IN THE CHANCERY COURT OF HAMILTON COUNTY, TENNESSEE
TENTH JUDICIAL DISTRICT

HEIDI DAVIS, JAVELIN ALEXANDER, and **MINDIE HUNT,** individually, and on behalf of himself and all others similarly situated,	)	Case No. 25-0083
Plaintiff,	)	
v.	)	
REGIONAL OBSTETRICAL CONSULTANTS PC,	)	
Defendant.	)	

PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Pursuant to Rule 23.05 of the Tennessee Rules of Civil Procedure, Plaintiffs, Heidi Davis, Javelin Alexander, and Mindie Hunt, on behalf of themselves, individually, and on behalf of all others similarly situated, now respectfully move this Court on an unopposed basis for an Order: (1) conditionally certifying a Settlement Class, for purposes of the Settlement Agreement only, under T.R.C.P. 23.02(3); (2) preliminarily approving a proposed class action settlement with Defendant, the terms of which are set forth in the "Settlement Agreement", attached hereto as **Exhibit 1**; (3) approving the proposed form and method of Notice to the proposed Settlement Class; and (4) scheduling a hearing date for final consideration of the Settlement Agreement.[1]

[1] Defendant agrees with the relief afforded by this Motion, but for the avoidance of doubt, Defendant does not concede the factual basis for any claim asserted in the consolidated complaint and denies liability. The language in this Motion, including the description of proceedings, as well as legal and factual arguments, is Plaintiffs', and Defendant may disagree with certain of those characterizations and descriptions.

BACKGROUND

A. Factual Background

This case relates to a May 6, 2024, cyberattack on Regional Obstetrical Consultants, PC ("ROC" or "Defendant). In the attack, an unauthorized actor accessed certain files and data stored within its network environment and gained potential access to the Private Information belonging to up to 25,787 individuals (the "Data Incident"). Heidi Davis, Javelin Alexander, and Mindie Hunt ("Proposed named Plaintiffs" or "Plaintiffs"), were three of the individuals affected by the attack. The information compromised in the Data Incident included names, dates of birth, addresses, phone numbers, medical record number, insurance ID number, diagnosis, medical history, and procedures. Defendant begin notifying the affected individuals on or about January 22, 2025.

B. Class Action Lawsuit and Settlement Negotiations

As a result of the Data Incident, Plaintiff Alexander filed his proposed class action in the Eastern District of Tennessee on January 31, 2025, seeking redress for the alleged harms suffered as a result of the Data Incident. *Alexander v. Regional Obstetrical Consultants, P.C.*, No. 1:25-cv-00033 (E.D. Tenn.) (the "*Alexander* action"). On February 3, 2025, Plaintiff Hunt filed her complaint in the Eastern District of Tennessee seeking redress for the alleged harms suffered as a result of the same Data Incident. *Hunt v. Regional Obstetrical Consultants, P.C.*, No. 1:25-cv-00038 (E.D. Tenn.) (the "Hunt Action"). On February 10, 2025, Plaintiff Heidi Davis filed a class action complaint against Defendant in the Chancery Court of Hamilton County, Tennessee, Tenth Judicial District alleging harms stemming from the same Data Incident (the "*Davis* Action").

The *Davis* action was stayed in favor of the related federal actions that were filed. On May 2, 2025, the *Alexander* and *Hunt* actions were consolidated, and a consolidated complaint was filed

on June 2, 2025. *See Alexander v. Regional Obstetrical Consultants, P.C.*, No. 1:25-cv-00033, Dkt. No. 25 (E.D. Tenn.) (Dkt. Nos. 25 and 26). On July 2, 2025, Defendant filed a Motion to Dismiss.

Shortly after Defendant filed its Motion to Dismiss, the Parties began discussing settlement. In connection with their settlement discussions, Defendant provided Plaintiffs with informal discovery including information related to, among other things, the nature and cause of the Data Incident, the number of individuals impacted by the Data Incident, and the specific type of information potentially accessed. After arms-length negotiations between experienced counsel, the Parties were ultimately able to reach an agreement in principle on the materials terms of the class-wide Settlement on August 11, 2025.

During the course of the negotiations, the Parties determined that jurisdiction was proper in state court. Consequently, plaintiffs Alexander and Hunt dismissed their consolidated federal action and filed an amended complaint with plaintiff Davis in the *Davis* Action. The amended complaint alleges claims against Defendant for negligence/negligence *per se*, breach of implied contract, unjust enrichment, invasion of privacy, and breach of fiduciary duty on behalf of a national class. After weeks of additional negotiations to finalize the Settlement Agreement and notice documents once the agreement on the material terms was reached, the Parties reached the result that they present to the Court for preliminary approval today.

SETTLEMENT TERMS

This proposed Settlement provides benefits which are calculated to address the harms alleged in this lawsuit. Notable terms of the Settlement Agreement are described below.

A. The Class

The Settlement provides benefits for a class defined as:

> all living individuals in the United States whose Private Information was implicated in the Data Incident.

(the "Settlement Class") Settlement Agreement ("SA") at ¶ 55. Excluded from the Settlement Class are the following groups of people:

> (a) all persons who are directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) all individuals who timely and valid opt-out of the Settlement.

Id. The Settlement Class is made up of approximately 25,787 individuals.

B. Settlement Benefits Provided by Settlement Agreement

The Settlement Agreement provides that Settlement Class Members may elect one form of cash compensation from the following options.

a. Cash Payment A – Extraordinary Documented Losses

Settlement Class Members may submit a claim for up to $7,500.00 per Settlement Cass Member upon presentment of extraordinary documented losses related to the Data Incident if: (1) the loss is an actual, documented and unreimbursed monetary loss arising out or relating to identity theft; (2) the loss is fairly traceable to the Data Incident; (3) the loss occurred between May 6, 2024 and the Claims Deadline; (4) the loss is not already covered by one or more of the reimbursement categories listed below; and (5) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. *Id.* ¶ 61(a).

b. Cash Payment B – Ordinary Documented Losses

Settlement Class Members may submit a claim for up to $2,000.00 per Settlement Cass Member upon presentment of ordinary documented losses related to the Data Incident. Ordinary documented losses may include, without limitation, the following: (i) unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns,

or other possible misuse of a Settlement Class Member's Private Information; (ii) unreimbursed costs incurred on or after May 6, 2024, associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (iii) other unreimbursed miscellaneous expenses incurred related to any ordinary documented loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (iv) other mitigative costs fairly traceable to the Data Incident that were incurred on or after May 6, 2024 through date of the Settlement Class Member's claim submission. *Id.* ¶ 61(b).

c. Cash Payment C – Alternate Cash Payment

As an alternative to Cash Payment A and B above, a Settlement Class Member may elect to receive Cash Payment C, which is an alternative cash payment in the amount of $50.00. *Id.* ¶ 61(c).

C. Settlement Administration

The Parties have chosen to use Epiq Class Action & Claims Solutions, Inc., ("Epiq"), as the settlement administrator for the Settlement Agreement. *See id.* ¶ 53. Costs associated with administration of the settlement will be covered by Defendant. *See id.* ¶ 54. The Parties request that the Court appoint Epiq as the Settlement Administrator as part of the proposed order granting preliminary approval.

D. Attorneys' Fees and Costs and Representative Service Awards

Attorneys' fees and costs and Service Awards for Class Representatives were not discussed until all material terms of the Settlement had been agreed upon. *Id.* ¶ 94. Plaintiffs will submit a motion for fees to this Court for consideration. Under the terms of the Settlement Agreement, the Parties have agreed that Defendant will not oppose a motion for fees and expenses up to $275,000. *Id.* ¶ 93. Similarly, Plaintiffs will seek Service Awards for Plaintiffs of $2,000.00 each, which

award will be submitted to the Court for approval, but such award will not be tied to approval of the Settlement Agreement. *Id.* ¶ 92.

LEGAL ARGUMENT

A. Legal Standard

Tennessee courts have a long-standing policy in favor of settlement. *See in re High Pressure Laminate Antitrust Litig.*, 2006 WL 3681147, at *3 (Tenn. Ct. App. Dec. 13, 2006). "Tennessee Rule of Civil Procedure 23.05 does not specify the legal standard for trial court approval of a class action settlement," but the Court of Appeals has "directed trial courts to consider various factors, such as 'the risk and likely return to the class of continued litigation, the range of possible outcomes and probability of each, [and] whether class counsel's fees are proportional to the incremental benefits conferred on the class members.'" *In re Pacer, Int'l., Inc.*, 2017 WL 2829685, at *5 (Tenn. Ct. App. June 30, 2017) (affirming approval of class action settlement) ((quoting *Posey v. Dryvit Sys. Inc.*, 2005 WL 17426, at *2 (Tenn. Ct. App. Jan. 4, 2005)). Courts may also examine "whether settlement negotiations were at arm's length, the number of objectors, the objectors' access to information, and the experience of the parties' counsel." *Id.* Ultimately, the Court must "focus on the fairness of the proposed settlement." *Id.*

When evaluating a settlement for preliminary approval, the court should be cognizant "not whether the settlement represents the best outcome, but whether it falls within the 'range of reasonableness.'" *Id.* At the preliminary approval stage, the Court need not evaluate the ultimate fairness of the Settlement. Rather, the question for the Court to resolve is "simply whether the settlement is fair enough that it is worthwhile to expend the effort and costs associated with sending potential class members notice and processing opt-outs and objections." *Hillson v. Kelly Servs.*, 2017 WL 279814, at *6 (E.D. Mich. Jan. 23, 2017). Accordingly, at the preliminary approval stage,

"the bar to meet the 'fair, reasonable, and adequate' standard is lowered[.]" *In re Regions Morgan Keegan Secs.*, 2015 WL 11145134, at *3 (W.D. Tenn. Nov. 30, 2015); *Johnson v. W2007 Grace Acquisition I, Inc.*, 2015 WL 12001268, at *4 (W.D. Tenn. Apr. 30, 2015). Class Counsel here has negotiated a settlement which Class Counsel, with their wealth of experience litigating and settling cases of this type, and the Class Representatives believe will make Class Members whole. See Counsel Declaration in Support of Unopposed Motion for Preliminary Approval ¶¶ 14–15, attached as **Exhibit 2**.

B. Argument

a. The Proposed Settlement Satisfies the Standard for Preliminary Approval

First, the terms of the Settlement are reasonable and well within the range of possible approval. Although Plaintiffs believe that the claims asserted in the *Davis* Action are meritorious and the Class would ultimately prevail at trial, continued litigation against Defendant poses significant risks that would make any recovery for the Class uncertain.

As described above, Defendant has agreed to make a significant settlement offer, allowing Class Members to choose from receiving reimbursement for Ordinary Losses, Extraordinary Losses, or electing an Alternate Cash Payment. This offer provides substantial value to the Class, and Class Members can receive benefits without any documentation.

Arms-length negotiations conducted by competent counsel constitute *prima facie* evidence of fair settlements. *See e.g., Roland v. Convergys Customer Mgmt. Grp. Inc.*, 2017 WL 977589, at *1 (S.D. Ohio Mar. 10, 2017) (noting that settlement was "reached after good faith, arms' length negotiations, warranting a presumption in favor of approval"); *Brotherton v. Cleveland*, 141 F. Supp. 2d 894, 906 (S.D. Ohio 2001) (absence of any evidence suggesting collusion or illegality "tends toward a determination that the agreed proposed settlement was fair, adequate and

reasonable").

In this case, the Settlement was reached through arms' length negotiation between experienced counsel with extensive class action litigation experience and who have knowledge of the legal and factual issues of this case in particular. The parties vigorously negotiated all aspects of the Settlement, there is no evidence of collusion between the Parties. Courts routinely grant approval for settlements, like this one, where a court finds that they are the product of informed, non-collusive, arm's-length negotiations. *See in re Se. Milk Antitrust Litig.*, 2011 WL 3878332, at *2 (E.D. Tenn. Aug. 31, 2011). The Parties' Counsel support the Settlement as fair and reasonable, and all certify that it was reached at arm's length. Counsel Decl. ¶¶ 11, 13.

For the purposes of this Settlement, Class Counsel and Class Representatives have adequately represented the Class. Plaintiffs have maintained contact with counsel, assisted in the investigation of the case, reviewed the Complaint, remained available for consultation throughout the settlement negotiations, reviewed the Settlement Agreement, and answered counsel's relevant questions. *Id.* at ¶¶ 14–15. For the purpose of this Settlement, Plaintiffs do not have any conflicts with the proposed class and have adequately represented Settlement Class Members in the litigation.

Proposed Class Counsel have extensive experience in class action litigation, particularly data breach cases. *See id.* at ¶ 15, Ex. A–B. In negotiating the settlement, Class Counsel was thus well positioned and able to benefit from years of experience and familiarity with the factual and legal bases for this case. Proposed Class Counsel carried out a thorough investigation of the claims, and settlement negotiations included a significant exchange of information, allowing both parties to evaluate the strengths and weaknesses of Plaintiffs' claims and Defendant's defenses. *See id.* ¶ 4. Accordingly, for purposes of this Settlement Plaintiffs and Proposed Class Counsel have

adequately represented the Class, which weighs in favor of approval.

Finally, this settlement is particularly favorable in light of the risks of continued litigation. *Id.* ¶ 13. Although Plaintiffs believe their claims have merit, they could face difficult substantive challenges if the Court were not to approve this settlement. Defendants would no doubt leverage numerous case dispositive motions, and if the Court or a jury were to side with Defendant, this could result in a final judgment against the Settlement Class. Further, continued litigation would harm Plaintiffs and the proposed Settlement Class as they spend significant time and money attempting to mitigate their losses on their own. Additionally, further litigation could result in the Plaintiffs and the proposed Settlement Class receiving no relief for their injuries. Even a judgment in favor of the Settlement Class could be reversed on appeal. *See West Va. V. Chas. Pfizer & Co.*, 314 F. Supp. 710, 743–44 (S.D.N.Y. 1970), *aff'd* 440 F.2d 1079 (2d Cir. 1971) ("In considering the proposed compromise, it seems also to be of importance that (if approved) the substantial amounts of money are available for class members now, and not at some distant time in the future . . . .It has been held proper to take the bird in the hand instead of a prospective flock in the bush."). Class Counsel therefore believes that the Settlement reached here appropriately balances the significant risk and uncertainty of litigation with the recovery of benefits for the Settlement Class. *See Weinberger v. Kendrick*, 698 F.2d 61, 73 (2d Cir. 1982) (quoting *Protective Comm. For Indep. Stockholders of TMT Trailer Ferry v. Anderson*, 390 U.S. 414, 425 (1968)) (stating that determining whether a proposed settlement is fair, reasonable and adequate necessarily requires a judgment and evaluation by the attorneys for the parties based upon a comparison of "the terms of the compromise with the likely rewards of litigation"). Courts have recognized that the opinion of experienced counsel supporting the settlement is entitled to considerable weight. *Reed v. GMC*, 703 F.2d 170, 175 (5th Cir. 1983).

In sum, the Settlement provides identity and financial fraud protection for the most critical years following Defendant's Data Incident without the need for lengthy and costly litigation. The Settlement is well within the range of possible approval and should be preliminarily approved.

b. Certification of the Settlement Class is Appropriate

The Supreme Court has recognized that the benefits of a proposed settlement class action can be realized only through the certification of a settlement class. *See Amchem Prods. v. Windsor*, 521 U.S. 591, 620 (1997). Here, Plaintiffs apply for certification of this case as a class action pursuant to Tenn. R. Civ. P. 23.01 and 23.02(3), on behalf of a class consisting of:

> all living individuals in the United States whose Private Information was implicated in the Data Incident.

Plaintiffs further apply to the Court to certify Plaintiffs as the Class Representatives and to appoint: J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC; Jeff Ostrow of Kopelowitz Ostrow P.A.; and Gary Klinger of Milberg Coleman Bryson Phillips Grossman PLLC as Class Counsel. In determining whether to certify the class here, the Court must determine that Plaintiffs satisfy the four requirements of Rule 23.01 and that the Class satisfies Rule 23.02(3).

i. The Proposed Class Meets the Standards Required Under T.R.C.P. 23.01 for Settlement Purposes

Under Rule 23.01, a litigant seeking to represent a class must show:

(1) The class is so numerous that joinder of all members is impracticable;

(2) There are questions of law or fact common to the class;

(3) The claims or defenses of the representative parties are typical of the claims or defenses of the class, and

(4) The representative parties will fairly and adequately protect the interest of the class.

Meighan v. Sprint Communications Com., 924 S.W.2d 632, 635, n.1 (Tenn. 1996) (quoting Tenn.

R. Civ. P. Rule 23.01). As further explained below, all prerequisites have been met for purposes of this Settlement.

1. Numerosity

The facts of the case guide a Court's determination that the class is sufficiently large to make joinder impractical. *Bacon v. Honda of Am. Mfg., Inc.*, 370 F.3d 565, 570 (6th Cir. 2004). "There is no specific number below which class action relief is automatically precluded. Impracticability of joinder is not determined according to a strict numerical test but upon the circumstances surrounding the case." *Senter v. Gen. Motors Corp.*, 532 F.2d 511, 523 n.24 (6th Cir. 1976); *see also In re Am. Med. Sys. Inc.*, 75 F.3d 1069, 1076 (6th Cir. 1996) ("the Sixth Circuit has previously held that a class of 35 was sufficient to meet the numerosity requirement" (internal quotation marks omitted)). "Generally, the numerosity requirement is fulfilled when the number of class members exceeds forty." *Isabel v. Velsicol Chem. Corp.*, 2006 WL 1745053, at *4 (W.D. Tenn. June 20, 2006). Here, for purposes of Settlement, the class size is approximately 25,787 individuals, well above the minimum threshold followed by most courts.

2. Typicality & Commonality

Under Rule 23.01, commonality exists where "there are questions of law or fact common to the class"; typicality is shown where "the claims or defenses of the representative parties are typical of the claims or defenses of the class." Tenn. R. Civ. P. 23.01. These requirements – commonality and typicality – "tend to merge [because] both serve as guideposts for determining whether under the particular circumstances maintenance of a class action is economical and whether the named plaintiffs' claims and the class claims are so interrelated that the interests of the class members will be fairly and adequately protected in their absence." *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 349, n.5 (2011). The Supreme Court has stated that Rule 23(a)(2)'s

commonality requirement is satisfied where the plaintiffs assert claims that "depend upon a common contention" that is "of such a nature that it is capable of class-wide resolution—which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke." *Dukes*, 564 U.S. 338. Both the majority and dissenting opinions in that case agreed that "for purposes of 23(a)(2) even a single common question will do." *Id.* (Inter quotation marks and citation marks omitted). As the Tennessee Court of Appeals explained in *Freeman v. Blue Ridge Papers Prods., Inc.*, 229 S.W.3d 694, 704 (Tenn. Ct. App. 2007), where a class representative's claims address the "same course of conduct and raise the same legal issue," typicality has been shown.

Here, for purposes of this Settlement, Plaintiffs' claims arise from the same course of conduct—the Data Incident and its fallout. Additionally, Plaintiffs share legal theories like the sufficiency of Defendant's cybersecurity program, and whether the alleged lack of proper data security protocols by Defendant failed to prevent the Data Incident. Determination of even one of those theories revolves around evidence that does not vary from class member to class member, and can, thus, be fairly resolved for all Settlement Class Members. The nature of this case obviates the need to distinguish individual class members—each class member's Private Information was stored by Defendant; each class member's Private Information was implicated in the same Data Incident; and each class member is at-risk of the same type of outcome. Damages arise out of the same Data Incident and, thus, the disposition of Plaintiffs' claims will "resolve an issue that is central to the validity of each one of the claims in one stroke." *Dukes*, 564 U.S. at 350. For these reasons, the commonality and typicality requirements are plainly met for purposes of this Settlement.

3. Adequacy of Representation

Adequacy is determined according to two criteria: "1) the representation must have common interests with unnamed members of the class, and 2) it must appear that the representatives will vigorously prosecute the interests of the class through qualified counsel." *Young v. Nationwide Mut. Ins. Co.*, 693 F.3d 532, 543 (6th Cir. 2012). Both criteria are satisfied here. For purposes of this Settlement, Plaintiffs have no conflicts with the Settlement Class and have participated actively in this case. Counsel Decl. ¶ 14. Moreover, proposed Class Counsel are well qualified to represent the Settlement Class, as they possess significant experience leading the prosecution of complex class action matters. The firm resumes of Proposed Counsel: J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC; Jeff Ostrow of Kopelowitz Ostrow P.A.; and Gary Klinger of Milberg Coleman Bryson Phillips Grossman PLLC detailing their experience and qualifications are attached to the supporting declaration of proposed Class Counsel, as Exhibits A, B, and C.

ii. The Proposed Settlement Class Meets the Requirements of Rule 23.02(3) Because All Material Questions of Law and Fact Arising in This Litigation are Common Among Class Members

If, as in this case, the four prerequisites for Rule 23.01 are satisfied for purposes of Settlement, then the Class is certified if the case falls into any one of the three categories detailed in Rule 23.02. Here, the proposed Settlement Class meets the requirements of Rule 23.02(3). The Tennessee Supreme court has succinctly summarized this basis for resolving litigation on a class-wide basis:

> The third situation in which class actions may be maintained are those situations in which questions of law or fact predominate over individual issues making a class action the superior method for a fair resolution of the controversy. Tenn. R. Civ. P. 23.02(3). This provision is the most general, arguably encompasses all class actions, and is based on principles of judicial economy.

Meighan, 924 S.W.2d at 636. Certification for a settlement class is appropriate under Rule 23.02(3)

because it governs "those situations in which [common] questions of law or fact predominate over individual issues." *Id.* As detailed above, the core issues of this Settlement are common to each and every putative class member for purposes of Settlement. A class action is the superior method of resolving the present claims for all parties as Class Members need not bring individual actions to obtain relief and Defendant can resolve all related claims through the Settlement as outlined in the Settlement Agreement. Accordingly, Rule 23.02(3) is satisfied here for Settlement purposes.

C. The Court Should Approve the Proposed Form and Method of Notice of the Settlement to Settlement Class Members

Under Rule 23.05, notice of a proposed settlement must be sent to all class members in a manner directed by the trial court. Due process also gives unnamed members of a class the right to notice of a class action settlement. To comport with due process, notice must be "reasonably calculated to reach interested parties." *Fidel v. Farley*, 534 F.3d 508, 513 (6th Cir. 2008). Due process does not require actual notice to each party to be bound by the adjudication of the class action. *Id.* Rather, the inquiry is into the substance of the notice itself, which must be "reasonably calculated, under all circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Id.* The notice must "fairly apprise the prospective members of the class of the proposed settlement so that class members may come to their own conclusions about whether the settlement serves their interests." *Id.*

The Notice Plan set forth in the Agreement provides the best notice practicable under the circumstances. The Parties will enlist the experienced Settlement Administrator, Epiq, who will ensure that the Notice is disseminated in a way that is reasonably calculated to reach Settlement Class Members. The Notice will be disseminated to all persons who fall within the definition of the Class, and through databases tracking nationwide addresses and address changes. In addition, the Settlement Administrator will administer a Settlement Website containing important and up-

to-date information about the Settlement and a toll-free phone number that Class Members can call to receive additional information.

D. The Court Should Approve the Deadlines for Class Members to Object or Opt Out of the Settlement, and Set a Final Approval Hearing

As part of the Settlement, Settlement Class Members have the right to (a) do nothing and receive the benefits of the Settlement in exchange for a release of their claims, if the Settlement receives final approval; (b) submit a claim and receive the benefits of the Settlement in exchange for a release of their claims, if the Settlement receives final approval; (c) exclude themselves from the Settlement if they do not wish to obtain the benefits of the Settlement or release their claims; or (d) remain part of the Settlement Class but object to the Settlement. Settlement Class Members have until 15 days prior to the initial scheduled Final Approval Hearing to them to decide among options (a) or (b) and 30 days prior to the initial scheduled Final Approval Hearing to decide among options (c) or (d). *Id.* ¶ 24. This is a reasonable amount of time for Settlement Class Members to make an informed decision, while also not unduly delaying consideration of final approval for Settlement Class Members who wish to timely receive the benefits for the Settlement. Therefore, the Court should approve this as the opt-out and objection deadline.

A Final Approval Hearing will be held after notice has been given to the Settlement Class and Settlement Class Members have had an opportunity to opt-out of or object to the Settlement. The notice to Settlement Class Members will include the date of the Final Approval Hearing, and Class Counsel and counsel for Defendant will appear at this hearing to further explain why the Settlement should be granted final approval. Settlement Class Members who timely and properly object to the Settlement will have the opportunity to appear at this hearing to have their objections heard. The Class Representatives request that the Court set a Final Approval Hearing at least 90 days after the Preliminary Approval Order is entered, as the Court's calendar permits.

CONCLUSION

For all the reasons stated above, Class Counsel respectfully asks this Court to enter an Order: (1) certifying the Class for purposes of settlement; (2) appointing Plaintiffs as representatives of the Class; (3) Appointing J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC, Jeff Ostrow of Kopelowitz Ostrow P.A., and Gary Klinger of Milberg Coleman Bryson Phillips Grossman PLLC. as Settlement Class Counsel; (4) granting preliminary approval of the proposed Settlement; (5) approving the proposed form and manner of notice to the class; (6) directing that the notice to the Class be disseminated by the Settlement Administrator, in the manner described in the Settlement Agreement; (7) establishing a deadline for Class members to request exclusion from the Settlement Class or file objections to the Settlement; and (8) setting the proposed schedule for completion of further settlement proceedings, including scheduling the Final Approval Hearing.

Dated: September 24, 2025

Respectfully submitted,

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**Pro hac vice forthcoming*

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 24th day of September, 2025, the foregoing Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement was served by U.S. Mail and/or electronic mail to the following:

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