Exhibit B

CLARKSON LAW FIRM, P.C.
Yana Hart (SBN 306499)
yhart@clarksonlawfirm.com
Mark Richards (SBN 321252)
mrichards@clarksonlawfirm.com
22525 Pacific Coast Highway
Malibu, CA 90265
Tel: (213) 788-4050

[Additional counsel on signature page]

Interim Co-Lead Counsel
for Plaintiffs and the Proposed Class

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

In re SAG Health Data Breach Litigation This Document Relates to: All Actions	Case No. 2:24-CV-10503-MEMF-JPR CONSOLIDATED ACTION Assigned to: Hon. Maame Ewusi-Mensah Frimpong **PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** **Hearing Information** Date: January 8, 2026 Time: 10:00 a.m. Location: Courtroom 8B Hon. Maame Ewusi-Mensah Frimpong

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I. INTRODUCTION

Plaintiffs Mathew Rouillard, Kristy Munden, Lee Wilkof, Steven Barr, and Massimiliano Furlan ("Plaintiffs") have reached a nationwide settlement with Defendant SAG-AFTRA Health Plan that provides meaningful monetary and injunctive relief to individuals impacted by a cybersecurity incident involving unauthorized access to Defendant's systems, which compromised sensitive personal and health information of certain Plan members. The Proposed Settlement follows consolidation of related actions, appointment of interim leadership, informal discovery, and months of arms-length negotiations.

If approved, the Settlement will provide the Class with significant benefits. Defendant will fund a non-reversionary common-fund of $950,000.00 ("Settlement Fund") for payment of: (i) claims for Out-of-Pocket Expenses of up to $5,000.00 for proven monetary losses; (ii) *pro rata* payments to Settlement Class Members who submit a Valid Claim; (iii) settlement administration and notice costs; (iv) Service Awards of up to $2,500.00 for each Representative Plaintiff; (v) attorneys' fees, not to exceed one-third of the Settlement Fund; and (vi) reimbursement of reasonable litigation costs and expenses. Ex. A, Settlement Agreement ("S.A.") ¶¶ 1.33, 2.3, 7.2-7.3.[1] In addition, regardless of whether they submit a claim for monetary payment, all Settlement Class Members will be eligible to receive 18 months of free credit monitoring and identity protection services, paid for by SAG-AFTRA separate and apart from the Settlement Fund. S.A. ¶¶ 2.3, 2.4. SAG-AFTRA has also agreed to implement and/or continue to maintain specified administrative and technical cybersecurity measures to protect Class Members going forward, and will pay all associated costs outside the common fund. S.A.¶ 2.5.

Plaintiffs and Court-appointed Interim Co-Lead Counsel believe the Settlement is fair, reasonable, and in the best interests of the Settlement Class Members. Plaintiffs

[1] All exhibits are attached to Joint Decl. Pls.' Counsel Gregory Haroutunian, John J. Nelson, and Yana Hart ("Counsel Decl.").

therefore seek preliminarily approval of the Settlement, conditional certification of the Settlement Class, appointment of Interim Co-Lead Counsel as Settlement Class Counsel, approval of the proposed Notice plan, and entry of a schedule for dissemination of notice, claims administration, and a final fairness hearing.

II. BACKGROUND AND PROCEDURAL HISTORY

A. Summary of the Case & Procedural History

This case arises from a cybersecurity incident experienced by Defendant between September 17 and September 18, 2024, during which an unauthorized party accessed sensitive personal information through an employee email account. ECF No. 1. The compromised data included names, Social Security numbers, and in some cases health insurance information, claim details, and participant identification numbers. Plaintiffs allege that Defendant failed to implement reasonable data security measures, resulting in the breach. *Id.* The breach impacted only a limited number of Plan members, estimated at 94,000. S.A. ¶ 1.14. On December 5, 2024, Plaintiffs Mathew Rouillard and Kristy Munden initiated the first putative class action against Defendant. *Id.* Subsequently, Plaintiffs Lee Wilkof, Steven Barr, and Massimiliano Furlan each separately filed three related putative class actions. ECF No. 11. In February 2025, the Court consolidated the four related actions and appointed John J. Nelson of Milberg Coleman Bryson Phillips Grossman PLLC, Yana Hart of Clarkson Law Firm, P.C., and Gregory Haroutunian of Emery Reddy, P.C.[2] to serve as Interim Co-Lead Class Counsel. ECF No. 24. On July 31, 2025, Plaintiffs filed their Consolidated Class Action Complaint. ECF No. 26. The Parties provided the Court with notice of the Settlement on August 13, 2025. ECF No. 27.

B. Settlement Negotiations

Following consolidation and appointment of interim leadership, Plaintiffs and Defendant began to exchange informal discovery to facilitate settlement negotiations,

[2] Following his appointment as Interim Co-Lead Class Counsel, Mr. Haroutunian moved firms, and is now employed by Emery Reddy, PC. *See* ECF No. 34

including information as to the size of the class, the types of PII/PHI compromised in the Data Incident, SAG-AFTRA's investigation into the data breach incident, its response/notice, and other relevant information, sufficient for them to make an informed decision about settlement. Counsel Decl. ¶ 7. Armed with this information, the Parties engaged in approximately four months of arms-length negotiations. *Id.* The Parties also scheduled a private mediation with Jill R. Sperber of Judicate West Alternative Dispute Resolution for July 1, 2025. *Id.* In the weeks leading up to mediation, arms-length negotiations intensified, and the parties reached agreement on core terms the day before the mediation, concluding that proceeding with mediation would not be cost-effective given the relatively small size of the case. *Id.*

The Parties then engaged in several months of detailed good-faith negotiations to finalize the Settlement Agreement. *Id.* The terms were the product of rigorous arms-length bargaining, involving multiple rounds of revisions to the Agreement and its exhibits, and detailed discussions and negotiations regarding the notice plan and implementation schedule. *Id.* ¶¶ 8-9. The negotiation process was thorough and comprehensive, requiring several stipulated requests for extensions of time for Plaintiffs to file this Motion. *Id.*; *see also* ECF Nos. 30, 32, 35. Throughout this process, Settlement Interim Co-lead Counsel and counsel for SAG-AFTRA zealously advocated for their respective clients' interests. Counsel Decl. ¶ 7. Each Plaintiff was kept informed of, and actively participated in, the settlement negotiations. Decl. of Mathew Rouillard ("Rouillard Decl.") ¶¶ 4-5; Decl. of Kristy Munden ("Munden Decl.") ¶¶ 4-5; Decl. of Lee Wilkof ("Wilkof Decl.") ¶¶ 4-5; Decl. of Steven Barr ("Barr Decl.") ¶¶ 4-5; Decl. of Massimiliano Furlan ("Furlan Decl.") ¶¶ 4-5.

III. SUMMARY OF THE SETTLEMENT TERMS

A. Proposed Settlement Class Definition

The Settlement Agreement defines the proposed Class as follows: "All persons who were mailed notification of the Data Incident indicating that their PII and/or PHI may have been impacted in the Data Incident that occurred in SAG-AFTRA's system

between September 17 to September 18, 2024." S.A.¶ 1.30. In total, SAG-AFTRA identified 94,546 Settlement Class Members. S.A., pg. 1-2, ¶¶ 1.30-1.40.

The Settlement Class specifically excludes Defendant, its officers and directors; the assigned Judge(s) and their immediate family members; and anyone criminally liable for the Data Incident. S.A.¶ 1.30.

B. Release of Claims

The Settlement includes standard release language tailored to the claims of this action, waiving all pending and future claims related to the Data Incident, except the right to enforce the Settlement. S.A.¶¶ 1.27, 4.2, 6.1. The release also expressly excludes all medical malpractice, personal injury, and labor-related claims. S.A. ¶ 1.26.

C. Settlement Benefits to Class Members

The proposed Settlement provides the Class significant relief, as follows.

$950,000.00 Settlement Fund. Any Settlement Class Member who has suffered monetary loss due to the Data Incident is eligible to receive up to $5,000.00 in Out-of-Pocket Expense reimbursements. S.A. ¶ 2.3.1. In lieu of documented losses, Class Members may choose to receive a *pro rata* share from the Settlement Fund, which is estimated to be between $96 and $482 for California residents and $48 and $241 for non-California residents, assuming typical claim rates between 2% and 10%. S.A. ¶ 2.3.2; Counsel Decl. ¶ 22. The enhanced allocation of shares for California Residents is intended to account for and resolve potential claims for statutory damages available to California Residents under the CCPA, Cal. Civ. Code § 1798, *et seq*, and CMIA, Cal. Civ. Code § 56.10. *Id*.

Separate Credit Monitoring and Identity Theft Services (estimated aggregate value of $510,000). In addition to establishing a non-reversionary settlement fund, Defendant will separately fund credit monitoring and identity-protection services. Regardless of whether Settlement Class Members file a claim, they will receive an activation code on the Short Form Notice enabling them to

activate eighteen (18) months of CyEx Medical Shield Complete, a medical information protection and monitoring service offered through CyEx, providing an aggregate value to the Settlement Class of least $510,000, based on a 2% claim rate. S.A. ¶ 2.4; Decl. of Jerry Thompson ¶¶ 2-3.

Injunctive Relief. As a result of this settlement, Defendant has also agreed to implement administrative and technical cybersecurity measures, and provided counsel with a confidential declaration detailing those measures and their costs. S.A. ¶ 2.5.

D. Class Notice Program

Consistent with the common-fund model, the Settlement Fund will cover Court-approved administrative expenses, including notice. S.A. ¶ 3.3. After soliciting competing bids and negotiating with separate third-party administrators, Plaintiffs selected Kroll Settlement Administration, LLC. *Id.* ¶ 1.8; Counsel Decl. ¶ 15. As part of effectuating direct notice, SAG-AFTRA will provide Kroll with the name and last-known physical address of each Settlement Class Member. S.A.¶ 3.3(a). Kroll will then run the mailing addresses through the United States Postal Service ("USPS") National Change of Address database to update any change of address on file with the USPS. *Id*. ¶ 3.3(d).

Website

Kroll will also establish a Settlement Website to further inform Settlement Class Members about the terms of the Settlement, their rights, dates, deadlines, and related information. *Id.* 3.3(c); Decl. of Frank Ballard ("Ballard Decl.") ¶¶ 3, 5, 15. The Settlement Website will include: (i) the Long Form Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) the Settlement Agreement; and (vi) any other materials agreed upon by the Parties and/or required by the Court, such as motions for final approval and for attorneys' fees and service awards. *Id*. The Settlement Website will also enable Class Members to seamlessly complete and submit the Claim Form electronically. S.A. ¶ 3.2(b); Ballard Decl. ¶ 15.

Direct Notice

No later than 30 days after entry of the Preliminary Approval Order, Kroll will commence Notice dissemination, by emailing and/or mailing the Short Form Notice (S.A., Exs. C-D) to class members directly. S.A. ¶ 3.4; Ballard Decl. ¶ 3. For any Short Form Notice returned by the USPS as undeliverable at least 14 days prior to the Opt-Out and Objection Deadline, and without a forwarding address, Kroll will perform a standard skip trace in an effort to ascertain a current address. S.A. 3.3(d); Ballard Decl. ¶¶ 12-13. If a new address is identified, the Claims Administrator will re-send the Short Notice within seven days of obtaining such information. *Id*.

The notice documents are clear and concise and directly apprise Class Members of all the information necessary to make a claim or to opt-out or object to the Settlement in accord with Fed. R. Civ. P. 23(c)(2)(B). The email/mail notices include the information about the final approval hearing, and provide a brief description of the claims/defenses in this action. S.A., Exs. B-D.

Telephone Number & Live Operator

Kroll will also establish a toll-free number with interactive voice response, frequently asked questions, and live operator support to address Class Members' inquiries. S.A. ¶ 3.3(g).; Ballard Decl. ¶ 16.

Claims Process and Administration

The claims process ensures Settlement Class Members are able to review the terms of the Settlement, make claims, and decide whether to participate, opt-out, object, or do nothing. Settlement Class Members will have 90 days following the Notice Commencement Date to submit the Claim Form, via U.S. Mail or online via the Settlement Website. S.A. ¶ 2.3.4. Kroll will be responsible for reviewing the Claim Forms and determining their validity, and requesting additional documentation, if needed. *Id.* ¶ 2.6.1; Ballard Decl. ¶ 21. Claimants with incomplete or unsigned Claim Forms will have 30 days to cure the defect after notice. If not

cured to Kroll's satisfaction, the claim will be invalid and unpaid. *Id*. ¶ 2.6.2; Ballard Decl. ¶ 22.

E. Requests for Exclusion, and Objections

To opt out, a Settlement Class Member must send a written request to Kroll by mail or email within 60 days of the Notice Commencement Date, including their name, address, email, physical signature, this case's name and number, and a clear statement of intent to be excluded. S.A. ¶ 4.1; Ballard Decl. ¶ 19.

To object, within the same timeline, a Class Member must submit a signed written objection to the Kroll, including their name, address, this case name and number, proof of class membership (i.e. a copy of the settlement notice, a copy of the original notice of the Data Incident, or a statement explaining the basis for believing they are a Class Member), grounds for objection, attorney information (if any), and intent to appear at the hearing. S.A. ¶ 5.1; Ballard Decl. ¶ 20.

F. Fees, Expenses, and Service Awards

Consistent with the Settlement, Interim Co-lead Counsel anticipate seeking an award of attorneys' fees not to exceed one-third of the Settlement Fund, or $316,350.00 (21.67% of the Settlement Benefits made available to the Class after accounting for the Credit Monitoring and Identity Theft Protection benefit), up to $15,000 in costs, and Service Awards for Class Representatives not to exceed $2,500 each. S.A.¶ 7.2-7.3. The proposed Service Awards and the anticipated fee request align squarely with prevailing awards in comparable cases. *See In re Yahoo! Inc. Customer Data Sec. Breach Litig*., 2020 WL 4212811, at *1 (N.D. Cal. July 22, 2020), *aff'd*, 2022 WL 2304236 (9th Cir. June 27, 2022) (approving $2,500 to $7,500 service awards in data breach case); *Dobrosky v. Arthur J. Gallagher Serv. Co. LLC*, No. 13-0646-JGB-SPx, 2016 U.S. Dist. LEXIS 194559, at *23 (C.D. Cal. June 20, 2016) (granting request for one-third of attorneys' fees in class settlement with $1,750,000 common fund) (collecting cases).

The Parties have no agreement as to attorneys' fees, litigation costs, and service

awards, other than the provisions in the Settlement enabling Plaintiffs to seek them as stated above. The Settlement also is not contingent upon the Court awarding attorneys' fees, costs, or Service awards. S.A.¶ 7.1; Counsel Decl. ¶¶ 9-11. The Court and the Class will have an opportunity to review counsel's fees prior to final approval of this settlement and the objection deadline.

IV. LEGAL STANDARD

"[S]trong judicial policy . . . favors settlements, particularly where complex class action litigation is concerned." *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992). To secure preliminary approval and conditional certification, the parties must provide sufficient information for the Court to determine that it "will likely be able to" grant final approval of the settlement under Rule 23(e)(2) and certify the class for a judgment on the settlement. Fed. R. Civ. P. 23(e)(1)(B). "At the preliminary approval stage, the Court need only 'evaluate the terms of the settlement to determine whether they are within a range of possible judicial approval.'" *Jacobo v. Ross Stores, Inc.*, No. 15-4701-MWF-AGRx, 2018 WL 11465299, at *3 (C.D. Cal. Dec. 7, 2018) (*quoting Wright v. Linkus Enters., Inc.*, 259 F.R.D. 468 (E.D. Cal. 2009)). A settlement may be approved once the Court finds that it is "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2).

By this motion, Plaintiffs respectfully ask the Court to enter an order conditionally certifying the Settlement Class, appointing Interim Co-Lead Counsel as Settlement Class Counsel, and preliminarily approving the Settlement and proposed Notice Plan under FRCP 23(e)(1).

V. ARGUMENT

A. The Proposed Settlement Satisfies Rule 23(A)

Before assessing the Parties' settlement, the Court should first confirm the underlying settlement class meets the requirements of Rule 23(a). *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997); Manual for Complex Litigation (Fourth), § 21.632. Here, each requirement—numerosity, commonality, typicality,

and adequacy—is met. Fed. R. Civ. P. 23(a); *Ellis v. Costco Wholesale Corp*., 657 F.3d 970, 979–80 (9th Cir. 2011).

1. The Class Consists of 94,546 Individuals and is Numerous

Courts find numerosity where there are so many class members as to make joinder impracticable. *See* Fed. R. Civ. P. 23(a)(1). Generally, numerosity is satisfied where a class includes at least 40 members. *Holly v. Alta Newport Hospital*, No. 19-CV-07496-ODW, 2020 WL 1853308, at *7 (C.D. Cal, April 10, 2020) (*citing Rannis v. Recchia,* 380 F. App'x 646, 651 (9th Cir. 2010)). The Settlement Class consists of approximately 94,546 individuals. Numerosity is therefore satisfied. S.A. ¶¶ 1.14.

2. Common Issues of Law and Fact Predominate

As in most data breach cases, the common issues here "all center on [Defendant's] conduct, satisfying the commonality requirement." *In re the Home Depot, Inc., Customer Data Sec. Breach Litig*., 2016 WL 6902351, at *2 (N.D. Ga. Aug. 23, 2016). Common questions include, *inter alia*, whether Defendant engaged in wrongful conduct; whether the Private Information was compromised; whether Defendant owed duties; whether Defendant breached its duties; whether Defendant unreasonably delayed in notifying individuals of the Data Incident; and whether Defendant violated the common law and statutory violations as alleged in the Consolidated Complaint. ECF No. ¶ 26. These common questions will "yield common answers" and are "apt to drive resolution of this litigation," thereby satisfying commonality. *Dukes*, 564 U.S. at 350; *see also In re Anthem, Inc. Data Breach Litig*., 327 F.R.D. 299, 312 (N.D. Cal. 2018).

3. Class Representatives' Claims are Typical of the Class

Plaintiffs' claims are based on Defendant's alleged failure to protect the PI and are "reasonably coextensive with those of the absent class members." *See* Fed. R. Civ. P. 23(a)(3); *Meyer v Portfolio Recovery Associates*, 707 F.3d 1036, 1041-42 (9th Cir. 2012) (upholding typicality finding). Plaintiffs claim their PI was compromised as a result of the same inadequate data security measure they allege

harmed the rest of the Class. Typicality is therefore satisfied. *See Just Film, Inc. v. Buono*, 847 F.3d 1108, 1118 (9th Cir. 2017) ("[I]t is sufficient for typicality if the plaintiff endured a course of conduct directed against the class.").

4. Class Representatives and Proposed Class Counsel Fairly and Adequately Represent the Class

Rule 23(a)(4) permits certification of a class action only if "the representative parties will fairly and adequately protect the interests of the class," which requires that the named Plaintiffs and their counsel not have conflicts of interests with the proposed Class. *In re Volkswagen "Clean Disel" Mtkg., Sales Practices, & Prod. Liab. Litig.*, 895 F.3d 597, 607 (9th Cir. 2018); *see also Ellis v. Costco Wholesale Corp.*, 657 F.3d 970, 985 (9th Cir. 2011) (similar).

Plaintiffs and their counsel satisfy the adequacy requirement. Plaintiffs do not have any conflicts of interest with the absent Class Members, as their claims are coextensive with those of the Class. *See Mergens v. Sloan Valve Co.*, No. 16–CV-05255-SJO, 2017 WL 9486153, at *6 (C.D. Cal. Sept. 18, 2017) (adequacy requirement met where plaintiff had no interests antagonistic to the class). The named Plaintiffs also understand their responsibilities in serving as Class Representatives and have shown that they take their responsibilities seriously. Decl. of Mathew Rouillard ¶¶ 4-6; Decl. of Kristy Munden ¶¶ 4-6; Decl. of Lee Wilkof ¶¶ 4-6; Decl. of Steven Barr ¶¶ 4-6; Decl. of Massimiliano Furlan ¶¶ 4-6. They have committed themselves to representing the class in an appropriate and fair manner and will continue to do so through the conclusion of this litigation. *Id.*

In appointing Ms. Hart, Mr. Haroutunian, and Mr. Nelson as Interim Co-Lead Counsel, the Court has already determined that they are qualified and experienced in conducting class action litigation, especially cases involving privacy and data protection. *See* ECF No. 24. Each of the three Interim Co-Leads have been lead counsel in numerous ongoing and settled data privacy actions, and have discharged their duties effectively in this matter. Counsel Decl. ¶¶ 7, 29-31, 35-37,39-41.

Adequacy is therefore satisfied, and the Court should now appoint Interim Co-Lead Counsel as Settlement Class Counsel.

B. Rule 23(B)(3) Requirements Are Satisfied

Rule 23(b)(3) requires that a class action be the superior method of adjudication, with manageability as a key factor. *See Van v. LLR, Inc.,* 61 F.4th 1053, 1062 n.4 (9th Cir. 2023) (emphasis omitted); *Eisen v. Carlisle and Jacquelin,* 417 U.S. 156, 164, 94 S. Ct. 2140, 40 L. Ed. 2d 732 (1974) (manageability is a key factor). Courts routinely find class treatment superior in data breach cases, where individual damages are small and collective resolution promotes efficiency and fairness, as here. *See, e.g., In re Yahoo! Inc. Customer Data Sec. Breach Litig.*, No. 5:16-md-02752-LHK (N.D. Cal. July 20, 2019); *Parsons v. Kimpton Hotel & Rest. Group, LLC*, No. 3:16-cv-05387-VC (N.D. Cal. Jan. 9, 2019); *see also Just Film*, 847 F.3d at 1123 (class action is superior where small individual recovery and high costs of litigation make it unlikely for plaintiffs to pursue individual claims).

C. The Proposed Settlement Is Fair, Reasonable, and Adequate

A court should preliminarily approve a class settlement if it finds that it is likely to approve the settlement as "fair, reasonable, and adequate." FRCP 23(e)(1)(B)(i); (e)(2). The Ninth Circuit has identified nine factors for courts to consider: (1) the strength of the case; (2) the risk, expense, complexity, and duration of further litigation; (3) the risk of maintaining class action status throughout trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the views of counsel; (7) the presence of a governmental participant; (8) the reaction of the class members to the proposed settlement and; (9) whether the settlement is a product of collusion among the parties. *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011). Rule 23(e)(2) also requires consideration of adequacy of representation and equitable treatment of class

members. Fed. R. Civ. P. 23(e)(2).[3]

At preliminary approval, the primary question is whether the settlement falls "'within the range of possible approval' and whether or not notice should be sent to class members." *Carter v. Anderson Merchs., LP*, No. 08-0025-VAP-OPx , 2010 WL 1946784, at *4 (C.D. Cal. May 11, 2010) (citation omitted).

1. The Strength of Plaintiffs' Case

The risk, expense, and complexity of further litigation is significant, and "[e]stimates of what constitutes a fair settlement figure are tempered by factors such as the risk of losing at trial, the expense of litigating the case, and the expected delay in recovery (often measured in years)." *Schaffer v. Litton Loan Servicing, LP*, No. CV-05-07673-MMM, 2012 WL 10274679, at *11 (C.D. Cal. 2012).

While Plaintiffs believe their claims are strong and class certification is warranted, success is not guaranteed. Whether the Court would ultimately grant certification, or find Plaintiffs and the Class are entitled to damages, remains uncertain. *See, e.g.*, *Koenig v. Lime Crime, Inc.*, No. 16-503-PSG-JEMx, 2018 WL 11358228, at *3 (C.D. Cal. Apr. 2, 2018) (approving privacy settlement in data breach context in part "[b]ecause of the difficulty of providing damages and causation, Plaintiffs faced a substantial risk of losing at summary judgment or trial.").

Thus, it is "plainly reasonable for the parties at this stage to agree that the actual recovery realized and risks avoided here outweigh the opportunity to pursue potentially more favorable results through full adjudication." *Dennis v. Kellogg Co*., 2013 WL 6055326, at *3 (S.D. Cal. Nov. 14, 2013). "Here, as with most class actions, there was risk to both sides in continuing towards trial. The settlement avoids uncertainty for all parties involved." *Chester v. TJX Cos*., No. 15-01437-ODW-DTB,

[3] The "factors in amended Rule 23(e)(2) generally encompass the list of relevant factors previously identified by the Ninth Circuit." *Zamora Jordan v. Nationstar Mortg., LLC*, No. 14-cv0175-TOR, 2019 WL 1966112, at *2 (E.D. Wash. May 2, 2019); *see also Loomis v. Slendertone Distrib., Inc.*, No. 19-cv-854-MMA, 2021 WL 873340, at *4 n.4 (S.D. Cal. Mar. 9, 2021) (Rule 23(e)(2) "overlap[s]" with factors Ninth Circuit had previously identified).

2017 WL 6205788, at *6 (C.D. Cal. Dec. 5, 2017). Given the obstacles and inherent risks ahead, including class certification, summary judgment, and trial, the substantial benefits the Settlement provides favors preliminary approval. Counsel Decl.¶¶ 16-18.

2. The Risks of Achieving and Maintaining Class Status Through Trial

Plaintiffs' strong belief in their case is also tempered by the significant risks and expense associated with achieving and maintaining class certification through trial. Although courts have certified nationwide data breach cases after contested briefing, SAG-AFTRA would have pointed out that a number have denied certification. *See Adkins v. Facebook, Inc.*, 424 F. Supp. 3d 686 (N.D. Cal. 2019) (denying motion to certify data breach damages class under Rule 23(b)(3)). Class certification in contested data breach cases is far from assured, and recently several nationwide class certification orders have been vacated. *See Marriott Int'l, Inc. v. Accenture LLP*, 78 F.4th 677, 690 (4th Cir. 2023) (vacating an order granting class certification); *Green-Cooper v. Brinker Int'l, Inc*., 73 F.4th 883, 898 (11th Cir. 2023) (similar). A denial or reversal of class certification, like a loss on the merits, would effectively extinguish any recovery by the Settlement Class.

Should Plaintiffs pursue this complex class action to trial, the costs would quickly accumulate as a result of expert depositions, affirmative and rebuttal reports, oppositions to expert challenges, testimony, evidentiary hearings, and travel expenses, quickly leading to a potential scenario in which settlement might not be economically feasible for either party, particularly given the relatively small size of this class. "And of course, juries are always unpredictable." *In re Sonic Corp. Customer Data Sec. Breach Litig.*, 2019 WL 3773737, at *7 (N.D. Ohio Aug. 12, 2019).

If SAG-AFTRA were to succeed at any of the critical forthcoming stages of litigation – on the pleadings, at class certification, or on summary judgment, Class

Members would receive nothing. Even if Plaintiffs were successful in overcoming Defendant's attempts to obtain dismissal or judgment, that success would come at considerable costs from experts and litigation of numerous factual and legal issues regarding liability and damages. SAG-AFTRA would also likely to appeal, and any relief to Class Members could be delayed for years. In contrast, the Settlement provides substantial and certain monetary and injunctive relief now, eliminating the risk of zero recovery and delays of continued litigation. Given the significant risks, high costs, and delay involved in continuing litigation, providing meaningful relief to Class members now is consistent with the "overriding public interest in settling and quieting litigation" that is "particularly true in class action suits." *Van Bronkhorst v. Safeco Corp*., 529 F.2d 943, 950 (9th Cir. 1976).

3. The Amount Offered in Settlement

The amount offered in settlement also supports preliminary approval. Each Class Member is eligible to submit a claim for compensation from the $950,000 non-reversionary common fund. On a *per capita* basis,[4] recovery is approximately $10.05, which is consistent with, or exceeds, similar data breach settlements. Counsel Decl. ¶ 22; *see, e.g.*, *In re Afni, Inc. Data Breach Litigation*, No. 1:22-cv-01287 (C.D. Ill. May 15, 2023, ECF no. 14) ($7.08 per capita settlement value); *Thomsen v. Morley Companies, Inc.*, No. 1:22-cv-10271 (E.D. Mich. Nov. 04, 2022, ECF No. 28) ($6.19 per capita).[5] Based on typical claims rates in comparable data breach settlements, each Claimant can be expected to receive pro rata share between $96-482 for

[4] Per capita recovery is the total settlement fund divided by the total number of class members before deduction of fees and expenses.

[5] *See also Adlouni v. UCLA Health Systems Auxiliary, et al.*, (Cal. Super. Ct. Feb 21, 2019, No. BC589243) ($0.44); *Cochran, et al. v. The Kroger Co. et al*., No. 5:21-cv-01887- EJD, ECF No. 98 (N.D. Cal., Nov 5, 2021, ($1.31); *Premera Blue Cross Data Breach Litig*., No. 3:15-md-2633-SI, ECF No. 279 (D. Or., Jul. 29, 2019) ($3.61); *Kesner, et al. v. UMass Mem'l Health Care, Inc.*, (Mass. Super. Ct., Nov. 30, 2022, No. 2185-cv-01210) ($5.74); *In re Fitzgibbon Hospital Data Security Incident Litig.*, 23SA-CV00020 (Mo. Cir. Ct., May 9, 2024,) ($5.80); *In re Forefront Dermatology Data Breach Litig.*, No. 21-cv-887, ECF No. 58 (E.D. Wis., Oct. 3, 2022) ($1.56).

California Class Members, and between $48-241 for out-of-state residents, based on estimated claim rate between 10% and 2%. Counsel Decl. ¶¶ 22-23. Other approved privacy settlements have yielded far lower recoveries, including those approved for only non-monetary relief.[6] As an alternative to claiming a pro rata share of the settlement fund, Class Members may submit claims for documented losses up to $5,000, and all Class Members will benefit from complimentary credit monitoring and identify theft protection. Taken together, these benefits provide both immediate monetary relief and forward-looking safeguards against future harm.

Although maximum statutory damages under the CMIA and CCPA can appear high in theory (between $100-$750 for CCPA, and $1,000 for CMIA), the reality is such claims can fail to deliver real recovery. At least one court has held the two claims cannot be pled jointly, dismissing CCPA claims outright where CMIA was also alleged. *See Mullinix v US Fertility LLC*, No. 21-00409-CJC, 2021 WL 4935975 (C.D. Cal. Apr. 21, 2021) (dismissing CCPA with prejudice because the entity was covered under HIPAA).

CMIA claims in data breach cases can be particularly difficult. To recover under Cal. Code §§ 56.06 and 56.101, courts have required plaintiffs to show that their medical information was *actually viewed* by an unauthorized third-party. In the data breach context, this can be difficult where information was taken, but it is unclear if it was *actually viewed and by whom*. *See Vigil v. Muir Med. Grp. IPA, Inc.*, 84 Cal. App. 5th 197, 220 (Ct. App. 2022). As a result, while theoretical exposure could reach tens of millions of dollars, the practical value of such claims could also readily be much less or even "zero." *See also Gordon v. Chipotle Mexican Grill, Inc.*, 2019 WL

[6] *See In re Google LLC St. View Elec. Commc'ns Litig.*, 2020 WL 1288377, at *16 (N.D. Cal. Mar. 18, 2020) (final approval where injunctive relief class and creating a non-distributable *cy pres* settlement fund in litigation alleging Google violated privacy by illegally gathering Wi-Fi network data); *Campbell v. Facebook Inc.*, 2017 WL 3581179, at *8 (N.D. Cal. Aug. 18, 2017) (granting final approval of declaratory and injunctive relief settlement in litigation alleging Facebook engaged in user privacy violations), *aff'd*, 951 F.3d 1106 (9th Cir. 2020).

6972701, at *1 (D. Colo. Dec. 16, 2019) (observing that data breach cases are "particularly risky, expensive, and complex . . . and they present significant challenges to plaintiffs at the class certification stage.") (collecting cases).

For these reasons, courts have held that "even a fractional recovery of the possible maximum recovery amount may be fair and adequate in light of the uncertainties of trial and difficulties in proving the case." *See Medeiros v. HSBC Card Servs*., 2017 U.S. Dist. LEXIS 178484, at *14 (C.D. Cal. Oct. 23, 2017) (collecting cases) (finding settlement fair and reasonable despite objector's argument that *possible* statutory recovery of $5,000 per person rendered settlement of $7.54 per capita unfair).

Given the Settlement's direct monetary relief consistent with or exceeding recoveries in similar matters, its safeguards against future harm, and the obstacles to statutory damages and overall risks of continued litigation, the Settlement provides a fair and reasonable resolution that supports preliminary approval. *See, e.g.*, *Calderon v. Wolf Firm*, No. 16-1622-JLS-KESx, 2018 WL 6843723, at *7-8 (C.D. Cal. Mar. 13, 2018) (comparing class settlement with other settlements in similar cases); Counsel Decl. ¶¶ 19-20, 22-24.

4. The Extent of Discovery Completed and the Stage of Proceedings

Before entering into settlement discussions on behalf of Class Members, counsel obtained sufficient information to evaluate the claims and defenses through investigation, informal discovery and counsel's extensive experience litigating similar privacy and data breach matters. *See Linney v. Cellular Alaska Partnership*, 151 F.3d 1234, 1239 (9th Cir. 1998) (holding that counsel should obtain "sufficient information to make an informed decision"). As Ninth Circuit has held, "formal discovery is not a necessary ticket to the bargaining table where the parties have sufficient information to make an informed decision about settlement." *In re Mego Fin. Corp. Sec. Litig*., 213 F.3d 454, 459 (9th Cir. 2000); Manual for Complex

Litigation (Fourth) § 13.12 (recognizing benefits of settlement are diminished if postponed until discovery is completed and approving of targeting early discovery at information needed for settlement negotiations).

Here, Interim Co-Lead Counsel conducted a thorough investigation before and after the filing of the complaint, including gathered all publicly available information regarding the data breach, examining SAG-AFTRA's business practices, its relationship with Class Members, the circumstances of the data breach, review of SAG-AFTRA's public statements, response to the breach, and conducted interview with victims of this data breach. Counsel Decl. ¶ 7. Counsel's further investigation after filing included assessment of Defendant's remedial measures, its compliance with notification requirements, and the sufficiency of state-mandated data breach notices. *Id.* The Parties also informally exchanged non-public information concerning the data breach including Defendant's remediation efforts, the compromised data at issue, the size of the Class, and other relevant information, in preparation for settlement discussions. *Id.*

Counsel's extensive investigation properly enabled the parties to negotiate and evaluate resolution from a position of knowledge and strength, further supporting the reasonableness of Settlement.

5. The Experience and Views of Counsel

"The fact that experienced counsel involved in the case approved the settlement after hard-fought negotiations is entitled to considerable weight." *Nguyen v. Radient Pharms. Corp.*, No. 11-00406-DOC-MLGx, 2014 WL 1802293, at *3 (C.D. Cal. May 6, 2014). Courts have likewise recognized that even in the absence of a neutral mediator, the fact that settlement negotiations occurred between seasoned and capable counsel supports approval. *See Gregerson v. Toshiba Am. Bus. Sols., Inc.*, No. 24-01201-FWS-ADS, 2025 WL 2671589 at *4 (C.D. Cal. Sep. 2, 2025) (granting final approval and noting though "the parties did not appear before a neutral mediator . . . the settlement negotiations occurred between experienced

counsel").

Plaintiffs are represented by accomplished attorneys who are leaders in their field with extensive experience in prosecuting consumer class actions, including data breach cases such as this one, and have been appointed as Interim Co-Lead Counsel based on their expertise. *See* ECF No. 26; *see also* Counsel Decl. ¶¶ 29-31, 35-37,39-41. Having worked on behalf of the putative Class since the Data Incident was first announced, evaluated the legal and factual disputes, and dedicated significant time and monetary resources to this litigation, Interim Co-Lead Counsel fully endorse the Settlement as fair, reasonable, and in the best interests of the Settlement Class. *Id*. ¶¶ 12, 16-20, 23.

6. Governmental Participants

Here, there is no governmental participant. The Settlement, however, provides that the Settlement Administrator will provide notice required under the Class Action Fairness Act to all necessary entities within ten calendar days of the entry of the Preliminary Approval Order. Should there be any resulting action by the government or other changes related to this factor, Plaintiffs will address it in their Motion for Final Approval.

7. The Reaction of the Class Members to the Proposed Settlement

Because notice has not yet been given, this factor is not yet implicated; however, Plaintiffs will address this factor in their Motion for Final Approval, and Class Representatives support the Settlement. Counsel Decl. ¶¶ 12, 21. Before the Final Approval Hearing, the Court will also be able to review any objections or comments from Class Members and a full accounting of any requests for exclusion.

8. Lack of Collusion Among the Parties

The Settlement was reached after months of extensive arms-length negotiations, resulting in a settlement that provides broad and substantial value to the Class with substantial monetary compensation and equitable relief. Furthermore, Interim Co-Lead Counsel are well-versed in handling data breach class actions such

as this one and fully understand the values recovered in similar cases. Counsel Decl. ¶¶ 27-41. There are also no signs of collusion: no reversionary clause, no "clear sailing" or other arrangement related to fees, and no other warning signs that would raise any concerns. *Cf. Gregerson v. Toshiba Am. Bus. Sols., Inc.*, 2025 WL 2671589 at *4 (granting final approval even with a "clear sailing arrangement" (not present here) because the Settlement "does not have "other 'subtle signs' of collusions that courts must police, and the clear sailing arrangement does not appear indicative of collusion.").

9. The Settlement Treats Class Members Equitably

Rule 23(e)(2)(D) requires that this Court confirm that the settlement treats all class members equitably. "Matters of concern could include whether the apportionment of relief among class members takes appropriate account of differences among their claims, and whether the scope of the release may affect class members in different ways that bear on the apportionment of relief." Fed. R. Civ. P. 23 advisory committee's note to 2018 amendment.

Under the Settlement, all class members are eligible to submit either a claim for out-of-pocket expense reimbursement up to $5,000, for documented losses, or a *pro rata* cash payment. The higher *pro rata* share for California class members is equitable given the claims for statutory damages available to them under California law, and this treatment is consistent with other data breach settlements. *See McDaniel v. Toshiba Glob. Commerce Sols., Inc.*, No. 24-01772-FWS-ADS, 2025 U.S. Dist. LEXIS 198678, at *30-31 (C.D. Cal. Oct. 3, 2025) (holding that treating California sub-class differently to other states based on their release of statutory claims was appropriate, as was allocating more of the Settlement fund to class members with documented out-of-pocket injuries); *Bowdle v. King's Seafood Co., LLC*, No. 21-01784-CJC-JDEx, 2022 WL 19235264, at *10 (C.D. Cal. Oct. 19, 2022) (holding that differing payouts based on documentation of harm are reasonable in data breach case); *Carter v. Vivendi Ticketing US LLC*, No. 22-01981-

CJC-DFMx, 2023 WL 8153712, at *11 (C.D. Cal. Oct. 30, 2023) (finding it reasonable to treat California class members differently given the potential for statutory damages).

D. The Court Should Approve the Proposed Notice Program

Rule 23(b)(3) requires "the best notice practicable," including individual notice to identifiable members. Fed. R. Civ. P. 23(c)(2)(B); *see also Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1974). Class settlement notices must "present information about a proposed settlement simply, neutrally, and understandably." *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 567 (9th Cir. 2019).

The Parties' notice program provides direct notice by email or mail within 30 days of preliminary approval, with follow-up notices if undeliverable. Ballard Decl. ¶ 7; *see, e.g*, *In re Online DVD-Rental Antitrust Litig.*, 779 F. 3d 934, 946 (9th Cir. 2015) (finding notice provided initially by email, and then by mail to individuals whose emails bounced back was sufficient). The clear, plain-language notices inform Class Members of their rights to claim, object, or opt-out. S.A., Exs. A-C. This comprehensive program fully satisfies Rule 23 and Class Members' due process rights.

E. The Court Should Appoint Kroll as the Settlement Administrator

Interim Co-Lead Counsel solicited competing bids from several qualified settlement administrators. Counsel Decl. ¶ 14. Through this competitive bidding process and following an in-depth evaluation of final bids, Interim Co-Lead Counsel selected and proposes Kroll Settlement Administration, LLC to serve as the Claims Administrator. *Id.* Kroll has a trusted and proven track record of administering thousands of class actions. Ballard Decl. ¶ 2. Notice and administration is expected to cost approximately $150,000 and will be paid from the Settlement Fund. S.A. ¶ 3.3; Ballard Decl. ¶ 24.

/ / /

VI. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully move the Court to enter an Order: (1) conditionally certifying the proposed Class for the purpose of Settlement; (2) conditionally appointing Plaintiffs as Class Representatives; (3) appointing Gregory Haroutunian of Emery Reddy, P.C., John J. Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC, and Yana Hart of Clarkson Law Firm, P.C. as Settlement Class Counsel; (4) approving the form and substance of the notice program; (5) preliminarily approving the Settlement as within range of possible final approval; and (6) appointing Kroll Settlement Administration as Claims Administrator and ordering it to conduct the notice program.

Respectfully submitted,

Dated: November 14, 2025

By: */s/Yana Hart*

Yana Hart (SBN 306499)
Mark I. Richards (SBN 321252)
CLARKSON LAW FIRM, P.C.
22525 Pacific Coast Highway
Malibu, CA 90265
Tel: (213) 788-4050
yhart@clarksonlawfirm.com
mrichards@clarksonlawfirm.com

Gregory Haroutunian (SBN 330263)
EMERY REDDY, PC
600 Stewart Street, Suite 1100
Seattle, WA 98101
Tel: (916) 995-5968
gregory@emeryreddy.com

John J. Nelson (SBN 317598)
MILBERG COLEMAN BRYSON PHILLPS GROSSMAN, PLLC
280 S. Beverly Drive
Beverly Hills, CA 92102
Tel: (858) 209-6941
jnelson@milberg.com

Counsel for Plaintiffs and the Proposed Class

CERTIFICATE OF COMPLIANCE WITH LOCAL RULE 11-6.1

I certify that this memorandum contains 6,497 words, as counted by the Word-processing program, including all headings, footnotes, and quotations, but excluding the caption, tables, and the signature block.

Dated: November 14, 2025

/s/ Yana Hart
Yana Hart