneys represented a class of consumers whose personal health information was compromised and stolen from Benefit Recovery Specialists, Inc., a Houston-based billing and collections services firm that provides billing and collection services to healthcare providers across the country. Many of these consumers have lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case settled on a class-wide basis in 2022, and final approval was granted in July 2022.

***In re BJC Healthcare Data Breach Litigation (Mo. Cir. Ct., St. Louis Cty.)***

Strauss Borrelli attorneys represented a class of consumers whose personal health information was compromised and stolen from BJC Healthcare, a major regional health system. Many of these consumers lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case settled on a class-wide basis in 2021 and final approval was granted in September 2022.

***Daum, et al. v. K & B Surgical Center, LLC (Cal. Sup. Ct., Los Angeles Cty.)***

Strauss Borrelli attorneys represented a class of consumers whose personal health information and protected health information was compromised and stolen from K & B Surgical Center. Many of these consumers have lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. The case settled in 2023.

***In re: Netgain Technology, LLC, Consumer Data Breach Litigation (D. Minn.)***

Filed on behalf of consumers whose personal identifiable information and protected health information was breached and stolen from Netgain Technology, LLC beginning in September 2020. Strauss Borrelli partner, Raina Borrelli, serves as a member of the Plaintiffs' Interim Executive Committee in this multidistrict litigation. Many of the individuals impacted by the breach have lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case settled on a class-wide basis in 2025, and preliminary approval was granted in The United States District Court for the District of Minnesota in May 2025.

***Dusterhoff, et al. v. OneTouchPoint Corp. (E.D. Wisc.)***

Filed on behalf of 2.6 million consumers whose personal identifiable information and protected health information was breached and stolen from OneTouchPoint Corp., a mailing and printing services vendor, beginning in April 2022. Strauss Borrelli partner, Raina Borrelli, serves as a member of the Plaintiffs' Steering Committee in this litigation. Many of the individuals impacted by the breach have lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case is currently pending in The United States District Court for the Eastern District of Wisconsin.

***In re Lincare Holdings Inc. Data Breach Litigation (M.D. Fla.)***

Filed on behalf of consumers whose personal identifiable information and protected health information was breached and stolen from Lincare Holdings Inc., a medical products and services provider, beginning in September 2021. Strauss Borrelli partner, Raina Borrelli, serves as a member of the Interim Executive Leadership Committee for plaintiffs and the class in this multidistrict litigation. Many of the individuals impacted by the breach have lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. The case settled on a class-wide basis in 2023, and final approval was granted in June 2024.

***Forslund, et al. v. R.R. Donnelley & Sons Company (N.D. Ill.)***

Filed on behalf of consumers whose personal identifiable information was breached and stolen from R.R. Donnelley & Sons Company, a Fortune 500 marketing, packaging, and printing company, beginning in November 2021. Strauss Borrelli partner, Raina Borrelli, serves as interim co-lead counsel for plaintiffs and the class in this litigation. Many of the individuals impacted by the breach have lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case settled on a class-wide basis in 2023, and final approval was granted in March 2024.

**DATA PRIVACY*****Doe, et al. v. HSCGP, LLC (Tenn. Cir. Ct., Davidson Cty.)***

Litigated on behalf of all patients of healthcare companies serviced by HSCGP, LLC whose sensitive personal information was exposed to third parties without their knowledge or consent. Plaintiff alleged that the healthcare companies serviced by HSCGP, LLC disclosed such sensitive personal information by using various tools on its website. The case settled on a class-wide basis in 2024. Final approval was granted in March 2025.

***Doe v. Lima Memorial Hospital, et al. (C.C.P. Allen)***

Filed on behalf of all patients of Lima Memorial Hospital whose sensitive personal information was exposed to third parties without their knowledge or consent. Plaintiff alleged that Lima Memorial Hospital disclosed such sensitive personal information by using various tools on its website. The case was litigated in the Court of Common Pleas in Allen County, Ohio and settled on a class-wide basis in 2024. Final approval was granted in August 2024.

***Rogers v. Rogers Behavioral Health System, Inc. (Wis. Cir. Ct., Dane Cty.)***

Filed on behalf of all patients of Rogers Behavioral Health System whose sensitive personal information was exposed to third parties without their knowledge or consent. Plaintiff alleged that Rogers Behavioral Health System disclosed such sensitive personal information by using various tools on its website. The case was litigated in the Circuit Court for Dane County, Wisconsin, and settled on a class-wide basis in 2024. Final approval was granted in August 2024.

***Doe, et al. v. The Wood County Hospital, et al. (C.C.P. Sandusky)***

Filed on behalf of all patients of The Wood County Hospital whose sensitive personal information was exposed to third parties without their knowledge or consent. Plaintiffs alleged that The Wood County Hospital disclosed such sensitive personal information by using various tools on its website. The case was litigated in the Court of Common Pleas in Sandusky County, Ohio, and settled on a class-wide basis in 2024.

***Moser, et al. v. Redeemer Health, et al. (C.C.P. Phila.)***

Filed on behalf of all patients of Redeemer Health and Holy Redeemer Health System whose sensitive personal information was exposed to third parties without their knowledge or consent. Plaintiffs allege that Redeemer Health and Holy Redeemer Health System disclosed such sensitive personal information by using various tools on its website. This case settled on a class-wide basis in 2025, and preliminary approval is pending in the Court of Common Pleas in Philadelphia, Pennsylvania.

***Mrozinski, et al. v. Aspirus, Inc. (Wis. Cir. Ct., Marathon Cty.)***

Filed on behalf of all patients of Aspirus whose sensitive personal information was exposed to third parties without their knowledge or consent. Plaintiffs allege that Aspirus disclosed such sensitive personal information by using various tools on its website. This case settled on a class-wide basis in 2025, and preliminary approval was granted in the Circuit Court for Marathon County, Wisconsin in August 2025.

***Patterson v. Respondus, Inc., et al. (N.D. Ill.)***

Filed on behalf of all persons who took an exam using Respondus' online exam proctoring software, Respondus Monitor, in the state of Illinois. Plaintiffs allege that Respondus collects, uses, and discloses students' biometric identifiers and biometric information in violation of Illinois' Biometric Information Privacy Act. This case settled in 2023.

***Powell v. DePaul University (N.D. Ill.)***

Strauss Borrelli attorneys represented a class of DePaul University students located in the state of Illinois who were required to take exams using Respondus Monitor, which collects, uses, and discloses students' biometric identifiers and biometric information in violation of Illinois' Biometric Information Privacy Act. Plaintiff alleged that DePaul University collects students' biometric identifiers and biometric information without written consent and without legally compliant written public policies. This case settled in 2023.

## RIGHT OF PUBLICITY

### ***Nolen v. PeopleConnect, Inc., et al. (N.D. California)***

Filed on behalf of California residents against PeopleConnect alleging violations of California law that recognizes the intellectual property and privacy rights of individuals to control the commercial use of their names and likenesses. Plaintiffs allege that PeopleConnect violates these legal rights by using California residents' names and childhood photographs in advertisements promoting paid subscriptions to its website, classmates.com. The case is currently on appeal to the United States Court of Appeals for the Ninth Circuit.

### ***Boshears, et al. v. PeopleConnect, Inc., et al. (W.D. Wash.)***

Filed on behalf of Indiana residents against PeopleConnect alleging violations of Indiana's Right of Publicity Statute and Indiana's common law prohibiting misappropriation of a name or likeness. Plaintiffs allege that PeopleConnect violates these legal rights by using Indiana residents' personalities, including their names and childhood photographs, in advertisements promoting paid subscriptions to its website, classmates.com. The case is currently on appeal before the United States Court of Appeals for the Ninth Circuit.

### ***Sessa, et al. v. Ancestry.com Operations Inc., et al. (D. Nev.)***

Filed on behalf of Nevada residents against Ancestry.com alleging violations of Nevada's right to publicity statute, Nevada law prohibiting deceptive trade practice, Nevada common law protection against Intrusion upon Seclusion, and Nevada Unjust Enrichment law. Plaintiffs allege that Ancestry.com violates these legal rights by knowingly misappropriating the photographs, likenesses, names, and identities of Nevada residents for the commercial purpose of selling access to and advertising them in Ancestry.com products and services without their prior consent. The case is pending in the United States District Court for the District of Nevada.

### ***Martinez v. ZoomInfo Technologies Inc. (W.D. Wash.)***

Filed on behalf of California residents against ZoomInfo Technologies Inc. alleging violations of California law that recognizes the intellectual property and privacy rights of individuals to control the commercial use of their names and likenesses. Plaintiffs allege that ZoomInfo Technologies violates these legal rights by using California residents' names and person information in advertisements promoting paid subscriptions to its website, zoominfo.com, as well as selling access to their names and personal information as part of its products. This case settled in 2024.

***Gbeintor v. DemandBase, Inc., et al. (N.D. Cal.)***

Filed on behalf of California residents against DemandBase, Inc. and InsideView Technologies, Inc. alleging violations of California law that recognizes the intellectual property and privacy rights of individuals to control the commercial use of their names and likenesses. Plaintiffs allege that DemandBase and InsideView Technologies violate these legal rights by using California residents' names, likenesses, photographs, and personas in advertisements promoting paid subscriptions to its website, [insideview.com](https://www.insideview.com), without their consent. This case settled on a class-wide basis in 2024, and preliminary approval was granted in June 2025.

***Kellman, et al. v. Spokeo, Inc. (N.D. Cal.)***

Filed on behalf of California residents against Spokeo, Inc. alleging violations of California law that recognizes the intellectual property and privacy rights of individuals to control the commercial use of their names and likenesses. Plaintiffs allege that Spokeo violates these legal rights by using California residents' names, likenesses, photographs, and personas in advertisements promoting paid subscriptions to its website without their consent. The case is pending in the United States District Court for the Northern District of California.

## TELEPHONE CONSUMER PROTECTION ACT

***Evans v. American Power & Gas, LLC, et al. (S.D. Ohio)***

Filed on behalf of consumers who received automated solicitation telephone calls on their cellular telephones without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* The case settled on a class-wide basis for \$6,000,000, and final approval was granted in May 2019.

***Murray, et al. v. Grocery Delivery E-Services USA Inc. d/b/a Hello Fresh (D. Mass.)***

Filed on behalf of consumers who received automated solicitation telephone calls on their cellular and residential telephones without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* The case settled on a class-wide basis for \$14,000,000 in 2020. Final approval was granted in October 2021.

***Goodell, et al. v. Van Tuyl Group, LLC (D. Az.)***

Filed on behalf of consumers who received automated solicitation telephone calls on their cellular and residential telephones without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* This case settled in 2023.

***Doup v. Van Tuyl Group, LLC (N.D. Tex.)***

Filed on behalf of consumers who received solicitation telephone calls on their cellular and residential telephones that were listed on the National Do-Not-Call Registry, without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* This case settled in 2023.

***Dickson v. Direct Energy, LP, et al. (N.D. Ohio)***

Filed on behalf of consumers who received automated or prerecorded telemarketing telephone calls on their cellular telephones without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* This case is currently pending in the United States District Court for the Northern District of Ohio.

***Learned, et al. v. McClatchy Company, LLC (E.D. Cal.)***

Filed on behalf of consumers who received solicitation telephone calls on their cellular and residential telephones that were listed on the National Do-Not-Call Registry and/or who requested Defendant stop calling them, without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* This case settled in 2023.

***Rogers, et al. v. Assurance IQ, LLC, et al. (W.D. Wash.)***

Filed on behalf of consumers who received automated solicitation telephone calls on their cellular and residential telephones, some that were listed on the National Do-Not-Call Registry, without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* This case settled on a class-wide basis in 2024 for \$21,875,000, and final approval was granted in September 2024.

## Our Professionals

### SAMUEL J. STRAUSS

Samuel J. Strauss is a founding member of Strauss Borrelli PLLC. Mr. Strauss concentrates his practice in class action litigation with an emphasis on consumer protection and privacy issues. Mr. Strauss has a national practice and appears in federal courts across the country. Over the course of his career, Mr. Strauss has represented plaintiffs in cases which have resulted in the recovery of hundreds of millions of dollars for consumers.

Mr. Strauss received his J.D. with honors from the University of Washington School of Law in 2013. Prior to forming Strauss Borrelli in 2024, Mr. Strauss was a founding member of Turke & Strauss in 2016, in Madison, Wisconsin, where he successfully prosecuted complex class actions in federal and state courts.

Mr. Strauss is a member of bars of the states of Washington, Wisconsin, and Illinois and has been admitted to practice in the United States District Court for the Western District of Washington, United States District Court for the Eastern District of Washington, United States District Court for the Western District of Wisconsin, the United States District Court for the Eastern District of Wisconsin, the United States District Court for the Northern District of Illinois, the United States District Court for the Eastern District of Michigan, and the United States Court of Appeals for the Ninth Circuit.

In recent years, Mr. Strauss has been actively involved in a number of complex class action matters in state and federal courts including:

- *Doe, et al. v. HSCGP, LLC*, No. 23C2513 (Tenn. Cir. Ct., Davidson Cnty.)
- *Ma v. Nike, Inc.*, No. 25-cv-01235 (W.D. Wash.)
- *Agnew, et al. v. Macy's Retail Holdings, LLC*, No. 25-cv-02006 (W.D. Wash.)
- *Liss, et al. v. Skechers U.S.A. Inc.*, No. 25-cv-05861 (W.D. Wash.)
- *Hutton v. Papa John's USA, Inc., et al.*, 25-cv-01922 (W.D. Wash.)
- *Shahpur, et al. v. Ulta Salon, Cosmetics & Fragrance, Inc.*, No. 25-cv-00284 (E.D. Wash.)
- *Daum, et al. v. K & B Surgical Center, LLC*, No. 21STCV41347 (Cal. Sup. Ct., Los Angeles Cty.)
- *Reetz v. Advocate Aurora Health, Inc.*, No. 20CV2361 (Wis. Cir. Ct., Branch 22, Milwaukee Cty.)
- *Goetz v. Benefit Recovery Specialists, Inc.*, No. 2020CV000550 (Wis. Cir. Ct.,

Walworth Cty.)

- *Joyner v. Behavioral Health Network, Inc.*, No. 2079CV00629 (Mass. Sup. Ct., Hampden Cty.)
- *In re BJC Healthcare Data Breach Litigation*, No. 2022-CC09492 (Mo. Cir. Ct., St. Louis City)
- *Baldwin, et al. v. National Western Life Insurance Company*, No. 2:21-cv-04066 (W.D. Mo.)
- *Pryor v. Eastern Bank*, No. 1984CV03467-BLS1 (Mass. Sup. Ct., Suffolk Cty.)
- *Murray v. Grocery Delivery E-Services USA Inc. d/b/a Hello Fresh*, No. 19-cv-12608 (D. Mass.)
- *Baldwin v. Miracle-Ear, Inc.*, No. 20-cv-01502 (D. Minn.)
- *Goodell v. Van Tuyl Group, LLC*, No. 20-cv-01657 (D. Az.)
- *Weister v. Vantage Point AI, LLC*, No. 21-cv-01250 (M.D. Fla.)
- *Lang v. Colonial Penn Life Insurance Company*, No. 21-cv-00165 (N.D. Fla.)
- *Mackey v. PeopleConnect, Inc.*, No. 1:22-cv-00342 (N.D. Ill.)
- *Sessa v. Ancestry.com Operations Inc., et al.*, No. 2:20-cv-02292 (D. Nev.)
- *Boshears v. PeopleConnect, Inc.*, No. 21-cv-01222 (W.D. Wash.)
- *Braundmeier v. Ancestry.com Operations, Inc.*, No. 1:20-cv-07390 (N.D. Ill.)
- *Martinez v. ZoomInfo Technologies Inc.*, No. 21-cv-05725 (W.D. Wash.)
- *Uhhariet v. MyLife.com, Inc.*, No. 21-cv-08229 (N.D. Cal.)
- *Kellman v. Spokeo, Inc.*, No. 21-cv-08976 (N.D. Cal.)
- *Patterson v. Respondus, Inc.*, No. 20-cv-07692 (N.D. Ill.)
- *Bridges v. Respondus, Inc.*, No. 21-cv-01785 (N.D. Ill.)
- *Hudock v. LG Electronics USA, Inc.*, No. 16-cv-1220 (D. Minn.)
- *Crawford v. FCA US LLC*, No. 20-cv-12341 (E.D. Mich.)
- *Klaehn, et al. v. Cali Bamboo, LLC*, No. 19-cv-01498 (S.D. Cal.)
- *Jones v. Monsanto Company*, No. 19-cv-00102 (W.D. Mo.)
- *Dickson v. Direct Energy, LP, et al.*, No. 18-cv-00182 (N.D. Ohio)
- *Rolland v. Spark Energy, LLC*, Case. No. 17-cv-02680 (D.N.J.)
- *Evans v. American Power & Gas, LLC*, No. 17-cv-00515 (S.D. Ohio)
- *Fowler v. Wells Fargo Bank, N.A.*, No. 17-cv-02092 (N.D. Cal.)

## RAINA C. BORRELLI

Raina C. Borrelli is a founding member of Strauss Borrelli PLLC. Ms. Borrelli's practice focuses on complex class action litigation, including data privacy, Telephone Consumer Protection Act ("TCPA"), false advertising, and consumer protection cases in both state and federal courts around the country. Ms. Borrelli has served as lead, co-lead, and class counsel in numerous national class actions, including multi-district litigation. Additionally, Ms. Borrelli has substantial experience leading discovery teams in these complex class action matters, as well as in working with class damages experts and class damages models in consumer protection cases.

Ms. Borrelli received her J.D. *magna cum laude* from the University of Minnesota Law School in 2011. Prior to founding Strauss Borrelli, Ms. Borrelli was a partner at Gustafson Gluek, where she successfully prosecuted complex class actions in federal and state courts. Ms. Borrelli is an active member of the Minnesota Women's Lawyers and the Federal Bar Association, where she has assisted in the representation of *pro se* litigants through the *Pro Se* Project. Ms. Borrelli has repeatedly been named to the annual Minnesota "Rising Star" Super Lawyers list (2014-2021) by SuperLawyers Magazine. She has also been repeatedly certified as a North Star Lawyer by the Minnesota State Bar Association (2012-2015; 2018-2020) for providing a minimum of 50 hours of *pro bono* legal services.

Ms. Borrelli is a member of the Minnesota State Bar Association and has been admitted to practice in the United States District Court for the District of Minnesota, the United States District Court for the Eastern District of Wisconsin, the United States District Court for the Eastern District of Michigan, the United States District Court for the Northern District of Illinois, and the United States Court of Appeals for the Tenth Circuit.

In recent years, Ms. Borrelli has been appointed to leadership positions in a number of data privacy cases, including *In re Netgain Technology, LLC Consumer Data Breach Litigation*, No. 21-cv-01210 (D. Minn.) (Interim Executive Committee); *Dusterhoff, et al. v. OneTouchPoint Corp.*, No. 2:22-cv-00882 (E.D. Wisc.) (Plaintiffs' Steering Committee); *In re Lincare Holdings Inc. Data Breach Litigation*, No. 8:22-cv-01472 (M.D. Fl.) (Interim Executive Leadership Committee); *Forslund v. R.R. Donnelley & Sons Company*, No. 1:22-cv-04260 (N.D. Ill.) (interim co-lead counsel); *Medina v. PracticeMax Incorporated*, No. 2:22-cv-0126 (D. Az.) (Executive Leadership Committee); *In re C.R. England, Inc. Data Breach Litig.*, No. 2:22-cv-00374 (interim co-lead counsel); *Doe, et al. v. Knox College, Inc.*, No. 4:23-cv-04012 (C.D. Ill.) (co-lead counsel); and *In re OakBend Medical Center Data*

*Breach Litigation*, No. 4:22-cv-03740 (S.D. Tex.) (interim co-lead counsel). Ms. Borrelli has been substantially involved in a number of complex class action matters in state and federal courts including:

- *Liss, et al. v. Lenovo (United States) Inc.*, No. 25-cv-01663 (W.D. Wash.)
- *Jackson v. Hanesbrands, Inc.*, No. 25-cv-00440 (E.D. Wash.)
- *Hutton, et al. v. PODS Enterprises, LLC*, No. 25-cv-02025 (W.D. Wash.)
- *Haley v. Tommy Bahama Group, Inc.*, No. 25-cv-01969 (W.D. Wash.)
- *Bajwa v. National Automotive Parts Association, LLC*, No. 25-cv-02280 (W.D. Wash.)
- *Doe, et al. v. HSCGP, LLC*, No. 23C2513 (Tenn. Cir. Ct., Davidson Cnty.)
- *Daum, et al. v. K & B Surgical Center, LLC*, No. 21STCV41347 (Cal. Sup. Ct., Los Angeles Cty.)
- *Grogan v. McGrath RentCorp*, No. 3:22-cv-00490 (N.D. Cal.)
- *Benedetto, et al. v. Southeastern Pennsylvania Transportation Authority*, No. 210201425 (C.C.P. Phila.)
- *Reetz v. Advocate Aurora Health, Inc.*, No. 20CV2361 (Wis. Cir. Ct., Branch 22, Milwaukee Cty.)
- *Goetz v. Benefit Recovery Specialists, Inc.*, No. 2020CV000550 (Wis. Cir. Ct., Walworth Cty.)
- *Reese v. Teen Challenge Training Center, Inc.*, No. 00093 (C.C.P. Phila.)
- *Lhota v. Michigan Avenue Immediate Care, S.C.*, No. 2022CH06616 (Ill. Cir. Ct., Cook Cty.)
- *Johnson, et al. v. Yuma Regional Medical Center*, No. 2:22-cv-01061 (D. Az.)
- *Baldwin v. Miracle-Ear, Inc.*, No. 20-cv-01502 (D. Minn.)
- *Murray, et al. v. Grocery Delivery E-Services USA Inc. d/b/a Hello Fresh*, No. 1:19-cv-12608 (D. Mass.)
- *Goodell v. Van Tuyl Group, LLC*, No. 20-cv-01657 (D. Az.)
- *Learned, et al. v. McClatchy Company LLC*, No. 2:21-cv-01960 (E.D. Cal.)
- *Lang v. Colonial Penn Life Insurance Company*, No. 21-cv-00165 (N.D. Fla.)
- *Martinez v. ZoomInfo Technologies Inc.*, No. 21-cv-05725 (W.D. Wash.)
- *Abraham, et al. v. PeopleConnect, Inc.*, No. 3:20-cv-09203 (N.D. Cal.)
- *Boshears v. PeopleConnect, Inc.*, No. 21-cv-01222 (W.D. Wash.)
- *Mackey v. PeopleConnect, Inc.*, No. 1:22-cv-00342 (N.D. Ill.)
- *Sessa v. Ancestry.com Operations Inc., et al.*, No. 2:20-cv-02292 (D. Nev.)
- *Braundmeier v. Ancestry.com Operations, Inc.*, No. 1:20-cv-07390 (N.D. Ill.)
- *DeBose v. Dun & Bradstreet Holdings, Inc.*, No. 2:22-cv-00209 (D.N.J.)
- *Gbeintor, et al. v. DemandBase, Inc., et al.*, No. 3:21-cv-09470 (N.D. Cal.)
- *Spindler v. Seamless Contacts Inc.*, No. 4:22-cv-00787 (N.D. Cal.)
- *Kellman, et al. v. Spokeo, Inc.*, No. 3:21-cv-08976 (N.D. Cal.)

- *Spindler, et al. v. General Motors LLC*, No. 3:21-cv-09311 (N.D. Cal.)
- *Hudock v. LG Electronics USA, Inc.*, No. 16-cv-1220 (JRT/KMM) (D. Minn.)
- *Patterson v. Respondus, Inc.*, No. 1:20-cv-07692 (N.D. Ill.)
- *Fee v. Illinois Institute of Technology*, No. 1:21-cv-02512 (N.D. Ill.)
- *Harvey v. Resurrection University*, No. 1:21-cv-03203 (N.D. Ill.)
- *In re FCA Monostable Gearshifts Litig.*, No. 16-md-02744 (E.D. Mich.)
- *Zeiger v. WellPet LLC*, No. 17-cv-04056 (N.D. Cal.)
- *Wyoming v. Procter & Gamble*, No. 15-cv-2101 (D. Minn.)
- *In re Big Heart Pet Brands Litig.*, No. 18-cv-00861 (N.D. Cal.)
- *Sullivan v. Fluidmaster*, No. 14-cv-05696 (N.D. Ill.)
- *Rice v. Electrolux Home Prod., Inc.*, No. 15-cv-00371 (M.D. Pa.)
- *Gorzynski v. Electrolux Home Products, Inc.*, No. 18-cv-10661 (D.N.J.)
- *Reitman v. Champion Petfoods*, No. 18-cv-1736 (C.D. Cal.)
- *Reynolds, et al., v. FCA US, LLC*, No. 19-cv-11745 (E.D. Mich.).

## CASSANDRA MILLER

Cassandra Miller is a partner at Strauss Borrelli PLLC whose practice focuses on complex class action litigation, including consumer protection, privacy, data breaches, and product liability. Ms. Miller is adept at navigating the intricate legal landscapes of both state and federal courts across the nation. Additionally, Ms. Miller has substantial experience leading teams in these complex class action matters.

Ms. Miller received her J.D. *magna cum laude* from the University of Illinois Chicago School of Law in 2006. Prior to joining Strauss Borrelli, Ms. Miller was a managing partner at Edelman Combs Lattuner & Goodwin, LLC. There, Ms. Miller handled a wide range of consumer protection claims under key statutes such as the Fair Credit Reporting Act (FCRA), Fair Debt Collection Practices Act (FDCPA), Uniform Commercial Code (UCC), Telephone Consumer Protection Act (TCPA), and Truth in Lending Act (TILA), as well as the Illinois Consumer Fraud and Deceptive Practices Act (ICFA), alongside related state and federal consumer statutes.

Ms. Miller is a member of the Illinois State Bar Association and has been admitted to practice in the United States District Court for the Northern District of Illinois, the United States District Court for the Central District of Illinois, the United States District Court for the Southern District of Indiana, the United States District Court for the Northern District of Indiana, and the United States Court of Appeals for the Seventh Circuit.

Ms. Miller has been substantially involved in a number of complex class action matters in state and federal courts including:

- *Pietras v. Sentry*, 513 F. Supp. 2d 983 (N.D. Ill. 2007)
- *Hernandez v. Midland Credit Mgmt.*, 2007 U.S. Dist. LEXIS 16054 (N.D. Ill. 2007)
- *Balogun v. Midland Credit Mgmt.*, 2007 U.S. Dist. LEXIS 74845 (S.D. Ind. 2007)
- *Miller v. Midland Credit Mgmt.*, 2009 U.S. Dist. LEXIS 18518 (N.D. Ill. 2009)
- *American Family Mutual Ins. Co. V. CMA Mortgage, Inc.*, 2008 U.S. Dist. LEXIS 30233 (S.D. Ind. 2008)
- *Herkert v. MRC Receivables Corp.*, 254 F.R.D. 344 (N.D. Ill. 2008)
- *Walker v. Calusa Investments, LLC*, 244 F.R.D. 502 (S.D. Ind. 2007)
- *Frydman v. Portfolio Recovery Associates, LLC*, 2011 U.S. Dist. LEXIS 69502 (N.D. Ill. 2011)
- *Webb v. Midland Credit Mgmt.*, 2012 U.S. Dist. LEXIS 80006 (N.D. Ill. May 31,

2012)

- *Tabiti v. LVNV Funding, LLC*, 2017 U.S. Dist. LEXIS 5932 (N.D. Ill. Jan. 17, 2017), reconsideration denied, 2017 U.S. Dist. LEXIS 238583 (N.D. Ill., May 16, 2017)
- *Wheeler v. Midland Funding LLC*, 2020 U.S. Dist. LEXIS 52409 (N.D. Ill. July 31, 2017),
- *Magee v. Portfolio Recovery Assocs.*, 2016 U.S. Dist. LEXIS 61389 (N.D. Ill. May 9, 2016), reconsideration denied, 2016 U.S. Dist. LEXIS 123573 (N.D. Ill. Sept. 13, 2016)

## BRITTANY RESCH

Brittany Resch is a partner at Strauss Borrelli PLLC. Ms. Resch's practice focuses on complex class action litigation, including data breach, privacy, Telephone Consumer Protection Act ("TCPA"), false advertising, and consumer protection cases in both state and federal courts around the country. Since 2022, Ms. Resch has served as an adjunct professor at the University of Minnesota Law School teaching a seminar on e-Discovery.

Ms. Resch received her J.D. from the University of Minnesota Law School in 2015, after which she clerked for the Honorable Richard H. Kyle, Senior United States District Judge for the District of Minnesota. Prior to joining Strauss Borrelli PLLC, Ms. Resch was an associate at Gustafson Gluek, where she prosecuted complex antitrust, consumer protection, and civil rights class actions in federal and state courts. Ms. Resch was named one of the Attorneys of the Year in 2019 by Minnesota Lawyer for her work representing a pro se litigant in federal court through the Pro Se Project. Ms. Resch was also named a Rising Star in 2020 and 2021 and a 2021 Up & Coming Attorney by Minnesota Lawyer.

Ms. Resch has been an active member in the Federal Bar Association for a decade, holding various leadership and committee positions. Ms. Resch also assists in the representation of pro se litigants through the District of Minnesota Federal Bar Association's Pro Se Project. Ms. Resch is also an active member of Minnesota Women Lawyers. Ms. Resch has also been certified as a North Star Lawyer by the Minnesota State Bar Association for providing a minimum of 50 hours of pro bono legal services (2023, 2021, 2020, 2019).

Ms. Resch is a member of the Minnesota State Bar Association and has been admitted to practice in the United States District Court for the District of Minnesota and the United States District Court for the Northern District of Illinois.

Ms. Resch recently has significant experience in data privacy litigation and is currently litigating more than fifty data breach cases in courts around the country as counsel on behalf of millions of data breach victims, including *McKittrick v. Allwell Behavioral Health Services*, Case No. CH-2022-0174 (Muskingum County, Ohio) (appointed class counsel for settlement purposes); *Hall v. Centerspace, LP*, Case No. 22-cv-2028 (D. Minn.); *Morrison v. Entrust Corp., et al.*, Case No. 23-cv-415 (D. Minn.); *Batchelor v. MacMillan, et al.*, Case No. 157072/2023 (New York County, NY); *Tribbia, et al., v. Hanchett Paper Company*, Case No. 2022 CH 3677 (Cook County, IL); *Benedetto v. Southeastern Pennsylvania Transportation*

*Authority*, No. 210201425 (C.C.P. Phila.); *Corra, et al. v. ACTS Retirement Services, Inc.*, No. 2:22-cv-02917 (E.D. Pa.); *Lamie, et al. v. LendingTree, LLC*, No. 3:22-cv-00307 (W.D.N.C); and *In re Lincare Holdings Inc. Data Breach Litigation*, No. 8:22-cv-01472 (M.D. Fl.). Additionally, in recent years, Ms. Resch has been substantially involved in a number of complex class action matters in state and federal courts including:

- *Emmrich v. General Motors LLC*, No. 21-cv-05990 (N.D. Ill.)
- *Spindler v. General Motors LLC*, No. 21-cv-09311 (N.D. Cal.)
- *DeBose v. Dun & Bradstreet Holdings, Inc.*, No. 2:22-cv-00209 (D.N.J.)
- *Gbeintor, et al. v. DemandBase, Inc., et al.*, No. 3:21-cv-09470 (N.D. Cal.)
- *Kellman, et al. v. Spokeo, Inc.*, No. 3:21-cv-08976 (N.D. Cal.)
- *Kis v. Cognism Inc.*, No. 4:22-cv-05322 (N.D. Cal.)
- *Benanav, et al. v. Healthy Paws Pet Insurance, LLC*, No. 2:20-cv-00421-RSM (W.D. Wash.)
- *Martinez v. ZoomInfo Technologies Inc.*, No. 21-cv-05725 (W.D. Wash.)
- *Abraham, et al. v. PeopleConnect, Inc.*, No. 3:20-cv-09203 (N.D. Cal.)
- *Boshears v. PeopleConnect, Inc.*, No. 21-cv-01222 (W.D. Wash.)
- *Mackey v. PeopleConnect, Inc.*, No. 1:22-cv-00342 (N.D. Ill.)
- *Sessa v. Ancestry.com Operations Inc., et al.*, No. 2:20-cv-02292 (D. Nev.)
- *Braundmeier v. Ancestry.com Operations, Inc.*, No. 1:20-cv-07390 (N.D. Ill.)
- *Spindler v. Seamless Contacts Inc.*, No. 4:22-cv-00787 (N.D. Cal.)
- *Uhhariet v. MyLife.com, Inc.*, No. 21-cv-08229 (N.D. Cal.)
- *Patterson v. Respondus University, et al.*, No. 1:20-cv-07692 (N.D. Ill.)
- *Bridges v. Respondus University, et al.*, No. 1:21-cv-01785 (N.D. Ill.)
- *In re Broiler Chicken Antitrust Litigation*, No. 16-cv-08637 (N.D. Ill.)
- *In re Pork Antitrust Litigation*, No. 21-md-02998 (D. Minn.)
- *Hudock v. LG Electronics USA, Inc.*, No. 16-cv-1220 (JRT/KMM) (D. Minn.)
- *In re Asacol Antitrust Litigation*, No. 15-cv-12730 (D. Mass.)

## ALEX S. PHILLIPS

Alex Phillips is a partner at Strauss Borrelli PLLC. Mr. Phillips concentrates his practice in complex class action litigation and commercial litigation. He has represented both plaintiffs and defendants in high stakes litigation. Mr. Phillips has successfully obtained trial verdicts on behalf of his clients as well as negotiated numerous high-value settlements.

Mr. Phillips received his J.D. from the University of Wisconsin School of Law in 2017 and has been an active member of the Wisconsin State Bar as well as the Dane, Jefferson, and Dodge County Bar Associations.

In recent years, Mr. Phillips has been involved in a number of complex class action matters in state and federal courts including:

- *Benedetto v. Southeastern Pennsylvania Transportation Authority*, No. 210201425 (C.C.P. Phila.)
- *Grogan v. McGrath RentCorp*, No. 3:22-cv-00490 (N.D. Cal.)
- *Koeller, et al. v. Numrich Gun Parts Corporation*, No. 1:22-cv-00675 (S.D.N.Y.)
- *Mayhood v. Wilkins Recreational Vehicles, Inc.*, No. E2022-0701 (N.Y. Sup. Ct., Steuben Cty.)
- *Perkins v. WelldyneRx, LLC*, No. 8:22-cv-02051 (M.D. Fla.)
- *Batis v. Dun & Bradstreet Holdings, Inc.*, No. 3:22-cv-09124 (N.D. Cal.)
- *Sessa v. Ancestry.com Operations Inc., et al.*, No. 2:20-cv-02292 (D. Nev.)
- *Ambramson v. First American Home Warranty Corporation*, No. 2:22-cv-01003 (W.D. Pa.)
- *DeVivo v. Sovereign Lending Group Incorporated*, No. 3:22-cv-05254 (W.D. Wash.)
- *Murray, et al. v. Grocery Delivery E-Services USA Inc. d/b/a Hello Fresh*, No. 1:19-cv-12608 (D. Mass.)
- *Spindler v. General Motors LLC*, No. 21-cv-09311 (N.D. Cal.)
- *Kellman v. Spokeo, Inc.*, No. 21-cv-08976 (N.D. Cal.)
- *Reetz v. Advocate Aurora Health, Inc.*, No. 20CV2361 (Wis. Cir. Ct., Branch 22, Milwaukee Cty.)
- *Goetz v. Benefit Recovery Specialists, Inc.*, No. 2020CV000550 (Wis. Cir. Ct., Walworth Cty.)
- *Hudock v. LG Electronics USA, Inc.*, No. 16-cv-1220 (D. Minn.)
- *Dickson v. Direct Energy, LP, et al.*, No. 18-cv-00182 (N.D. Ohio)
- *Benanav. v. Healthy Paws Pet Insurance, LLC*, No. 20-cv-00421 (W.D. Wash.)
- *Klaehn, et al. v. Cali Bamboo, LLC, et al.*, No. 19-cv-01498 (S.D. Cal.)

## CARLY ROMAN

Carly Roman is an attorney at Strauss Borrelli PLLC. Ms. Roman's practice focuses on complex class action litigation, including consumer protection, data breach, privacy, and Telephone Consumer Protection Act ("TCPA") cases in state and federal courts. Additionally, Ms. Roman has substantial experience advocating for consumers under California's Unfair Competition Law, the Consumers Legal Remedies Act, and the Song-Beverly Warranty Act.

Ms. Roman received her J.D. from the University of New Hampshire School of Law with High Honors. Prior to joining Strauss Borrelli, Ms. Roman honed her skills at a prominent consumer protection firm in California as well as in Chicago at one of the leading firms specializing in class actions and consumer rights. There, Ms. Roman litigated a variety of state and federal claims, including claims brought under the Fair Credit Reporting Act (FCRA), Magnuson-Moss Warranty Act, Telephone Consumer Protection Act (TCPA), and Truth in Lending Act (TILA), as well as the Illinois Consumer Fraud and Deceptive Practices Act (ICFA).

Ms. Roman is a member of the Illinois State Bar Association and The State Bar of California. Recently, Ms. Roman was appointed interim co-lead class counsel in *Orrantia, et al. v. S.V.D.P. Management, Inc.*, No. 25CU048774C (Cal. Sup. Ct., San Diego Cty.). Her recent experience also involves substantial responsibility in a number of complex class action matters in state and federal courts including:

- *Doe v. SSK Plastic Surgery*, 30-2025-01467755 (Cal. Sup. Ct., Orange Cty.)
- *Doe v. Jaime S. Schwartz MD PC*, 25STCV07155 (Cal. Sup. Ct., Los Angeles Cty.), removed, No. 2:25-cv-03393 (C.D. Cal.)
- *Cole v. Solairus Aviation LLC*, No. 3:25-cv-03035 (N.D. Cal.)
- *Dean, et al., v. New York Blood Center, Inc., et al.* No. 25-cv-01051 (S.D.N.Y.)
- *In re: DISA Global Data Breach Litigation*, No. 4:25-cv-00821 (S.D. Tex.)
- *Kelly v. Insomniac Games*, No. 24-CIV-05793 (Cal. Sup. Ct., San Mateo Cty.)
- *Palanti v. Lawble Inc., et al.*, No. 2023CH02120 (Ill. Cir. Ct., Cook Cty.), removed, No. 1:23-cv-02365 (N.D. Ill.)
- *Tamburo v. Hyundai Motor America (Corporation), et al.*, No. 1:23-cv-282 (N.D. Ill.)
- *Mirabile v. Bank of America, N.A.*, No. 1:23-cv-01719 (N.D. Ill.)
- *Fleury v. General Motors, LLC*, No. 1:22-cv-03862 (N.D. Ill.)
- *Rocio v. Mod Super Fast Pizza, LLC*, No. 1:21-cv-00507 (N.D. Ill.)
- *Abruscato, et al. v. Wells Fargo, et al.*, No. 1:21-cv-00012 (N.D. Ill.)
- *Avery v. Cvi Sgp-Co Acquisition Trust, et al.*, No. 1:20-cv-06965 (N.D. Ill.)

## ANDREW G. GUNEM

Andrew Gunem is an attorney at Strauss Borrelli PLLC. He focuses on complex class action litigation—including consumer protection, data breach, privacy, and Telephone Consumer Protection Act (“TCPA”)—in federal and state courts across the country.

Mr. Gunem graduated *cum laude* from the University of Wisconsin Law School—where he was a Managing Editor of the Wisconsin Law Review, earned a full-tuition “Law-in-Action” scholarship, and was awarded “Best Performance” in Complex Litigation. He received his bachelor’s degree from the University of California, Berkeley. Mr. Gunem has written articles about developing areas of law—which have been published by Law360.com (as “Expert Analysis”) and by the Litigation Section of the State Bar of Wisconsin.

Mr. Gunem is admitted to practice in California and Wisconsin. He is also admitted to the United States District Courts for the Northern District of California, Eastern District of California, Central District of California, Southern District of California, Eastern District of Wisconsin, Western District of Wisconsin, and the District of Colorado.

Recently, Mr. Gunem was appointed co-lead class counsel in *Gregerson v. Toshiba America Business Solutions, Inc.*, No. 8:24-cv-01201-FWS-ADS (C.D. Cal. April 17, 2025). His recent experience also includes substantial responsibility in the following cases:

- *Anderson v. STS Aviation Group, LLC*, No. 2:24-cv-14201-SMM (S.D. Fla.)
- *Dribben, et al., v. Homefix Custom Remodeling Corp.*, No. 1:22-cv-01143-SAG (D. Md.)
- *Koeller v. Diamanti, Inc.*, No. 22SL-CC04040 (Mo. Cir. Ct., St. Louis Cty.)
- *Pan v. Atlas Real Estate Group, LLC*, No. 1:23-cv-00910-DDD-KAS (D. Colo.)
- *Harvey v. National Amusements Inc.*, No. 1:24-cv-10027-GAO (D. Mass.)
- *Stern v. Academy Mortgage Corporation*, No. 2:24-cv-00015-DBB-DAO (D. Utah)
- *Ansar v. The Gill Corporation*, No. 2:24-cv-08875-MEMF-PD (C.D. Cal.)
- *Jimenez v. OE Federal Credit Union*, No. 4:24-cv-02746-JST (N.D. Cal.)
- *Viviali v. One Point HR Solutions, LLC*, No. 2:24-cv-00185-DCR (E.D. Ky.)
- *Parihar v. MIPS Holding, Inc.*, No. 24CV448267 (Cal. Sup. Ct., Santa Clara Cty.)

- *Davenport v. LA Financial Federal Credit Union*, No. 24STCV24021 (Cal. Sup. Ct., Los Angeles Cty.)
- *Leavitt v. International Brotherhood of Electrical Workers Local No. 1*, No. 4:24-cv-01148-HEA (E.D. Mo.)
- *Hasanat v. Mana Products Inc.*, No. 710156/2024 (Queens County, New York)
- *Bolanos v. Crossroads Equipment Lease & Finance, LLC*, No. 5:24-cv-00552-JGB-SP (C.D. Cal.)
- *Doe v. Conceptions Reproductive Associates, Inc.*, No. 1:25-cv-00009-NYW-CYC (D. Colo.)
- *Hulewat v. Medical Management Resource Group LLC, et al.*, No. 2:24-cv-00377-DJH (D. Ariz.)
- *Currie v. Joy Cone Co.*, No. 2:23-cv-00764-CCW (W.D. Pa.)
- *In re: Mondelēz Data Breach Litigation*, No. 1:23-cv-03999 (N.D. Ill.)
- *Byrd v. True World Holdings, LLC*, No. 2:24-cv-10927-JKA-JSA (D.N.J.)
- *Hollis v. eXp Realty, LLC, et al.*, No. 2:25-cv-00822-JLR (W.D. Wash.)



## FIRM RÉSUMÉ

Pittman, Dutton, Hellums, Bradley & Mann P.C. (“PDHBM”) attorneys have been representing individuals, consumers, and small businesses in complex civil litigation for over 35 years. Founded in 1986 as a boutique civil litigation trial firm, PDHBM has been named one of the “Most Prolific Trial Law Firms in Alabama,” according to the Alabama Jury Verdict Reporter. PDHBM lawyers have achieved remarkable results and are constantly recognized by national and state organizations, publications, and their peers as among the most successful and experienced courtroom lawyers in the country.

Based in Birmingham, Alabama, PDHBM and its attorneys have litigated cases in every Alabama circuit court, all Alabama federal courts, and routinely represent clients across the country. PDHBM lawyers specialize in complex litigation and possess a wide range of expertise across many different practice areas and case types. PDHBM lawyers have experience successfully handling mass torts, class actions, commercial disputes, catastrophic injury, and wrongful death cases. Additionally, PDHBM lawyers litigate products liability, pharmaceutical drug, medical device, antitrust, data privacy, medical malpractice, insurance fraud, breach of contract, bad faith, securities fraud, and statutory violation-based claims.

PDHBM has recovered over \$1 billion for thousands of individual clients, hundreds of which resulted in verdicts and settlements exceeding \$1 million. PDHBM attorneys have also played critical roles in multidistrict litigations (MDLs) and class actions in which recoveries have exceeded over \$10 billion for consumers and small businesses.

Over the past decade, federal and state judges have trusted PDHBM lawyers and appointed them to various leadership positions in MDLs and class actions, including co-lead counsel, liaison counsel, and plaintiff steering and common benefit committees. PDHBM lawyers have also worked closely with judges, special masters, and third-party vendors in the settlement implementation and administration phase of MDLs and class actions.

PDHBM and its lawyers have consistently been recognized by numerous national organizations, publications and their peers as among the most successful and experienced courtroom lawyers in the country. These include U.S. News Best Law Firms in America, The Best Lawyers in America, SuperLawyers, Top Ranked Law Firms by Martindale-Hubbell, American College of Trial Lawyers, American Board of Trial Advocates, Martindale-Hubbell’s AV Preeminent Peer Review Rated, and Million Dollar Advocates Forum.



**PITTMAN DUTTON  
HELLUMS BRADLEY  
— & MANN, P.C. —**

ATTORNEYS AT LAW

**REPRESENTATIVE LEADERSHIP EXPERIENCE IN  
MULTIDISTRICT LITIGATIONS (MDLs) AND CLASS ACTIONS**

**Class Actions**

- MDL 2406 *In re Blue Cross Blue Shield Antitrust Litigation* (Local Facilitating Counsel and Plaintiffs' Steering Committee for over 100 million subscriber plaintiffs which resulted in a \$2.67 billion settlement)
- *Sullen, et al. v. Vivint, Inc.*, Circuit Court, Jefferson County, Alabama, Case No. 01-cv-2023-903893.00 (Settlement Class Counsel representing consumers of Fair Credit Reporting Act Violations resulting in a \$9.75 million settlement)
- *In re Municipal Parking Services, Inc. DPPA Litigation*, Case No. 3:24-cv-320-TKW-HTC (N.D. Fla.) (Interim Co-Lead Class Counsel in Drivers Privacy Protection Act case)

**Product Liability MDLs**

- MDL 2885 *In re 3M Combat Arms Earplug Products Liability Litigation* (Common Benefit Fund Committee)
- MDL 2885 *In re 3M Combat Arms Earplug Products Liability Litigation* (Settlement Implementation and Administration Committee)

**Medical Device MDLs**

- MDL 2441 *In re Stryker Rejuvenate and ABG II Hip Implant Products Liability Litigation* (Plaintiffs' Steering Committee)
- MDL 2846 *In re Davol, Inc./C.R. Bard, Inc. Polypropylene Hernia Mesh Products Liability Litigation* (Plaintiffs' Steering Committee)
- MDL 2974 *In re Paragard IUD Products Liability Litigation* (Plaintiffs' Steering Committee)

**Pharmaceutical Drug MDLs**

- MDL 2374 *In re Abilify (Aripirazole) Products Liability Litigation* (Plaintiffs' Steering Committee)
- MDL 2875 *In re Valsartan Products Liability Litigation* (Plaintiffs' Steering Committee)
- MDL 3140 *In re Depo-Provera (Depot Medroxyprogesterone Acetate) Products Liability Litigation* (Plaintiffs' Executive Committee)
- MDL 3140 *In re Depo-Provera (Depot Medroxyprogesterone Acetate) Products Liability Litigation* (Plaintiffs' Steering Committee)



**PITTMAN DUTTON  
HELLUMS BRADLEY  
— & MANN, P.C. —**

ATTORNEYS AT LAW

### **Data Privacy Class Actions**

- *Nadeau, et al. v. Onsite Mammography, LLC d/b/a Onsite Womens Health*, Case No. 3:25-cv-11123-MGM (D. Mass.) (Interim Co-Lead Class Counsel)
- *In re Christie's Data Breach Litigation*, Case No. 23-cv-221-JMF (S.D.N.Y.) (Co-Lead Class Counsel)
- MDL 3126 *In re Snowflake, Inc. Data Security Breach Litigation* (Co-Lead of Financial Institutions Spoke)
- *In re Set Forth Data Security Litigation*, Case No. 1:24-cv-11688 (N.D. Ill.) (Plaintiffs' Steering Committee)
- *In re Marquis Software Solutions, Inc. Data Breach Litigation*, Case No. 4:25-cv-01277-ALM (E.D. Tex.) (Plaintiffs' Executive Committee)
- *In re CNHI Data Breach Litigation*, Case No. 2:25-cv-980-RAH (M.D. Ala.) (Interim Liaison Counsel)
- *In re Jack's Family Restaurants, LP Data Breach Litigation*, Case No. 2:25-cv-01861-LCB (N.D. Ala.) (Interim Liaison Class Counsel)
- *In re Methodist Home Care Data Incident Litigation*, Circuit Court, Jefferson Cty., Ala., Case No. 01-cv-2025-904388 (Interim Co-Lead Class Counsel)
- *Lodico, et al. v. Bradford Health Services, LLC*, Circuit Court, Jefferson Cty., Ala., Case No. 01-cv-2025-902264 (Interim Co-Lead Class Counsel)
- *In re Neurological Institute of Savannah Data Breach Litigation*, Superior Court, Chatham Cty., Ga., Case No. SPCV25-00806-ST (Interim Co-Lead Class Counsel)
- *In re Bluewater Healthcare Network, d/b/a Aspire Rural Health System Data Breach Litigation*, Superior Court, Sanilac Cty., Mi., Case No. 2025-41042-CZ (Interim Co-Lead Class Counsel)
- *In re Alabama Ophthalmology Associates Data Breach Litigation*, Circuit Court, Jefferson Cty., Ala., Case No. 01-cv-2025-901488.00 (Interim Co-Lead Class Counsel)
- *In re AOD Federal Credit Union Data Breach Litigation*, Circuit Court, Calhoun Cty., Ala., Case No. 11-cv-2025-900178.00 (Interim Co-Lead Class Counsel)
- *In re Heritage South Credit Union Data Breach Litigation*, Circuit Court, Talladega Cty., Ala., Case No. 61-cv-2025-900175.00 (Liaison Counsel)
- *In re Municipal Parking Services, Inc. DPPA Litigation*, Case No. 3:24-cv-320-TKW-HTC (N.D. Fla.) (Interim Co-Lead Class Counsel in Drivers Privacy Protection Act case)
- *Walker, et al. v. P&S Transportation, LLC, et al.*, Circuit Court, Jefferson Cty., Ala., Case No. 01-cv-2025-900187 (Settlement Class Counsel)
- *Lee, et al. v. Baptist Health Centers, LLC*, Circuit Court, Jefferson Cty., Ala., Case No. 01-cv-2023-9004352.00 (Interim Co-Lead Class Counsel)
- *Harrison, et al. v. Peco Foods, Inc.*, Case No. 7:24-cv-1028-LSC (N.D. Ala.) (Interim Co-Lead Class Counsel)
- *Brown, et al. v. Alabama Cardiology Group, P.C.*, Circuit Court, Jefferson Cty., Ala., Case No. 01-cv-2024-903135 (Interim Co-Lead Class Counsel)



**PITTMAN DUTTON  
HELLUMS BRADLEY  
— & MANN, P.C. —**

ATTORNEYS AT LAW

- *In re Cardiology Associates Data Breach Litigation*, Circuit Court, Mobile Cty., Ala., Case No. 02-cv-2025-900139.00 (Liaison Counsel)
- *Kornegay, et al. v. Heart South Cardiovascular Group, P.C.*, Circuit Court, Bibb Cty., Ala., Case No. 07-cv-2024-9000089 (Settlement Class Counsel)
- *Limbaugh, et al. v. Norwood Clinic, Inc.*, Circuit Court, Jefferson County, Alabama, Case No. 01-cv-2022-900851 (Co-Lead Class Counsel representing victims of a data breach which resulted in a \$2.3 million settlement)
- *Kemp, et al. v. NorthStar Emergency Medical Services, Inc.*, Circuit Court, Tuscaloosa County, Alabama, Case No. 63-cv-2023-900249 (Settlement Class Counsel representing victims of a data breach)
- *Sides, et al. v. Sheffield Group, Inc., et al.*, Circuit Court, Jefferson Cty., Ala., Case No. 01-cv-2024-900745 (Settlement Class Counsel representing victims of a data breach)
- *Hufstetler, et al. v. Upstream Rehabilitation, Inc., et al.*; Circuit Court, Jefferson Cty., Ala., Case No., 01-CV-2024-902563 (Settlement Class Counsel representing victims of a data breach)
- *Williams v. Gulf Coast Pain Consultants*, 3:19-cv-01659 (N.D. Fla.) (Class Counsel representing victims of a data breach)
- *In re Arby's Restaurant Group, Inc. Data Security Litigation*, 1:17-cv-514 (N.D. Ga.) (Plaintiffs' Steering Committee)
- MDL 2595 *In re Community Health Systems, Inc., Customer Data Security Breach Litigation* (Local Liaison Counsel)
- *WinSouth Credit Union, individually and on behalf of all similarly situated v. MAPCO Express, Inc. and Delek US Holdings, Inc.* (Class Counsel representing financial institution victims of a data breach)
- *Mandi Phillips, individually and on behalf of all similarly situated v. MAPCO Express, Inc. and Delek US Holdings, Inc.* (Class Counsel representing individual victims of a data breach)

**PDHBM represented or currently represents clients in the following MDLs or class actions:**

1. MDL 1985 *In re Total Body Formula Products Liability Litigation* (Co-Lead Counsel; member of Plaintiffs' Executive Committee and Plaintiffs' Steering Committee)
2. *In re NCAA Student-Athlete Name & Likeness Licensing Litigation*
3. MDL 1507 *In re Prempro Product Liability Litigation*
4. MDL 1657 *In re Vioxx Products Liability Litigation*
5. MDL 2000 *In re Yasmin and Yaz (Drospirenone) Marketing, Sales Practices and Products Liability Litigation*
6. MDL 2047 *In re Chinese-Manufactured Drywall Products Liability Litigation*
7. MDL 2087 *In re Hydroxycut Marketing and Sales Practices Litigation*
8. MDL 2179 *In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*
9. MDL 2187 *In re C.R. Bard, Inc., Pelvic Repair System Products Liability Litigation*



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ATTORNEYS AT LAW

10. MDL 2197 *In re DePuy Orthopaedics, Inc., ASR Hip Implant Products Liability Litigation*
11. MDL 2240 *In re Cook Medical, Inc., Pelvic Repair System Products Liability Litigation*
12. MDL 2243 *In re Fosamax (Alendronate Sodium) Products Liability Litigation (No. II)*
13. MDL 2244 *In re DePuy Orthopaedics, Inc., Pinnacle Hip Implant Products Liability Litigation*
14. MDL 2299 *In re Actos (Pioglitazone) Products Liability Litigation*
15. MDL 2385 *In re Pradaxa (Dabigatran Etexilate) Products Liability Litigation*
16. MDL 2387 *In re Coloplast Corp. Pelvic Support Systems Products Liability Litigation*
17. MDL 2391 *In re Biomet M2a Magnum Hip Implant Products Liability Litigation*
18. MDL 2406 *In re Blue Cross Blue Shield Antitrust Litigation*
19. MDL 2592 *In re Xarelto (Rivaroxaban) Products Liability Litigation*
20. MDL 2641 *In re Bard IVC Filters Products Liability Litigation*
21. MDL 2666 *In re Bair Hugger Forced Air Warming Devices Products Liability Litigation*
22. MDL 2740 *In re Taxotere (Docetaxel) Products Liability Litigation*
23. MDL 2753 *In re Atrium Medical Corp. C-Qur Mesh Products Liability Litigation*
24. MDL 2768 *In re Stryker LFIT V40 Femoral Head Products Liability Litigation*
25. MDL 2775 *In re Smith & Nephew Birmingham Hip Resurfacing (BHR) Hip Implant Products Liability Litigation*
26. MDL 2782 *In re Ethicon Physiomesh Flexible Composite Hernia Mesh Products Liability Litigation*
27. MDL 2862 *In re Diisocyanates Antitrust Litigation*
28. MDL 2867 *In re Local TV Advertising Antitrust Litigation*
29. MDL 2949 *In re Profemur Hip Implant Products Liability Litigation*
30. MDL 3044 *In re Exactech Polyethylene Orthopedic Products Liability Litigation*
31. MDL 3108 *In re Change Healthcare, Inc., Customer Data Security Breach Litigation*
32. MDL 3125 *In re AngioDynamics, Inc., and Navilyst Medical, Inc. Port Catheter Products Liability Litigation*
33. MDL 3126 *In re Snowflake, Inc. Data Security Breach Litigation*
34. MDL 3140 *In re Depo-Provera (Depot Medroxyprogesterone Acetate) Products Liability Litigation*
35. MDL 3170 *In re Trans Union, LLC Customer Data Security Breach Litigation*



**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA  
 BESSEMER DIVISION**

WORRELL JEVON, )  
 Plaintiff, )  
 )  
 V. ) Case No.: CV-2025-900681.00  
 )  
 ROBBIE D. WOOD, INC., )  
 Defendant. )

**ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION  
 SETTLEMENT**

This matter having come before the Court on Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement between Jevon Worrell ("Plaintiff"), and on behalf the Settlement Class, and Robbie D. Wood, Inc. ("Defendant" or "Robbie D. Wood") (collectively the "Parties"), as set forth in the Settlement Agreement between the Parties, and the Court having duly considered the papers and arguments of counsel, the Court hereby **GRANTS** this Motion and **ORDERS** as follows:

1. Unless otherwise defined herein, all terms that are capitalized herein shall have the same meaning ascribed to those terms in the Settlement Agreement.
2. The Court has jurisdiction over this Action, Plaintiff, Defendant, and Settlement Class Members, and any party to any agreement that is part of or related to the Settlement Agreement.

**PRELIMINARY APPROVAL**

3. The Court has reviewed the terms of the proposed Settlement Agreement, the exhibits and attachments thereto, Plaintiff's motion papers and briefs, and the declarations of counsel. Based on its review of these papers, the Court finds that the Settlement Agreement appears to be the result of serious, informed, non-collusive negotiations, through which the basic terms of the Settlement Agreement were negotiated and finalized. The terms of the Settlement Agreement do not improperly grant preferential treatment to any individual or segment of the Class and fall within the range of possible approval as fair, reasonable, and adequate.

4. The Court therefore GRANTS preliminary approval of the Settlement Agreement and all of the terms and conditions contained therein.

#### **PRELIMINARY CLASS CERTIFICATION**

5. Pursuant to Alabama Rule of Civil Procedure 23, the Court preliminarily certifies, for settlement purposes only, the Class defined in the Settlement Agreement as follows:

All individuals residing in the United States whose Personal Information was compromised in the Data Breach discovered by Robbie D. Wood in October 2024, including all those individuals who received notice of the breach.

Excluded from the Settlement Class are (i) Defendant; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) any judges assigned to this case and their staff and family.

6. The Court preliminarily finds that the Settlement Class satisfies the requirements of Alabama Rule of Civil Procedure 23(a)(1) for settlement purposes only: the Settlement Class is comprised of thousands of individuals; there are questions of law or fact common to the Settlement Class; Plaintiff's claims are typical of those of Settlement Class Members; and Plaintiff will fairly and adequately protect the interests of the Settlement Class.

7. The Court preliminarily finds that the Settlement Class satisfies the requirements of Alabama Rule of Civil Procedure 23(a)(2) for settlement purposes only: the questions of law or fact common to the Class predominate over individual questions; and class action litigation is superior to other available methods for the fair and efficient adjudication of this controversy.

8. The Court hereby appoints Plaintiff Jevon Worrell as the Class Representative for the Settlement Class. The Court provisionally finds that Plaintiff is similarly situated to absent Settlement Class Members and therefore typical of the Settlement Class and that he will be an adequate class representative.

9. The Court finds Brittany Resch of Strauss Borrelli PLLC and Jon Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C. are experienced and adequate and appoints them as Settlement Class Counsel for the Settlement.

#### **NOTICE AND ADMINISTRATION**

10. Pursuant to the Settlement Agreement, the Parties have designated Atticus Administration LLC as the Settlement Administrator. The Settlement Administrator shall perform all the duties of the Settlement Administrator set forth in the Settlement Agreement.

11. The Court finds that the proposed notice program set forth in the Settlement Agreement satisfies the requirements of due process and Rule 23 of the Alabama Rules of Civil Procedure and provides the best notice practicable under the circumstances. The notice program is reasonably calculated to apprise Settlement Class Members of the nature of this Action, the scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the processes for doing so, and the Final Approval Hearing. The Court therefore approves the notice program and directs the Parties and the Settlement Administrator

to proceed with providing notice to Settlement Class pursuant to the terms of the Settlement Agreement and this Order.

12. The Settlement Administrator shall commence the notice program within the time required by the Settlement Agreement.

13. The Court also approves the versions of the Claim Form, Postcard Notice, and Long Form Notice.

### **EXCLUSION AND OBJECTIONS**

14. Settlement Class Members who wish to opt out and exclude themselves from the Class may do so by notifying the Settlement Administrator in writing, postmarked no later than sixty (60) days after the Notice Deadline. The Request for Exclusion (or “Opt Out”) must be in writing and clearly manifest a person’s intent to be excluded from the Settlement Class. Persons wishing to opt out of the Settlement Class will only be able to submit a Request for Exclusion on their own behalf; mass or class opt outs will not be permitted. All requests for exclusion must be submitted individually in connection with a Settlement Class Member, *i.e.*, one request is required for every Settlement Class Member seeking exclusion.

15. All Settlement Class Members who do not opt out and exclude themselves shall be bound by the terms of the Settlement Agreement upon entry of the Final Approval Order.

16. Settlement Class Members who wish to object to the Settlement may do so by submitting a written Objection to the Court in accordance with the procedures outlined in the Notice by sixty (60) days after the Notice Deadline, it must be in writing, postmarked by the Objection Deadline, filed with the Court and mailed to the Settlement Administrator, and must include: (i) the name of the proceedings; (ii) the Settlement Class Member’s full name and current mailing address; (iii) a statement that states with specificity the grounds for the

objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a list of all other lawsuits (if any) in which the Settlement Class Member (or his/her attorney) has submitted an objection to a class action settlement within the last three (3) years; and, (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

17. Any Settlement Class Member who does not timely submit a written objection in accordance with these procedures and the procedures detailed in the notice program and Settlement Agreement shall be deemed to have waived any objection, shall not be permitted to object to the Settlement, and shall be precluded from seeking any review of the Settlement Agreement or the Final Approval Order by appeal or other means.

#### **FINAL APPROVAL HEARING**

18. The Court will hold a Final Approval Hearing on \_\_\_\_\_ at \_\_\_\_\_ before the undersigned at the Circuit Court of Jefferson County, Bessemer Division, 1851 2nd Ave. N., Bessemer, AL 35020.

19. At the Final Approval Hearing, the Court will consider whether: (a) the Settlement is fair, reasonable, and adequate; (b) the Settlement Class should be finally certified; (c) the preliminary appointment of Settlement Class Counsel should be made final; (d) the preliminary appointment of Plaintiff as Settlement Class Representative should be made final; (e) Settlement Class Counsel's motion for a Fee Award and Costs should be granted; (f) the Service Award sought for Plaintiff should be granted; and (g) a final judgment should be entered.

20. The Court reserves the right to continue the date or change the location (from in person to remote) of the Final Approval Hearing without further notice to Settlement Class Members.

21. All proceedings and deadlines in this matter, except those necessary to implement this Order and the settlement, are hereby stayed and suspended until further order of the Court.

22. All Settlement Class Members who do not validly opt out and exclude themselves are hereby enjoined from pursuing or prosecuting any of the Released Claims as set forth in the Settlement Agreement until further order of the Court

23. In the event that the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement: (a) the Settlement Agreement and this Order shall be considered null and void, (b) all of the Parties' obligations under the Agreement shall cease to be of any force and effect, and (c) the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated.

### **SUMMARY OF DEADLINES**

**Notice Deadline (Postcard Notice Sent and Website Notice Established):**

- 30 days after Preliminary Approval Order

**Deadline to file Plaintiff's Motion for Final Approval of the Settlement, inclusive of Class Counsel's Application for Attorney Fees, Costs, and Service Awards:**

- At least fifteen (15) days before the Objection and Opt-Out Deadlines

**Opt-Out Deadline:**

- 60 days after the Notice Deadline

**Objection Deadline:**

- 60 days after the Notice Deadline

**Claim Deadline**

- 90 days after the Notice Deadline

**File Supplemental Declaration on Claims, Objections, and Opt-Outs:**

- 7 days before the Final Approval Hearing

**Final Approval Hearing:**

- [INSERTED BY COURT - no less than 120 days after entry of Preliminary Approval Order]

24. Upon application of the Parties and for good cause shown, the deadlines set forth in this Preliminary Approval Order may be extended by order of the Court, without further notice to the Settlement Class. Settlement Class Members must check the Settlement Website regularly for updates and further detail regarding extensions of these deadlines. The Court reserves the right to adjourn or continue the Final Approval Hearing and/or to extend the deadlines set forth in this Order, without further notice of any kind to the Settlement Class.

**IT IS SO ORDERED.**

**DONE this [To be filled by the Judge].**

**/s/[To be filled by the Judge]**  
**CIRCUIT JUDGE**