

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

ROSALYN PARKER, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

THE DUFRESNE SPENCER GROUP, LLC
d/b/a ASHLEY FURNITURE HOMESTORE,

Defendant.

Civil Action No. 4:24-02202

**PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS
SETTLEMENT AND CERTIFICATION OF CLASS FOR SETTLEMENT PURPOSES**

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I. INTRODUCTION

Plaintiff Rosalyn Parker (“Plaintiff”) submits this Unopposed Motion for Preliminary Approval of Class Settlement. Defendant The Dufresene Spencer Group, LLC d/b/a Ashley Furniture Homestore (“Defendant” or “Dufresne”) does not oppose Plaintiff’s motion for preliminary approval of the class action settlement and certification of the Settlement Class for settlement purposes only. Plaintiff believes the Settlement is fair, reasonable, and adequate, and that the Court should grant preliminary approval.

Plaintiff respectfully moves this Court for entry of an Order: (1) granting preliminary approval of the Settlement; (2) approving the Notice Program; (3) appointing Simpluris, Inc. as Claims Administrator; (4) preliminarily certifying the Settlement Class for settlement purposes only; (5) appointing Plaintiff Rosalyn Parker as the Class Representative; (6) appointing Abbas Kazerounian and Mona Amini as Class Counsel; (7) approving the form and content of the Short Form Postcard Notice (Ex. A), Long Form Notice (Ex. B), and Claim Form (Ex. C), all attached to the Settlement Agreement, respectively; and (8) scheduling a Final Fairness Hearing to consider entry of a final order approving the Settlement, final certification of the Settlement Class for settlement purposes only, and the request for attorneys’ fees, costs, and expenses, and Plaintiff’s service award.

This Motion is based upon: (1) this Motion and the following supporting memorandum; (2) Class Counsel’s Declaration; (3) the Settlement Agreement; (4) the Parties’ proposed Notice Program; (5) the [Proposed] Preliminary Approval Order; (6) the records, pleadings, and papers filed in this Litigation; and (7) upon such other documentary and oral evidence or argument as may requested or be presented to the Court at the hearing.

II. FACTUAL AND PROCEDURAL BACKGROUND

Plaintiff alleges that between May 15, 2023, and June 5, 2023, Dufresne experienced a data incident whereby an unauthorized party accessed and/or acquired certain files on Dufresne's systems ("Data Incident"). *See* Dkt. 1, Complaint at ¶ 2. Plaintiff further alleges that during the Data Incident, an unauthorized party gained access to certain types of personal information, including names, dates of birth, driver's licenses, banking information (*i.e.*, account number, routing number), digital signatures, among other personal information (collectively "Private Information"). *Id.* Following this Data Incident, Defendant mailed notice to affected individuals on or around May 7, 2024. After receipt of Dufresne's notification letter, Plaintiff filed a putative class action complaint asserting various claims against Dufresne relating to the Data Incident (the "Litigation"). Dufresne denies Plaintiff's allegations in the Litigation and denies any wrongdoing. S.A. § III.

Recognizing the benefits of early resolution of Plaintiff's and the Class's claims, the parties agreed to explore settlement. The parties participated in a full-day mediation with respected neutral Bruce Friedman of JAMS. At the conclusion of the mediation, the parties arrived at a settlement in principle. In the months following the mediation, the parties diligently negotiated and circulated drafts of the Settlement Agreement, along with accompanying Notice documents, a Claim Form, and other exhibits, and agreed upon a Claims Administrator. The parties ultimately finalized and executed the Settlement Agreement on October 8, 2025. *See Exhibit 1* attached to the Declaration of Mona Amini ("Class Counsel Decl.") submitted concurrently with this motion.

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III. THE SETTLEMENT TERMS

A. The Settlement Class

The Settlement provides for the certification of the Settlement Class defined as:

All persons residing in the United States who were sent written notification by Dufresne Spencer Group that their Private Information was potentially accessed, viewed, and/or obtained as a result of the Data Incident that occurred between May 15, 2023 and June 5, 2023. *See* S.A. § IV.1.24.

The Settlement Class specifically excludes: (i) Dufresne, the Related Entities, and their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge. *Id.*

B. The Settlement Benefits

The Settlement provides Settlement Class Members with timely benefits targeted at remediating the specific harms they have suffered as a result of the Data Incident. The benefits of the Settlement are available to all Settlement Class Members and, significantly, there is no cap on the aggregate amount that will be paid for monetary claims, ensuring that every Settlement Class Member who submits a Valid Claim will receive Settlement Benefits. Specifically, the Settlement provides the following benefits to all Settlement Class Members submitting a Valid Claim:

1. Reimbursement for Monetary Losses and Lost Time

a. Reimbursement for Documented Out-of-Pocket Losses

All Settlement Class Members who submit a Valid Claim using the Claim Form and necessary supporting documentation, are eligible for reimbursement of the following documented out-of-pocket expenses, not to exceed \$500 per Settlement Class Member, that were incurred as a

result of the Data Incident: (i) unreimbursed bank fees; (ii) long distance phone charges; (iii) cell phone charges (only if charged by the minute); (iv) data charges (only if charged based on the amount of data used); (v) postage; and (vi) gasoline for local travel purchased by Settlement Class Members between May 15, 2023 and the Claims Deadline. S.A. § IV.2.1.1(a).

b. Reimbursement for Documented Fees for Credit Reports, Credit Monitoring, or other Identity Theft Insurance Products

All Settlement Class Members who submit a Valid Claim using the Claim Form and necessary supporting documentation, are eligible to receive reimbursement for credit reports, credit monitoring, or other identity theft insurance products purchased between May 15, 2023, and the Claims Deadline, not to exceed \$500 per Settlement Class Member. S.A. § IV.2.1.1(b).

c. Reimbursement for Documented Extraordinary Losses

Settlement Class Members are also eligible to receive reimbursement for documented Extraordinary Losses, not to exceed \$2,500 per Settlement Class Member for documented monetary losses if the loss: (i) is actual, documented, and unreimbursed; (ii) was more likely than not caused by the Data Incident; (iii) occurred between May 15, 2023, and the Claims Deadline; and (iv) is not already covered by one or more of the above-referenced reimbursable expense categories under Documented Monetary Losses. S.A. § IV.2.1.1(c).

2. Reimbursement for Attested Lost Time

Settlement Class Members are also eligible to receive reimbursement for up to four (4) hours of lost time spent dealing with the Data Incident (calculated at the rate of \$20 per hour) if the Settlement Class Member (i) attests that any claimed lost time was spent responding to issues raised by the Data Incident; and (ii) provides a checkbox style description, or written description if no checkbox is applicable, of how the claimed lost time was spent related to the Data Incident. S.A. § IV.2.1.2.

3. Alternative Cash Payment

In lieu of submitting a claim for Attested Lost Time, Documented Extraordinary Losses, or Documented Out-of-Pocket Losses, Settlement Class members may alternatively submit a claim for an Alternative Cash Payment of \$45.00. S.A. § IV.2.1.3. This Alternative Cash Payment may be combined with a request for Credit Monitoring and Identity Theft Protection Services. *Id.*

4. Credit Monitoring and Identity Theft Protection Services

All Settlement Class Members shall have the ability to make a claim for two (2) years of Credit Monitoring and Identity Theft Protection Services. S.A. § IV.2.3. Settlement Class Members electing to receive this settlement benefit may, but are not required to, submit a claim for monetary compensation. Dufresne will pay for the Credit Monitoring and Identity Theft Protection Services separate and apart from other settlement benefits. The Credit Monitoring and Identity Theft Protection Services will be provided by CyEx. S.A. § IV.2.3. The Credit Monitoring and Identity Theft Protection Services, which is called Financial Shield Total, will provide certain services to each participating Settlement Class Member, including: 3-Bureau Credit Monitoring; Monthly Credit Score; Bank and Financial Account Monitoring; Financial Transaction Monitoring; Home Title Monitoring; Spend Tracking by Category; Fictitious Identity Monitoring; Score Tracker; Change of Address Monitoring; Real-Time Inquiry Alerts; Real-Time Authentication Alerts; Dark Web Monitoring; High-Risk Transaction Monitoring; Lost Wallet Protection; \$1,000,000 Identity Theft Insurance; Security Freeze Assist; Victim Assistance; and Customer Support. *See* Declaration of Jerry Thompson on behalf of CyEx, LLC ¶ 8. The Credit Monitoring and Identity Theft Protection Services provided by CyEx is valued at \$32.95 per month for each participating Settlement Class Member electing to receive that benefit. *Id.* Thus, for the two-year term, each participating Settlement Class Member's Credit Monitoring and Identity Theft

Protection Services subscription is valued at \$790.80.

5. Information Security Improvements

Separate from and in addition to the other Settlement Benefits described above, Dufresne has agreed to provide sufficient documentation to demonstrate that it either has implemented or will implement various security related measures. S.A. § IV.2.3; Class Counsel Decl. ¶ 13. The costs associated with these information security improvements will be paid by Dufresne separate and apart from other settlement benefits. *Id.*

6. Costs of Notice to Settlement Class Members, Claims Administration, Attorney's Fees, Costs, and Expenses, and the Service Award to the Class Representative

Defendant will pay for the costs of Notice to the Settlement Class Members, costs of Claims Administrator, including the costs of Claims Administration and any costs for dispute resolution.¹ Defendant will also pay for Plaintiff's attorney's fees, costs, and expenses. S.A. §§ IV.2.6, 3.2.

Defendant has also agreed to pay for Plaintiff's attorney's fees, costs, and expenses. The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to Plaintiff, as provided for in S.A. §§ IV.7.2, 7.3, until after the substantive terms of the settlement had been agreed upon, other than that Dufresne would not object to a request for reasonable attorneys' fees, costs, expenses, and a service award to Plaintiff as may be ordered by the Court. S.A. § IV.7.1. Subject to Court approval, Dufresne has agreed not to object to a request by Class Counsel for attorneys' fees, inclusive of any costs and expenses of the Litigation in an amount not to exceed \$300,000. S.A. § IV.7.2. Also, subject to Court approval, Dufresne has agreed not to object to a request for a service award in the amount of \$2,500 to the named Plaintiff. S.A. § IV.7.3.

¹ Simpluris anticipates class notice and administration expenses of approximately \$68,469.00. See Simpluris Decl. ¶ 4.

Dufresne shall pay any attorneys' fees, costs, expenses and/or service award to Plaintiff separate and apart from any benefits provided to Settlement Class Members and the costs of notice and Claims Administration. S.A. § IV.7.1. These payments will not in any way reduce the consideration being made available to the Settlement Class as described herein. S.A. § IV.7.5.

C. Notice to Settlement Class Members

The Settlement outlines how the Claims Administrator, Simpluris Inc., will provide Notice to the Settlement Class Members, and administer the Settlement, the Settlement Website, submission and review of Claim Forms, and other requirements of the Settlement Agreement. S.A. § IV.3.2. Within fourteen (14) days of entry of the Preliminary Approval Order, Dufresne shall provide the Claims Administrator with the most current name and physical address, of each Settlement Class Member (collectively, "Class Member Information") as such information is contained in its records. S.A. § IV.3.2(a)

Prior to the dissemination of the Short Notice, the Claims Administrator shall establish the Settlement Website, that will inform Settlement Class Members of the terms of this Agreement, their rights, dates and deadlines and related information. The Settlement Website shall include copies of and make available for download, the following documents related to the Settlement: (i) the Long Form Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) the Settlement Agreement; (v) the operative Class Action Complaint filed in the Litigation; (vi) Class Counsel's Application for Attorney's Fees and Expenses and Service Award for the Class Representative; and (viii) any other materials agreed upon by the Settling Parties and/or required by the Court. The Settlement Website will also provide Settlement Class Members with the ability to complete and submit the Claim Form, and supporting documentation, electronically. S.A. § IV.3.2(c).

Within forty-five (45) days of entry of the Preliminary Approval Order and to be substantially completed not later than sixty (60) days after entry of the Preliminary Approval Order, subject to the requirements of this Agreement and the Preliminary Approval Order, the Claims Administrator will provide direct mail notice via postcard (the “Short Notice” in substantially the same format as Exhibit A to the Settlement Agreement) to the postal address provided by Dufresne to the Claims Administrator. S.A. § IV.3.2(d). In the event that a Short Notice is returned to the Claims Administrator because the address of the recipient is not valid, the Claims Administrator shall re-send the Short Notice to the forwarding address, the returned notice contains a forwarding address, within seven (7) days of receiving the returned Short Notice. *Id.* In the event the notice is returned to the Claims Administrator as “Return to Sender” and does not contain a forwarding address, the Claims Administrator will perform a skip trace in an effort to attempt to ascertain the current address of the particular Settlement Class Member and, if such an address is ascertained, the Claims Administrator will re-send the Short Notice to the new address within seven (7) days of receiving such information. *Id.*

D. Claims, Opt-Out, and Objection Procedures

Settlement Class Members will have 90 days from the day the Claims Administrator notifies the Settlement Class to submit claims. S.A. §§ IV.2.1.3, 3.3. This claims period will allow Settlement Class Members to recover for fraud, identity theft, ordinary losses, and lost time attributable to the Data Incident. The Claims Administrator will adjudicate all claims, including by reviewing any documents a claimant attaches to support their claim. S.A. § IV.2.5.1. Settlement Class Members will have 21 days to address any defects identified by the Claims Administrator, who will determine whether the Settlement Class Member has cured them. S.A. §§ IV.2.5.2, 2.5.3. If the Claims Administrator rejects a claim in whole or in part, then the claim shall be referred to

the claims referee, who has 15 days to make a final and non-appealable ruling. S.A. §§ IV.2.5.3, 2.5.4.

Settlement Class Members may request exclusion or opt out from receiving the Settlement's benefits by sending written notice to the Claims Administrator clearly manifesting their intent to be excluded from the Settlement Class within 60 days from the day the notice program commences. S.A. § IV.4.1. Because the Settlement is conditioned on this Court's approval, Settlement Class Members will not receive any Settlement Benefits unless the Court grants final approval of the Settlement. If the settlement set forth in this Settlement Agreement is not approved by the Court, or in the event the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement, the Litigation will proceed without any prejudice to any party or the Settlement Class Members S.A. § IV.2.7.

Settlement Class Members may also object to the Settlement within 60 days from the day the notice program commences by filing timely written notice of their objection, including the case name and docket number, with the Clerk of Court and serving a copy of the same concurrently upon Class Counsel and counsel for Dufresne. S.A. § IV.5.1. To object, an objector need only state their contact information, establish themselves as a Settlement Class Member, state all grounds for their objection, identify all other objections to any proposed class action settlement they have made in the last three years, identify all counsel representing them, explain whether they will appear at the Final Approval Hearing, and sign the objection. *Id.*

E. Release

To receive the Settlement Benefits, Plaintiff and Settlement Class Members who do not opt out of the Settlement agree to release Dufresne and the Related Entities for all claims and causes of action asserted or that could have been asserted by any Settlement Class Member based

on, relating to, concerning or arising out of the Data Incident. S.A. §§ IV.1.21, 6.1.

IV. ARGUMENT

A class action “may be settled ... only with the court’s approval.” Fed. R. Civ. P. 23(e). Because the parties negotiated this settlement before a ruling on class certification, the Court must decide whether certification for settlement purposes is appropriate. *See* 2 Newberg & Conte, *Newberg on Class Actions*, §§ 11.22, 11.27 (3d ed. 1992). The Court must then determine whether the settlement is likely to be approved as fair, reasonable, and adequate.

Plaintiff asks the Court to take the first step in the settlement approval process by granting preliminary approval of the proposed Settlement. Because no class has been certified, “the judge should [also] make a preliminary determination that the proposed class satisfies the criteria set out in Rule 23(a) and at least one of the subsections of Rule 23(b).” William B. Rubenstein, *Newberg on Class Actions* § 13:18 (5th ed. June 2019 update) (citation omitted). Judicial and public policy favors the resolution of disputes through settlement. *See ODonnell v. Harris Cty.*, No. H-16-1414, 2019 WL 4224040, at *8 (S.D. Tex. Sept. 5, 2019); *Parker v. Anderson*, 667 F.2d 1204, 1209 (5th Cir. 1982); *see also Kincade v. Gen. Tire & Rubber Co.*, 635 F.2d 501, 507 (5th Cir. 1981) (“Particularly in class action suits, there is an overriding public interest in favor of settlement.”) (quoting *Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977)). Settlement agreements are not required to “achieve some hypothetical standard constructed by imagining every benefit that might someday be obtained in contested litigation”—rather, compromise is the essence of settlement, and a court may rely on the judgment of experienced counsel for the parties. *DeHoyos v. Allstate Corp.*, 240 F.R.D. 269, 286 (W.D. Tex. 2007) (quoting *Garza v. Sporting Goods Properties, Inc.*, No. CIV. A. SA-93-CA-108, 1996 WL 56247, at *11 (W.D. Tex. Feb. 6, 1996)). Because the proposed Settlement falls within the range of possible approval, the Court should grant Plaintiff’s

motion.

A. The Settlement Satisfies the Requirements for Preliminary Approval

At this preliminary approval stage, the settling parties bear the burden of demonstrating that the settlement is fair, reasonable, and adequate. *See In re Cirrus Logic, Inc.*, No. A-07-CA-212-SS, 2009 WL 10670041, at *6 (W.D. Tex. Jan. 8, 2009). The standards at the preliminary approval stage are not as stringent as those applied to a motion for final approval. *See In re Pool Prods. Distrib. Market Antitrust Litig.*, 310 F.R.D. 300, 314 (E.D. La. 2015) (citing *Karvaly v. eBay, Inc.*, 245 F.R.D. 71, 86 (E.D.N.Y. 2007)). “If the proposed settlement discloses no reason to doubt its fairness, has no obvious deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class, does not grant excessive compensation to attorneys, and appears to fall within the range of possible approval, the court should grant preliminary approval.” *In re Pool Prods.*, 310 F.R.D. at 314-315

For preliminary approval, the Court must determine that it will “likely” be able to grant final approval of the Settlement under Rule 23(e)(2). *See Fed. R. Civ. P. 23(e)(2)*. Under Rule 23(e)(2), in order to give a settlement final approval, the court must consider whether the proposed settlement is “fair, reasonable, and adequate after considering whether: (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm’s length; (C) the relief provided for the class is adequate . . . ; and (D) the proposal treats class members equitably relative to each other.” *Id.* 23(e)(2)(A)-(D). In determining whether the relief provided is adequate, Courts must consider: “(i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney’s fees, including timing of payment; and (iv) any agreement required to be identified under Rule

23(e)(3).” *Id.* 23(e)(2)(C)(i)-(iv).

The Fifth Circuit also developed its own factors— known as the *Reed* factors—for determining whether a settlement was fair, adequate, and reasonable, including: (1) evidence that the settlement was obtained by fraud or collusion; (2) the complexity, expense, and likely duration of the litigation; (3) the stage of the litigation and available discovery; (4) the probability of plaintiff prevailing on the merits; (5) the range of possible recovery and certainty of damages; and (6) the opinions of class counsel, class representatives, and absent class members. *See Stott v. Cap. Fin. Servs. Inc.*, 277 F.R.D. 316, 343 (N.D. Tex. 2011) (citing *Reed v. General Motors Corp.*, 703 F.2d 170, 172 (5th Cir. 1983)). Because Rule 23 and the *Reed* factors overlap, Fifth Circuit courts often combine them in analyzing class settlements. *See O'Donnell*, 2019 WL 4224040, at *8 (citing *Hays v. Eaton Grp. Attorneys, LLC*, No. 17-88-JWD-RLB, 2019 WL 427331, at *9 (M.D. La. Feb. 4, 2019)); *Al's Pals Pet Care v. Woodforest Nat'l Bank, NA*, No. H-17-3852, 2019 WL 387409, at *3 (S.D. Tex. Jan. 30, 2019).

The public interest strongly favors the voluntary settlement of class actions and there is a strong presumption in favor of finding the settlement fair, reasonable, and adequate. *See Hays*, 2019 WL 427331, at *9; *In re Oil Spill by Oil Rig Deepwater Horizon in the Gulf of Mex.*, 910 F. Supp. 2d 891, 930–31 (E.D. La. 2012). A proposed settlement “will be preliminarily approved unless there are obvious defects in the notice or other technical flaws, or the settlement is outside the range of reasonableness or appears to be the product of collusion, rather than arms-length negotiation.” *O'Donnell*, 2019 WL 4224040, at *7 (quoting 2 *McLaughlin on Class Actions*, § 6:7 (15th ed. 2018)). Here, because the Settlement Agreement is fair, reasonable, and adequate under both the Rule 23 criteria and the Fifth Circuit’s *Reed* factors, this Court should grant preliminary approval and order that the proposed notice of the Settlement be issued to the class.

B. The Settlement Class Should Be Certified for Settlement Purposes

Under Rule 23(a), a class action may be maintained where the movant demonstrates that (1) the class is so numerous that joinder is impracticable; (2) the class has common questions of law or fact; (3) the representatives' claims are typical of the class claims; and (4) the representatives will fairly and adequately protect class interests. *See* Fed. R. Civ. P. 23(a); *see also Nelson v. Constant*, No. 3:20-CV-3042, 2020 WL 5258454, at *4 (E.D. La. Sept. 2, 2020) (citing Fed. R. Civ. P. 23(a)). Additionally, under Rule 23(b)(3), a class may be maintained where “questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3).

Compared to a traditional certification analysis of a class that is not settled, the Court here undertakes a different analysis when certifying a class action that is settled. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997). The Court’s review, in certain aspects, of a settlement-only class certification motion is lessened—without a trial, the case management issues need not be confronted. *Id.* Other certification issues however, such as “those designed to protect absentees by blocking unwarranted or overbroad class definitions” require heightened scrutiny in the settlement-only class context “for a court asked to certify a settlement class will lack the opportunity, present when a case is litigated, to adjust the class, informed by the proceedings as they unfold.” *Id.*

Indeed, courts have been certifying similar nationwide classes in data breach cases. *See, e.g., Flores v. Trussway Manufacturing, LLC*, No. 4:23-cv-02509, (S.D. Tex.); *In re Heartland Payment Systems, Inc. Customer Data Sec. Breach Litig.*, 851 F. Supp. 2d 1040 (S.D. Tex. 2012); *In re Marriott Int’l, Inc., Cust. Data Sec. Breach Litig.*, No. 19-MD-2879, 341 F.R.D. 128 (D. Md.

2022); *In re Brinker Data Incident Litig.*, No. 3:18-CV-686-TJC-MCR, 2021 WL 1405508, at *1 (M.D. Fla. Apr. 14, 2021). Similarly, this case should similarly be certified for settlement purposes.

1. The Settlement Class Meets the Criteria of Rule 23(a)

a. Numerosity

Numerosity requires “the class [be] so numerous that joinder of all members is impractical.” Fed. R. Civ. P. 23(a)(1). The Fifth Circuit has found that a class of 100 to 150 members “is within the range that generally satisfie[s] the numerosity requirement.” *Mullen v. Treasure Chest Casino, LLC*, 186 F.3d 620, 624 (5th Cir. 1999).

Here, the Settlement Class consists of approximately 65,000 individuals. Therefore, numerosity is easily satisfied.

b. Commonality

Commonality requires Plaintiff to demonstrate “questions of law or fact common to the class.” Fed. R. Civ. P. 23(a)(2). Commonality does not require that every question be common to every member of the class, but rather that the questions linking class members are substantially related to the resolution of the litigation and are capable of generating common answers “apt to drive the resolution of the litigation,” even where the individuals are not identically situated. *See In re Heartland*, 851 F. Supp. 2d at 1052 (citing *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 347 (2011)). Commonality can be satisfied by an “instance of the defendant’s injurious conduct, even when the resulting injurious effects—the damages—are diverse.” *Nelson v. Constant*, 2020 WL 5258454, at *5 (quoting *In re Deepwater Horizon*, 739 F.3d 790, 810–11 (5th Cir. 2014)).

Here, Plaintiff easily satisfies the commonality requirement because numerous common issues exist. For instance, the question of whether Dufresne failed to adequately safeguard or was negligent in the safekeeping of the records of Plaintiff and the Settlement Class Members is a

question common to the entire Settlement Class and can be established by common proof. Other common issues include whether Defendant failed to implement and maintain reasonable security procedures and practices appropriate to the nature and scope of information compromised in the Data Incident, whether Defendant's data security systems prior to and during the Data Incident complied with applicable data security laws and regulations. These common questions, and others alleged by Plaintiff in the operative Complaint, are central to the causes of action brought here, will generate common answers, and can be addressed on a class wide basis. Therefore, the commonality requirement of Rule 23 is satisfied.

c. Typicality

Under Rule 23(a)(3), the typicality requirement is satisfied where “the claims or defenses of the class representatives have the same essential characteristics as those of the class as a whole.” Fed. R. Civ. P. 23(a)(3). “If the claims arise from a similar course of conduct and share the same legal theory, factual differences will not defeat typicality.” *See Stirman v. Exxon Corp.*, 280 F.3d 554, 562 (5th Cir. 2002); Fed. R. Civ. P. 23(a)(3)

Here, Plaintiff's and Class Members' claims arise from the same nucleus of facts—the Data Incident—and are based on Defendant's same allegedly deficient security practices. Therefore, Rule 23(a)'s typicality requirement is satisfied.

d. Adequacy

Plaintiff and Plaintiff's counsel are adequate to represent the Settlement Class. Plaintiff does not have any conflicts of interest with the absent Settlement Class Members, as Plaintiff's claims are coextensive with those of the Settlement Class Members. *General Tel. Co. v. Falcon*, 457 U.S. 147, 157-58, fn. 13 (1982). Plaintiff and Class Counsel understand their responsibilities in serving as Class Representatives and Class Counsel have committed themselves to vigorously

pursuing litigation on behalf of the putative class and will continue to adequately represent the class through the Effective Date. *See* Class Counsel Decl. ¶ 18; Declaration of Rosalyn Parker (“Parker Decl.”) ¶¶ 7-8.

2. The Settlement Class Satisfies Rule 23(b)

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

a. Predominance

“In order to ‘predominate,’ common issues must constitute a significant part of the individual cases.” *Jenkins v. Raymark Industries, Inc.*, 782 F.2d 468, 472 (5th Cir. 1986). “Common questions that yield common answers” and are “apt to drive the resolution of this case” predominate over any individual issues. *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 345 (2011). Several courts have recognized that the types of common issues arising from data breaches predominate over any individualized issues. *See, e.g., In re Heartland*, 851 F. Supp. 2d at 1059 (finding predominance satisfied in data breach case despite variations in state laws at issue, concluding such variations went only to trial management, which was inapplicable for settlement class); *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 312–15 (N.D. Cal. 2018) (finding predominance was satisfied because “[p]laintiffs’ case for liability depend[ed], first and foremost, on whether [the defendant] used reasonable data security to protect [p]laintiffs’ personal information,” such that “the claims rise or fall on whether [the defendant] properly secured the stolen personal information,” and that these issues predominated over potential individual issues).

Here, every Settlement Class Member was affected by the same Data Incident and received notice of the Data Incident by Dufresne. In this case, key predominating questions include whether Dufresne had a duty to exercise reasonable care in safeguarding, securing, and protecting the personal information of Plaintiff and the Settlement Class Members, and whether Dufresne breached that duty. Therefore, predominance is satisfied.

b. Superiority

The resolution of thousands of claims in one action is far superior to litigation via individual lawsuits. Class certification—and class resolution—guarantee an increase in judicial efficiency and conservation of resources over the alternative of individually litigating thousands of data breach cases arising out of the same Data Incident. A class action is the only reasonable method to fairly and efficiently adjudicate Class Members’ claims against Defendant. *See Phillips Co. v. Shutts*, 472 U.S. 797, 809 (1985) (“Class actions . . . permit the plaintiffs to pool claims which would be uneconomical to litigate individually . . . [In such a case,] most of the plaintiffs would have no realistic day in court if a class action were not available.”). Resolution through individual actions is impracticable—the amount in dispute for individual class members is too small, the technical issues involved are too complex, and the required expert testimony and document review too costly. *Just Film, Inc. v. Buono*, 847 F.3d 1108, 1123 (9th Cir. 2017).

Here, because the common questions of fact and law that arise from Dufresne’s conduct predominate over any individualized issues among the Settlement Class Members, and a class action is the superior vehicle by which to resolve these issues, and the requirements of Rule 23(b)(3) are met. Therefore, the Settlement Class should be certified for settlement purposes.

C. The Court Should Approve the Proposed Notice Program

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

Here, the Notice to Settlement Class Members is designed to meet all the criteria set forth by Due Process clauses of the United States and Texas Constitutions and Federal Rule of Civil Procedure 23. *See* S.A. Exs. A-B. Here, the Settlement provides for direct and individual Notice to be sent via first class mail to each Settlement Class Member. S.A. § IV.3.1,3.2(d). In the event the Short Notice is returned because the recipient is not valid, and the envelope contains a forwarding address, the Claims Administrator will re-mail the Short Notice to the forwarding address within seven (7) days of receiving the returned Notice. S.A. § IV.3.2(d). In the event a Short Notice is returned to the Claims Administrator and there is no forwarding address, the Claims administrator will perform a skip trace to ascertain the current address and resend Notice to the new address within seven (7) days. S.A. § IV.3.2(d).

In addition to disseminating Notice via direct mail, the Claims Administrator will also establish the Settlement Website where all versions of the Notice will be available to Settlement Class Members, along with all relevant filings. S.A. § IV.3.2(c). The Claims Administrator will

also make a toll-free telephone number available for any Settlement Class Member to seek answers to questions or request a Notice or Claim Form be mailed to their address. S.A. § IV.3.2(f).

Also, the Notices themselves are clear and straightforward. S.A., Exhibits A and B. The Notices define who is a Settlement Class Member and clearly outline the options available to them and the deadlines for taking action. *Id.* The Notices disclose the essential terms of the Settlement Agreement, including the Service Award request for the Class Representative and the amount Settlement Class Counsel intends to seek in attorneys' fees, costs, and expenses. *Id.* The Notices also explain the procedures for making claims, requesting exclusion from the Settlement or submitting an objection. *Id.* Plus, the Notices alert the Settlement Class Members to the date, time, and place of the Final Fairness Hearing and to the contact information for Class Counsel. *Id.*

Considering the above, the Notice Program detailed in the Settlement Agreement is designed to be the best practicable under the circumstances, apprises Settlement Class Members of the pendency of the action, and gives them an opportunity to object or exclude themselves from the Settlement. Accordingly, the Notice provides Due Process under the U.S. and Texas Constitutions and complies with the Rule 23 requirements and should be approved by the Court. *See* U.S. Const., amend. XIV; Tex. Const., Art. 1, § 19; Fed. R. Civ. P. 23(c)(2)(b) & (e)(1).

D. The Court Should Approve Appointment of the Claims Administrator

The Settling Parties request that the Court approve appointment of Simpluris, Inc. to serve as the Claims Administrator for this Settlement. S.A. § IV.1.3. The Settling Parties solicited competing bids from several qualified administrators, and through this competitive bidding process, the Settling Parties selected Simpluris, Inc., which is an independent, third-party national full-service class action notice and claims administrator that has been handling administration of class action settlements for over fifteen years and has extensive experience in administering

consumer protection and privacy settlements (*see* Declaration of Shelby Alvey of Simpluris, Inc. (“Simpluris Decl.”) ¶ 3), as the Claims Administrator.

E. The Court Should Appoint the Class Representative and Class Counsel

Plaintiff requests to be appointed as the Class Representative for the Settlement Class. This Settlement would not have been possible had Plaintiff not stepped forward to represent the interests of the Settlement Class. Plaintiff has represented the Settlement Class from the inception of this action and has no conflict of interest or antagonism between Plaintiff and other members of the Settlement Class. Like other Settlement Class Members, Plaintiff’s Private Information has been impacted by the same Data Incident, and as a result, Plaintiff has the same interests as the Settlement Class Members. Plaintiff has diligently represented the Settlement Class Members’ interests in this action, including by providing information to facilitate Class Counsel’s investigation of the Data Incident and provided information that contributed to the Complaint in the Litigation, communicated with Class Counsel regarding various issues pertaining to this case and will continue to do so until the Settlement is approved, and its administration completed. *See* Parker Decl. ¶¶ 5, 7-8.

Plaintiff also requests appointment of Plaintiff’s counsel, Abbas Kazerounian and Mona Amini of Kazerouni Law Group, APC, as Class Counsel. Plaintiff’s counsel has extensive experience conducting class action litigation, including specifically data breach cases. *See* Class Counsel Decl. ¶¶ 18-20; Exhibit 2. Plaintiff’s counsel has vigorously prosecuted this action and will continue to do so through final approval. *Id.* ¶ 18. Considering their work in this Litigation, their collective expertise and experience in handling similar actions, and the resources they committed to representing the Class, Plaintiff’s counsel should be appointed Class Counsel for the proposed Settlement Class under Rule 23(g)(3) and confirmed under Rule 23(g)(1).

V. CONCLUSION

In summary, the proposed Settlement satisfies the applicable standards for preliminary approval. Accordingly, Plaintiff respectfully requests that the Court enter an order: (1) granting preliminary approval of the Settlement; (2) approving the notice program; (3) appointing Simpluris, Inc. as Claims Administrator; (4) preliminarily certifying the Settlement Class for settlement purposes only; (5) appointing Plaintiff Rosalyn Parker as the Class Representative; (6) appointing Abbas Kazerounian and Mona Amini of Kazerouni Law Group, APC as Class Counsel; (7) approving the form and content of the Short Form Postcard Notice (Ex. A), Long Form Notice (Ex. B), and Claim Form (Ex. C), all attached to the Settlement Agreement, respectively; and (8) scheduling a Final Fairness Hearing to consider entry of an order granting final approval of the Settlement, final certification of the Settlement Class for settlement purposes only, and the request for Class Counsel's attorneys' fees, costs, and expenses, and Plaintiff's Service Award.

Respectfully submitted,

Dated: October 8, 2025

By: /s/ Mona Amini
Abbas Kazerounian (TX SBN: 24090982)
Mona Amini, Esq.
KAZEROUNI LAW GROUP, APC
245 Fischer Ave., Unit D1
Costa Mesa, CA 92626
Telephone: (800) 400-6808
Facsimile: (800) 520-5523

Counsel for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that I caused the foregoing to be filed electronically using the Court's electronic case filing (ECF) system, which will automatically send a notice of electronic filing to the email addresses of all counsel of record.

Dated: October 8, 2025

By: /s/ Mona Amini
Mona Amini

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

ROSALYN PARKER, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

THE DUFRESNE SPENCER GROUP, LLC
d/b/a ASHLEY FURNITURE HOMESTORE,

Defendant.

Civil Action No. 4:24-02202

**DECLARATION OF MONA AMINI IN SUPPORT OF PLAINTIFF’S UNOPPOSED
MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT AND
CERTIFICATION OF CLASS FOR SETTLEMENT PURPOSES**

I, Mona Amini, declare as follows:

1. I am a Partner at the Kazerouni Law Group, APC. I together with my colleagues are counsel for Plaintiff Rosalyn Parker (“Plaintiff” or “Class Representative”) and the proposed class (the “Settlement Class” or “Settlement Class Members”) in this case.

2. I am over the age of 18 and fully competent to make this declaration. I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness.

3. I am a member in good standing of the State Bar of California and the State Bar of Nevada, and I have been admitted to practice in the United States District Court for the Southern District of Texas.

4. I submit this declaration in support of Plaintiff’s Motion for Preliminary Approval of the proposed Class Action Settlement in this case. Defendants do not oppose Plaintiff’s Motion.

5. A true and correct copy of the Class Action Settlement Agreement (the “Settlement Agreement” or “Agreement”) executed by the parties and counsel is attached hereto as **Exhibit 1**.

Factual and Procedural Background

6. I together with my colleague Abbas Kazerounian (collectively, the proposed “Class Counsel”) have conducted a thorough investigation into the facts and the alleged violations of law asserted in this Litigation and have been involved in this case since its inception, including, *inter alia*, investigating evaluating the claims, preparing comprehensive pleadings, pursuing formal and informal discovery, preparing and responding to other motions, and participating in a mediation that ultimately resulted in this Settlement Agreement.

7. Plaintiff’s Complaint alleges that between May 15, 2023, and June 5, 2023, Dufresne experienced a data incident whereby an unauthorized party accessed and/or acquired certain files on Dufresne’s systems (the “Data Incident”). *See* Dkt. 1, Complaint at ¶ 2. Plaintiff further alleges that during the data incident, an unauthorized party gained access to certain types of personal information, including names, dates of birth, driver’s licenses, banking information (*i.e.*, account number, routing number), digital signatures, among other personal information (collectively “Private Information”). *Id.* Following this Data Incident, Defendant mailed notice to affected individuals on or around May 7, 2024. After receipt of Dufresne’s notification letter, Plaintiff filed a putative class action complaint asserting various claims against Dufresne relating to the Data Incident on June 10, 2024. Dufresne denies Plaintiff’s allegations in the Litigation and denies any wrongdoing. S.A. § III.

8. Shortly after the filing of Plaintiff’s Complaint, recognizing the benefits of early resolution of Plaintiff’s and the Class’s claims the Parties agreed to explore settlement and participate in a mediation. Before the mediation, the Parties engaged in early communications and exchanged informal discovery subject to Federal Rule of Evidence 408, including related to the scope of the Data Incident, the number of individuals potentially impacted by the Data Incident.

9. The Parties began extensive arm's length settlement negotiations and participated in a full-day mediation with respected JAMS neutral Bruce Friedman, Esq. At all times the negotiations were at arm's-length and free of collusion. The potential amount for Class Counsel's attorneys' fees, litigation costs and expenses, and the Service Award for the named Plaintiff were not discussed until after the class relief was agreed to in principle. At the conclusion of the mediation, the Parties arrived at a settlement in principle.

10. In the months following the mediation, the parties diligently negotiated and circulated several drafts of the Settlement Agreement, Notice documents, a Claim Form, and other exhibits, compared multiple bids from competing claims administrators and credit monitoring providers, and worked through the process to select the Claims Administrator and credit monitoring product best suited for this Settlement. Ultimately, the Parties agreed Simpluris, Inc. would serve as the Claims Administrator, and agreed to engage CyEx, LLC to provide the Settlement Class Members with credit monitoring services.

The Settlement Class and Settlement Benefits

11. The Settlement provides for the certification of the Settlement Class defined as:

All persons residing in the United States who were sent written notification by Dufresne Spencer Group that their Private Information was potentially accessed, viewed, and/or obtained as a result of the Data Incident that occurred between May 15, 2023 and June 5, 2023. *See* S.A. § IV.1.24.

The Settlement Class specifically excludes: (i) Dufresne, the Related Entities, and their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge. *Id.*

12. The Settlement provides Settlement Class Members with timely benefits targeted at remediating the specific harms they have suffered as a result of the Data Incident. The benefits of the Settlement are available to all Settlement Class Members and, significantly, there is no cap on the aggregate amount that will be paid for monetary claims, ensuring that every Settlement Class Member who submits a Valid Claim will receive Settlement Benefits. Specifically, the Settlement provides the following benefits to all Settlement Class Members submitting a Valid Claim:

- **Reimbursement for Documented Out-of-Pocket Losses:** All Settlement Class Members who submit a Valid Claim using the Claim Form and necessary supporting documentation, are eligible for reimbursement of the following documented out-of-pocket expenses, not to exceed \$500 per Settlement Class Member, that were incurred as a result of the Data Incident: (i) unreimbursed bank fees; (ii) long distance phone charges; (iii) cell phone charges (only if charged by the minute); (iv) data charges (only if charged based on the amount of data used); (v) postage; and (vi) gasoline for local travel purchased by Settlement Class Members between May 15, 2023 and the Claims Deadline. S.A. § IV.2.1.1(a).
- **Reimbursement for Documented Fees for Credit Reports, Credit Monitoring, or other Identity Theft Insurance Products:** All Settlement Class Members who submit a Valid Claim using the Claim Form and necessary supporting documentation, are eligible to receive reimbursement for credit reports, credit monitoring, or other identity theft insurance products purchased

between May 15, 2023, and the Claims Deadline, not to exceed \$500 per Settlement Class Member. S.A. § IV.2.1.1(b).

- **Reimbursement for Documented Extraordinary Losses:** Settlement Class Members are also eligible to receive reimbursement for documented Extraordinary Losses, not to exceed \$2,500 per Settlement Class Member for documented monetary losses if the loss: (i) is actual, documented, and unreimbursed; (ii) was more likely than not caused by the Data Incident; (iii) occurred between May 15, 2023, and the Claims Deadline; and (iv) is not already covered by one or more of the above-referenced reimbursable expense categories under Documented Monetary Losses. S.A. § IV.2.1.1(c).
- **Reimbursement for Attested Lost Time:** Settlement Class Members are also eligible to receive reimbursement for up to four (4) hours of lost time spent dealing with the Data Incident (calculated at the rate of \$20 per hour) if the Settlement Class Member (i) attests that any claimed lost time was spent responding to issues raised by the Data Incident; and (ii) provides a checkbox style description, or written description if no checkbox is applicable, of how the claimed lost time was spent related to the Data Incident. S.A. § IV.2.1.2.
- **Alternative Cash Payment:** In lieu of submitting a claim for Attested Lost Time, Documented Extraordinary Losses, or Documented Out-of-Pocket Losses, Settlement Class members may alternatively submit a claim for an Alternative Cash Payment of \$45.00. S.A. § IV.2.1.3. This Alternative Cash Payment may be combined with a request for Credit Monitoring and Identity Theft Protection Services. *Id.*

- **Credit Monitoring and Identity Theft Protection Services:** All Settlement Class Members shall have the ability to make a claim for two (2) years of Credit Monitoring and Identity Theft Protection Services provided through CyEx, LLC. S.A. § IV.2.3. Settlement Class Members electing to receive this settlement benefit may, but are not required to, submit a claim for monetary compensation. Dufresne will pay for the Credit Monitoring and Identity Theft Protection Services separate and apart from other settlement benefits.

13. Separate from and in addition to the other Settlement Benefits described above, Dufresne has agreed to provide sufficient documentation to demonstrate that it either has implemented or will implement various security related measures, and Class Counsel has requested a confirmatory discovery in the form of a confidential declaration from Defendant regarding such changes and improvements made to protect Settlement Class Members' Private Information. The costs associated with these information security improvements will be paid by Dufresne separate and apart from the other above-listed settlement benefits.

Notice Program

14. Direct and individual Notice to be sent via first class mail to each Settlement Class Member. S.A. §§ IV.3.1,3.2(d). In the event the Short Notice is returned because the recipient is not valid, and the envelope contains a forwarding address, the Claims Administrator will re-mail the Short Notice to the forwarding address within seven (7) days of receiving the returned Notice. S.A. § IV.3.2(d). In the event a Short Notice is returned to the Claims Administrator and there is no forwarding address, the Claims Administrator will perform a skip trace to ascertain the current address and resend Notice to the new address within seven (7) days. S.A. § IV.3.2(d).

15. In addition to disseminating Notice via direct mail, the Claims Administrator will also establish the Settlement Website where all versions of the Notice will be available to Settlement Class Members, along with all relevant filings. S.A. § IV.3.2(c). The Claims Administrator will also make a toll-free telephone number available for any Settlement Class Member to seek answers to questions or request a Notice or Claim Form be mailed to their address. S.A. § IV.3.2(f).

16. The form and content of the Notices themselves are clear and straightforward. *See* S.A, Exhibits A and B. The Notices define who is a Settlement Class Member and clearly outline the options available to them and the deadlines for taking action. *Id.* The Notices disclose the essential terms of the Settlement Agreement, including the Service Award request for the Class Representative and the amount Settlement Class Counsel intends to seek in attorneys' fees, costs, and expenses. *Id.* The Notices also explain the procedures for making claims, requesting exclusion from the Settlement or submitting an objection, and include the date, time, and place of the Final Fairness Hearing and to the contact information for Class Counsel. *Id.* Accordingly, the Notice provides Due Process under the U.S. and Texas Constitutions and complies with the Rule 23 requirements and should be approved by the Court. *See* U.S. Const., amend. XIV; Tex. Const., art. 1, § 19; Fed. R. Civ. P. 23(c)(2)(b) & (e)(1). Further, the proposed Notice Program is consistent with other class action notice programs that have been approved by various courts for similarly situated matters.

17. Considering the above, the Notice Program detailed in the Settlement Agreement is designed to be the best practicable under the circumstances, apprises Settlement Class Members of the pendency of the action, and gives them an opportunity to object or exclude themselves from the Settlement.

Class Counsel's Experience & Qualifications

18. Class Counsel's years of experience in representing individuals in complex class actions, including data breach class actions, informed Plaintiff's settlement position, and the needs of Plaintiff and the proposed Settlement Class. Class Counsel have committed to vigorously pursuing litigation on behalf of the putative class and will continue to adequately represent the class through the Effective Date.

19. Kazerouni Law Group, APC is among the most experienced data privacy class action firms in the United States, having represented plaintiffs in nationwide class actions and other complex, large-scale litigations for over fifteen years. The firm has prosecuted a significant number of data breach and privacy cases as lead or primary counsel, achieving many successful results in those cases and numerous published decisions. Kazerouni Law Group, APC has focused its practice on consumer litigation, class actions, and privacy class actions in particular. My co-counsel Abbas Kazerounian and I have been instrumental in building the privacy and data breach practice at Kazerouni Law Group and accomplishing the many victories Kazerouni Law Group has achieved in this practice area. Exhibit 2 attached hereto outlines Kazerouni Law Group, APC's experience and achievements in privacy class actions and other consumer class actions.

20. Kazerouni Law Group's prior experience in data breach class actions in particular includes: *McAfee et al. v. Treasure Island, LLC*, No. A-18-772302-C, 2019 Nev. Dist. LEXIS 421 (D. Nev.) (granting final class action settlement approval in data breach action, on May 23, 2019); *Santana, et al. v. Rady Children's Hospital – San Diego*, Case No. 37-2014-0002241 (Super. Ct. Cal. Feb. 8, 2019) (finally approved California Confidentiality of Medical Information Act (CMIA) class action that settled shortly before trial, providing approximately 14,100 class members with the benefit in the form of \$6,764,616 of credit monitoring and identity theft

protection packages, \$5,000,000 cash payment, and \$1,800,000 in remedial measures, for a total value at over \$13.5 million); Class Counsel in *R.O., et al. v. Rady Children's Hospital – San Diego*, Case No. 37-2020-00011841-CU-BT-CTL (California CMIA class action settlement granted final approval on December 10, 2021); Class Counsel in *Newman v. JM Bullion, Inc.*, No. BCV-21-100436-BCB (CCPA data breach class action, granted final approval on June 30, 2022); *Kolar v. CSI Financial Services, LLC*, No. 37-2021-00030426-CU-NP-CTL (Super. Ct. Cal. Jan. 20, 2023) (data breach class action granted final approval); Class Counsel in *Stoffers v. Dave, Inc.*, No. 20STCV35381 (California Consumer Privacy Act (CCPA) data breach class action, granted preliminary approval), Interim Liaison Counsel and Class Counsel in *In re Planned Parenthood Los Angeles Data Incident Litigation*, Case No. 21CV44106; Interim Co-Lead Counsel and Class Counsel in *Hellyer, et al v. Smile Brands Inc., et al.*, 8:21-cv-01886-DOC-ADSx (C.D. Cal.); Class Counsel in *Hillbom v. R1 RCM, et al*, No. 2:24-cv-00664-JAD-EJY (D. Nev.); Interim Co-Lead Counsel and Class Counsel in *In re loanDepot Data Breach Litigation*, No. 8:24-cv-00136-DOC-JDE (C.D. Cal.), as well as other pending matters.

Class Counsel's Recommendation

21. While Plaintiff and Class Counsel believe in the strength and merits of the claims brought in this case, they are also aware that a successful outcome is uncertain and would be achieved, if at all, only after prolonged contested litigation with the risk of drawn-out appeals, resulting in delayed relief after protracted litigation, or the potential for no recovery at all. A settlement today not only avoids the risks of continued litigation, but it also provides benefits to the Settlement Class Members now as opposed to after years of risky litigation.

22. Class Counsel believe Plaintiff has a strong case for liability. With respect to Plaintiff's negligence claim, proposed Class Counsel believe they will ultimately be able to offer

evidence that Dufresne was negligent in failing to maintain reasonable and current data security programs and practices, which led directly to the loss of Plaintiff's and the Settlement Class Members' Private Information. Class Counsel believe Plaintiff's claims are viable and that Plaintiff has a reasonably good chance of proving that Dufresne's data security was inadequate and that, if they establish that central fact, Dufresne is likely to be found liable under at least some of the liability theories and statutory and common law claims Plaintiff pled in their Complaint.

23. On the other hand, Dufresne vigorously disputes Plaintiff's allegations, and Plaintiff's success is far from guaranteed. Given the obstacles and inherent risks Plaintiff will likely face absent settlement with respect to the claims in data breach class actions, including class certification, summary judgment, and trial, the substantial benefits the Settlement provides favors preliminary approval of the Settlement.

24. It is Class Counsel's opinion that, after serious arm's length settlement discussions with Counsel for Dufresne, the proposed Settlement provides significant relief to the Settlement Class, is fair, reasonable, and adequate, and the relief that it provides the Settlement Class Members is well within the range of possible final approval and satisfying the requirements of preliminary approval.

25. Class Counsel respectfully requests that the Court grant preliminary approval of the Settlement Agreement and enter the proposed Preliminary Approval Order filed with this motion.

Executed this 8th day of October 2025.

/s/ Mona Amini

Mona Amini

EXHIBIT 1

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

ROSALYN PARKER, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

THE DUFRESNE SPENCER GROUP, LLC
d/b/a ASHLEY FURNITURE HOMESTORE,

Defendant.

Civil Action No. 4:24-02202

CLASS ACTION SETTLEMENT AGREEMENT

This Settlement Agreement, dated as of this 8th day of October 2025, is made and entered into by and among the following Settling Parties (as defined below): (i) Rosalyn Parker (“Plaintiff”), individually and on behalf of the Settlement Class (as defined below), and (ii) Dufresne Spencer Group, LLC (“Defendant” or “Dufresne”). The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below) that were or could have been asserted in the Litigation titled *Parker v. The Dufresne Spencer Group, LLC*, No. 4:24-02202 (S.D. Tex.), upon and subject to the terms and conditions hereof.

I. THE LITIGATION

Plaintiff alleges that between May 15, 2023, and June 5, 2023, Dufresne experienced a data incident whereby an unauthorized party accessed and/or acquired certain files on Dufresne’s systems. *Complaint* at ¶ 2. Plaintiff further alleges that during the data incident, an unauthorized party gained access to certain types of personal information, including names, dates of birth, driver’s licenses, banking information (i.e., account number, routing number), digital signatures,

among other personal information (collectively “Private Information”). *Id.* Plaintiff also alleges that she received notice of the data incident from Dufresne on May 7, 2024. *Id.* at ¶ 56. Following this notification, Plaintiff filed a putative class action complaint asserting various claims against Dufresne relating to the Data Incident, as defined below (the “Litigation”).

This Settlement Agreement resulted from good faith, arm’s length settlement negotiations, conducted during a full-day mediation facilitated by Bruce A. Friedman through JAMS on October 16, 2024, and resulted in the parties ultimately reaching an agreement on the material terms of the proposed class action settlement. In preparation for, and during, the mediation process, counsel for Plaintiff and Dufresne exchanged information and documents which enabled counsel to make an informed decision about the fairness and adequacy of the Settlement.

Pursuant to the terms set out below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against Dufresne and the Released Persons (as defined below) relating to the Data Incident, by and on behalf of Plaintiff and Settlement Class Members (as defined below), and any other such actions by and on behalf of any other individuals originating, or that may originate, in jurisdictions in the United States of America (“United States”, as defined below) against Dufresne and the Released Persons relating to the Data Incident.

II. PLAINTIFF’S CLAIMS AND BENEFITS OF THE SETTLEMENT

Plaintiff believes that the claims asserted in the Litigation, as set forth in the Complaint, have merit. Plaintiff and Class Counsel (as defined below) recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Dufresne through motion practice, trial, and potential appeals. Plaintiff and Class Counsel have also considered the uncertainties and risks of protracted litigation, as well as the difficulties and

delays inherent in such litigation. Class Counsel are highly experienced in class-action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue in cybersecurity incident litigation in general and in this Litigation in particular. Plaintiff and Class Counsel believe that the settlement set forth in this Settlement Agreement will confer substantial benefits upon the Settlement Class and have determined that the Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

III. DENIAL OF WRONGDOING AND LIABILITY

Dufresne denies each and all of the claims and contentions alleged against it in the Litigation. Dufresne denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Nonetheless, Dufresne has concluded that further litigation would be protracted and expensive. Dufresne has considered the uncertainty and risks inherent in any litigation. Dufresne has, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiff, individually and on behalf of the Settlement Class, and Dufresne, that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who timely request to be excluded from the Settlement Class, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions

As used in the Settlement Agreement, the following terms have the meanings specified below:

1.1 “Agreement” or “Settlement Agreement” means this agreement.

1.2 “Claims Administration” means the processing and payment of claims received from Settlement Class Members by the Claims Administrator (as defined below).

1.3 “Claims Administrator” means Simpluris, Inc., the qualified third-party administrator agreed to by the Settling Parties and appointed by the Court in the Preliminary Approval Order to design, consult on, and implement Notice to the Settlement Class and administer the Settlement, the Settlement Website, submission and review of Claim Forms, and other requirements of this Agreement,

1.4 “Claims Deadline” means the postmark and/or online submission deadline for Valid Claims (as defined below) pursuant to ¶ 2.1.3.

1.5 “Claim Form” means the form utilized by the Settlement Class Members to submit a Settlement Claim (as defined below) for reimbursement. The Claim Form will be substantially in a form as shown in **Exhibit C** attached hereto, which will be available on both the Settlement Website (as defined below) and in paper format, if specifically requested by a Settlement Class Member.

1.6 “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration.

1.7 “Court” means the United States District Court for the Southern District of Texas (Houston Division).

1.8 “Data Incident” means the unauthorized access to Dufresne’s systems and certain

files containing sensitive and/or personal information about Dufresne's employees and customers including, but not limited to, name, contact information, banking information (account and routing number) submitted for expense reimbursement, date of birth, SSN/ITIN, driver's license, passport, digital signature, payment card number, payment card CVV, military identification, permanent resident card, medical diagnosis, medical treatment, voting identification, and foreign identification, which occurred between May 15, 2023 and June 5, 2023.

1.9 "Effective Date" means the first date by which all of the following events and conditions have occurred and been met: (i) following notice to the Settlement Class, the Settlement pursuant to this Settlement Agreement is finally approved by the Court; (ii) the Court has entered a Final Approval Order and Judgment (as defined below); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review.

1.10 "Final Fairness Hearing" means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement Agreement pursuant to Federal Rule of Civil Procedure 23 and whether to issue the Final Approval Order and Judgment. The Settling Parties shall request that the Court schedule the Final Fairness Hearing for a date that complies with the Class Action Fairness Act ("CAFA") notice provisions in 28 U.S.C. § 1715(d).

1.11 "Final Approval Order and Judgment" means, collectively, an order and judgment that the Court enters after the Final Approval Hearing, substantially in the form as shown in **Exhibit E**, which finally approves the Settlement Agreement and dismisses the Action with prejudice. Notwithstanding the above, any order modifying or reversing any attorneys' fee award

or service award made in this case shall not affect whether the Judgment is “final” for purposes of the Effective Date or any other aspect of the Judgment (as defined below).

1.12 “Judgment” means a judgment rendered by the Court, substantially in the form as shown in **Exhibit E**.

1.13 “Long Notice” means the long form notice of settlement posted on the Settlement Website, substantially in the form as shown in **Exhibit B** hereto.

1.14 “Objection Date” means the date by which Settlement Class Members must mail their objection to the settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.15 “Opt-Out Date” means the date by which Settlement Class Members must mail their requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

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

1.17 “Private Information” means, but is not limited to, name, contact information, banking information (account and routing number) submitted for expense reimbursement, date of birth, SSN/ITIN, driver’s license, passport, digital signature, payment card number, payment card CVV, military identification, permanent resident card, medical diagnosis, medical treatment, voting identification, and foreign identification. Private information also includes any other types of personally identifiable information collected or maintained by Dufresne leading to notification

regarding the Data Incident.

1.18 “Plaintiff” or “Class Representative” means Rosalyn Parker.

1.19 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class, substantially in the form as shown in **Exhibit D** hereto. The Settling Parties will prepare a mutually agreeable Preliminary Approval Order.

1.20 “Related Entities” means Dufresne Spencer Group, LLC (“Dufresne”) and its respective past or present parents, subsidiaries, divisions, and related or affiliated entities, including but not limited to Ashley Furniture Industries, LLC and Ashley Global Retail, LLC, and each of its and their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in this Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

1.21 “Released Claims” shall collectively mean any and all past, present, and future claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 *et seq.*, and all similar statutes in effect in any states in the United States; violations of any Texas and similar state consumer protection statutes including but not limited to the California Consumer Privacy Act and California Unfair Competition Law; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud;

misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the Data Incident. The Released Claims shall not include any claims against the Released Persons for damages arising from personal/bodily injury. Released Claims shall not include the right of any Settlement Class Member, Class Counsel, or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.22 "Released Persons" means Dufresne and the Related Entities.

1.23 "Settlement Claim" means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.24 "Settlement Class" means "All persons residing in the United States who were sent written notification by Dufresne Spencer Group that their Private Information was potentially accessed, viewed, and/or obtained as a result of the Data Incident that occurred between May 15, 2023 and June 5, 2023." The Settlement Class specifically excludes: (i) Dufresne, the Related Entities, and their officers and directors; (ii) all Settlement Class Members who timely and validly

request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

1.25 “Settlement Class Counsel” and/or “Class Counsel” means Abbas Kazerounian and Mona Amini of the law firm Kazerouni Law Group, APC.

1.26 “Settlement Class Member(s)” or “Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

1.27 “Settlement Website” means the website described in ¶ 3.2(c).

1.28 “Settling Parties” means, collectively, Dufresne Spencer Group and Plaintiff, individually and on behalf of the Settlement Class.

1.29 “Short Notice” means the content of the mailed notice to the proposed Settlement Class Members, substantially in the form as shown in **Exhibit A** attached hereto. The Short Notice will direct recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys’ fees, and the date of the Final Fairness Hearing (as defined below).

1.30 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Plaintiff, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiff intends to and expressly shall have, and each of the other Settlement Class Members intend to and

shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Settlement Class Members, including Plaintiff, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiff expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

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

1.32 “Valid Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or dispute resolution process described in ¶ 2.5.

2. Settlement Benefits

2.1 Reimbursement for Monetary Losses and Lost Time

2.1.1 Reimbursement for Documented Monetary Losses

- a) Reimbursement for Documented Out-of-Pocket Losses. All Settlement Class Members who submit a Valid Claim using the Claim Form, including necessary supporting documentation, are eligible for reimbursement of the following documented out-of-pocket expenses, not to exceed \$500 per Settlement Class Member, that were incurred as a result of the Data Incident: (i) unreimbursed bank fees; (ii) long distance phone charges; (iii) cell phone charges (only if charged by the minute); (iv) data charges (only if charged based on the amount of data used); (v) postage; and (vi) gasoline for local travel purchased by Settlement Class Members between May 15, 2023 and the Claims Deadline. Claims for documented out-of-pocket expenses may be combined with claims for documented fees for credit reports, credit monitoring or other identity theft insurance products and reimbursement of attested lost time and are subject to the same \$500 cap. To receive reimbursement for documented out-of-pocket expenses, Settlement Class Members must submit a Valid Claim, including documentation supporting their claims, to the Claims Administrator. Claims for Documented Out-of-Pocket Losses may be combined with a request for Credit Monitoring and Identity Theft Protection Services.
- b) Reimbursement for Documented Fees for Credit Reports, Credit Monitoring, or Other Identity Theft Insurance Products. All Settlement Class Members who submit a Valid Claim using the Claim Form, including necessary supporting

documentation, are eligible to receive reimbursement for credit reports, credit monitoring, or other identity theft insurance products purchased between May 15, 2023, and the Claims Deadline, not to exceed \$500 per Settlement Class Member. Claims for fees for credit reports, credit monitoring, or other identity theft insurance products may be combined with claims for documented out-of-pocket expenses and reimbursement of lost time and are subject to the same \$500 cap. To receive reimbursement for documented fees for credit reports, credit monitoring, or other theft insurance products, Settlement Class Members must submit a Valid Claim, including documentation supporting their claims, to the Claims Administrator. Claims for Documented Fees for Credit Reports, Credit Monitoring, or Other Identity Theft Insurance Products may be combined with a request for Credit Monitoring and Identity Theft Protection Services.

- c) Reimbursement for Documented Extraordinary Losses. Settlement Class Members are also eligible to receive reimbursement for documented Extraordinary Losses, not to exceed \$2,500 per Settlement Class Member for documented monetary losses if the loss: (i) is actual, documented, and unreimbursed; (ii) was more likely than not caused by the Data Incident; (iii) occurred between May 15, 2023, and the Claims Deadline; and (iv) is not already covered by one or more of the above-referenced reimbursable expense categories under Documented Monetary Losses. Settlement Class Members must also have made reasonable efforts to avoid, or seek reimbursement for, such Documented Extraordinary Losses, including but not limited to exhaustion

of all available credit monitoring insurance and identity theft insurance. Settlement Class Members with Documented Extraordinary Losses must submit substantial and plausible documentation supporting their claims. This can include receipts or other documentation not “self-prepared” by the claimant that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement for Documented Extraordinary Losses, but can be considered to add clarity or support other submitted documentation and a description of how the time was spent. Claims for Documented Extraordinary Losses may be combined with a request for Credit Monitoring and Identity Theft Protection Services.

2.1.2 Reimbursement for Attested Lost Time. Settlement Class Members are also eligible to receive reimbursement for up to four (4) hours of lost time spent dealing with the Data Incident (calculated at the rate of \$20 per hour), but only if at least one (1) full hour was spent dealing with the Data Incident. Settlement Class Members may receive up to four (4) hours of lost time if the Settlement Class Member (i) attests that any claimed lost time was spent responding to issues raised by the Data Incident; and (ii) provides a checkbox style description, or written description if no checkbox is applicable, of how the claimed lost time was spent related to the Data Incident. Claims for reimbursement of lost time may be combined with claims for documented out-of-pocket expenses and documented fees for credit reports, credit monitoring, or other identity theft insurance products and are subject to the same \$500 cap. Claims for Attested Lost Time may be combined with a request for Credit Monitoring and Identity Theft Protection Services.

2.1.3 Alternative Cash Payment. In lieu of submitting a claim for Attested Lost Time, Documented Extraordinary Losses, or Documented Out-of-Pocket Losses, Settlement Class

members may alternatively submit a claim for a cash payment of \$45. This Alternative Cash Payment may be combined with a request for Credit Monitoring and Identity Theft Protection Services. Settlement Class Members electing the Alternative Cash Payment are not eligible to claim reimbursement for Attested Lost Time, Documented Extraordinary Losses, or Documented Out-of-Pocket Losses.

2.1.4 Settlement Class Members seeking reimbursement under ¶ 2.1 must complete and submit a Claim Form to the Claims Administrator, postmarked or submitted online on or before 90 days after the deadline for the commencement of notice to Settlement Class Members as set forth in ¶ 3.2(d) (the “Claims Deadline”). The notice to the Settlement Class will specify this deadline and other relevant dates described herein. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief. Notarization shall not be required. Failure to provide supporting documentation for Documented Out-of-Pocket Losses (other than reimbursement of lost time) and Documented Extraordinary Losses, referenced above, as requested on the Claim Form, shall result in denial of a claim. For the reimbursement of up to four (4) hours of lost time claimed by Settlement Class Members, the Settlement Class Member must provide an attestation that the time claimed was spent responding to issues raised by the Data Incident and a description of how the time was spent.

2.2 Limitation on Reimbursable Expenses. Nothing in this Settlement Agreement shall be construed as requiring Dufresne to provide, and Dufresne shall not be required to provide, for a double payment for the same loss or injury that was reimbursed or compensated by any other source. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement

Agreement.

2.3 Credit Monitoring and Identity Theft Protection Services. All Settlement Class Members shall have the ability to make a claim for two (2) years of Credit Monitoring and Identity Theft Protection Services without requiring the filing of a claim for monetary compensation. Dufresne will pay for the credit monitoring services separate and apart from other settlement benefits. The Credit Monitoring and Identity Theft Protection Services will be Financial Shield Total provided by CyEx, which regularly retails for \$32.95 per month, will provide certain services to each participating Settlement Class Member, including: 3-Bureau Credit Monitoring; Monthly Credit Score; Bank and Financial Account Monitoring; Financial Transaction Monitoring; Home Title Monitoring; Spend Tracking by Category; Fictitious Identity Monitoring; Score Tracker; Change of Address Monitoring; Real-Time Inquiry Alerts; Real-Time Authentication Alerts; Dark Web Monitoring; High-Risk Transaction Monitoring; Lost Wallet Protection; \$1,000,000 Identity Theft Insurance; Security Freeze Assist; Victim Assistance; and Customer Support.

2.4 Information Security Improvements. Dufresne has agreed to provide sufficient documentation to demonstrate that it either has implemented or will implement various security related measures. Costs associated with these information security improvements will be paid by Dufresne separate and apart from other settlement benefits. Upon request by Plaintiff's counsel, Dufresne agrees to provide confirmatory discovery and/or a confidential declaration regarding changes and improvements made to protect Settlement Class Members' Private Information.

2.5 Dispute Resolution for Claims.

2.5.1 The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be

necessary to reasonably support the expenses described in ¶ 2.1; and (iii) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed losses as a result of the Data Incident. The Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require in order to evaluate the claim, *e.g.*, documentation requested on the Claim Form, and required documentation regarding the claimed losses. The Claims Administrator's initial review will be limited to a determination of whether the claim is complete and plausible. For any claims that the Claims Administrator determines to be implausible, the Claims Administrator will submit those claims to the Settling Parties (one of Plaintiff's lawyers shall be designated to fill this role for Plaintiff). If the Settling Parties do not agree with the Claimant's claim, after meeting and conferring, then the claim shall be referred to a claims referee for resolution. The Settling Parties will mutually agree on the claims referee should one be required.

2.5.2 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Claims Administrator shall request additional information ("Claim Supplementation") and give the claimant twenty-one (21) days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with compliance during the twenty-one (21) day period, the claimant may request and, for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the twenty-one (21) day deadline in which to comply; however, in no event shall the deadline be extended to later than six (6) months from the Effective Date. If the defect is not

timely cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

2.5.3 Following receipt of additional information requested by the Claims Administrator, the Claims Administrator shall have ten (10) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is facially valid, then the claim shall be paid. If the Claim Administrator determines that such a claim is not facially valid because the claimant has not provided all information needed to complete the Claim Form and enable the Claim Administrator to evaluate the claim, then the Claim Administrator may reject the claim without any further action. If the claim is rejected in whole or in part, for other reasons, then the claim shall be referred to the claims referee.

2.5.4 If any dispute is submitted to the claims referee, the claims referee may approve the Claims Administrator's determination by making a ruling within fifteen (15) days of the claims referee's receipt of the submitted dispute. The claims referee may make any other final determination of the dispute or request further supplementation of a claim within thirty (30) days of the claims referee's receipt of the submitted dispute. The claims referee's determination shall be based on whether the claims referee is persuaded that the claimed amounts are reasonably supported in fact and were more likely than not caused by the Data Incident. The claims referee shall have the power to approve a claim in full or in part. The claims referee's decision will be final and non-appealable. Any claimant referred to the claims referee shall reasonably cooperate with the claims referee, including by either providing supplemental information as requested or, alternatively, signing an authorization allowing the claims referee to verify the claim through third-party sources, and failure to cooperate shall be grounds for denial of the claim in full. The claims

referee shall make a final decision within thirty (30) days of the latter of the following events: its receipt of the submitted dispute and receipt of all supplemental information requested.

2.6 Settlement Expenses. All costs for notice to the Settlement Class as required under ¶¶ 3.1 and 3.2, Costs of Claims Administration under ¶¶ 8.1, 8.2, and 8.3, Settlement Benefits under ¶ 2; and the costs of dispute resolution described in ¶ 2.5, shall be paid by Dufresne.

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

3. Order of Preliminary Approval and Publishing of Notice of Fairness Hearing

3.1. As soon as practicable after the execution of the Settlement Agreement, Plaintiff's Counsel and counsel for Dufresne shall jointly submit this Settlement Agreement to the Court, and Plaintiff's Counsel will file a motion for preliminary approval of the settlement with the Court requesting entry of a mutually agreeable Preliminary Approval Order requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only pursuant to ¶ 2.7;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Abbas Kazerounian and Mona Amini of the law firm Kazerouni

Law Group, APC as Class Counsel;

- d) appointment of Plaintiff as Class Representative;
- e) approval of a customary form of Short Notice to be mailed by first-class United States Postal Service (“USPS”) mail to Settlement Class Members in a form substantially similar to **Exhibit A**, attached hereto.
- f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to **Exhibit B**, attached hereto, which, together with the Short Notice, shall include a fair summary of the Settling Parties’ respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, the requested attorneys’ fees, and the date, time and place of the Final Fairness Hearing;
- g) approval of the Claim Form to be available on the Settlement Website for submitting claims and available in .pdf format on the Settlement Website for or if specifically requested by the Settlement Class Member, in a form substantially similar to **Exhibit C**, attached hereto; and
- h) appointment of Simpluris, Inc. as the Claims Administrator.

3.2 Dufresne shall pay for providing notice to the Settlement Class in accordance with the Preliminary Approval Order, and the costs of such notice, together with the Costs of Claims Administration. Any attorneys’ fees, costs, and expenses of Plaintiff’s Counsel, and a service award to the Class Representative, as approved by the Court, shall be paid by Dufresne as set forth in ¶ 7 below. Notice shall be provided to Settlement Class Members by the Claims Administrator as follows:

- a) *Class Member Information:* Within fourteen (14) days of entry of the Preliminary Approval Order, Dufresne shall provide the Claims Administrator with the name, physical address, and email, if available, of each Settlement Class Member (collectively, “Class Member Information”) that Dufresne and/or the Released Entities possess. Dufresne will provide the most current Class Member Information for all Settlement Class Members as such information is contained in its or the Released Entities’ records.
- b) The Class Member Information and its contents shall be used by the Claims Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Except to administer the Settlement as provided in this Agreement, or to provide all data and information in its possession to the Settling Parties upon request, the Claims Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information.
- c) *Settlement Website:* Prior to the dissemination of the Short Notice, the Claims Administrator shall establish the Settlement Website, that will inform Settlement Class Members of the terms of this Agreement, their rights, dates and deadlines and related information. The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Agreement; (v) the operative Class Action Complaint filed in the Litigation; (vi) Class Counsel’s Application for Attorneys’ Fees and Expenses and Service Award for the Class Representative; and (viii) any other materials agreed upon by the Settling Parties and/or required by the

Court. The Settlement Website shall provide Settlement Class Members with the ability to complete and submit the Claim Form, and supporting documentation, electronically.

d) *Short Notice:* Within forty-five (45) days of entry of the Preliminary Approval Order and to be substantially completed not later than sixty (60) days after entry of the Preliminary Approval Order, subject to the requirements of this Agreement and the Preliminary Approval Order, the Claims Administrator will provide notice to the Settlement Class members as follows:

- via postcard to the postal address provided to Dufresne and/or the Released Entities by the Settlement Class Members. Before any mailing under this paragraph occurs, the Claims Administrator shall run the postal addresses of Settlement Class Members through the USPS National Change of Address database to update any change of address on file with the USPS within thirty (30) days of entry of the Preliminary Approval Order.
- in the event that a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is not valid, and the envelope contains a forwarding address, the Claims Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice.
- in the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Opt-Out Date and the

Objection Date, a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is no longer valid, i.e., the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Claims Administrator shall perform a standard skip trace, in the manner that the Claims Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Claims Administrator will re-send the Short Notice within seven (7) days of receiving such information. This shall be the final requirement for mailing.

- The date of the first mailing of the Short Notice shall be deemed the “notice commencement date” for purposes of calculating the opt-out and objection deadlines, and all other deadlines that flow from the notice commencement date.
- c) Publishing, on or before the date of mailing the Short Notice, the Claim Form and the Long Notice on the Settlement Website as specified in the Preliminary Approval Order, and maintaining and updating the Settlement Website throughout the claim period;
- f) A toll-free help line shall be made available to provide Settlement Class Members with additional information about the settlement and to respond to Settlement Class Members’ questions. The Claims Administrator also will provide copies of the Short Notice, Long Notice, and paper Claim Form, as well as this Settlement

Agreement, upon request to Settlement Class Members; and

- g) Contemporaneously with seeking final approval of the Settlement, Class Counsel and Dufresne shall cause to be filed with the Court an appropriate affidavit or declaration from the Claims Administrator with respect to complying with this provision of notice to the Settlement Class.

3.3 The Short Notice, Long Notice, and other applicable communications to the Settlement Class may be adjusted by the Claims Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with such approval. The notice program shall commence within forty-five (45) days after entry of the Preliminary Approval Order and shall be completed within sixty (60) days after entry of the Preliminary Approval Order.

3.4 Class Counsel and Dufresne's counsel shall request that after notice is completed, the Court hold the Final Fairness Hearing and grant final approval of the settlement set forth herein.

3.5 Dufresne will serve or cause to be served the notice of the proposed Settlement on appropriate officials required by the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715, no later than ten (10) days after this Settlement Agreement is filed with the Court.

4. Opt-Out Procedures

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than sixty (60) days after the date on which the notice program commences pursuant to ¶ 3.2(d).

4.2 All Persons who submit valid and timely notices of their intent to be excluded from

the Settlement Class, as set forth in ¶ 4.1 above, referred to herein as “Opt-Outs,” shall not receive any cash benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3 In the event that within ten (10) days after the Opt-Out Date as approved by the Court, there have been more than one hundred (100) timely and valid Opt-Outs (exclusions) submitted, Dufresne may, by notifying Class Counsel and the Court in writing, void this Settlement Agreement. If Dufresne voids the Settlement Agreement pursuant to this paragraph, Dufresne shall be obligated to pay all settlement expenses already incurred, excluding any attorneys’ fees, costs, and expenses of Class Counsel and the service award and Dufresne shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

5. Objection Procedures

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector’s full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (*e.g.*, copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vi) the objector’s

signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and (vii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years. To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court and contain the case name and docket number *Rosalyn Parker v. The Dufresne Spencer Group LLC d/b/a Ashley Furniture HomeStore*, Case No. 4:22-cv-02202 (S.D. Tex.) (the "Dufresne Action"), no later than sixty (60) days from the date on which notice program commences pursuant to ¶ 3.2(d), and served concurrently therewith upon Class Counsel, Abbas Kazercounian and Mona Amini of the law firm Kazercouni Law Group, APC, 245 Fischer Ave., Unit D1, Costa Mesa, CA 92626; and counsel for Dufresne, Michelle Gomez, Baker & Hostetler, LLP, 811 Main St., Suite 1100, Houston, TX 77002.

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Approval Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

6. Releases

6.1 Upon the Effective Date, each Settlement Class Member (who has not timely and

validly excluded himself or herself from the Settlement), including Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member (who has not timely and validly excluded himself or herself from the Settlement), including Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

6.2 Nothing in this ¶ 6 shall preclude any action to enforce the terms of this Settlement Agreement by Plaintiff, Settlement Class Members, Class Counsel, and/or Dufresne.

7. Plaintiff's Counsel's Attorneys' Fees, Costs, and Expenses; Service

7.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to Plaintiff, as provided for in ¶¶ 7.2 and 7.3, until after the substantive terms of the settlement had been agreed upon, other than that Dufresne would not object to a request for reasonable attorneys' fees, costs, expenses, and a service award to Plaintiff as may be ordered by the Court. Dufresne and Class Counsel then negotiated and agreed to the provisions described in ¶¶ 7.2 and 7.3. Dufresne shall pay any attorneys' fees, costs, expenses and/or service award to Plaintiff, as provided for in ¶¶ 7.2 and 7.3, separate and apart from any benefits provided to Settlement Class Members and the costs of notice and Claims Administration.

7.2 Subject to Court approval, Dufresne has agreed not to object to a request by Class Counsel for attorneys' fees, inclusive of any costs and expenses of the Litigation in an amount not to exceed \$300,000.

7.3 Subject to Court approval, Dufresne has agreed not to object to a request for a service award in the amount of \$2,500 to the named Plaintiff.

7.4 If awarded by the Court, Dufresne shall pay the attorneys' fees, costs, expenses, and service award to Plaintiff, as set forth above in ¶¶ 7.2, 7.3, and 7.4, within twenty-one (21) days after the Effective Date. Class Counsel shall thereafter distribute the award of attorneys' fees, costs, and expenses among Plaintiff's Counsel and service award to Plaintiff consistent with ¶¶ 7.2 and 7.3.

7.5 The amount(s) of any award of attorneys' fees, costs, and expenses, and the service award to Plaintiff, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. Plaintiff shall file any motion seeking an award of attorneys' fees, costs, and expenses, and the service award to Plaintiff at least 14 days prior to the Objection Date. These payments will not in any way reduce the consideration being made available to the Settlement Class as described herein. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service award ordered by the Court to Class Counsel or Plaintiff shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

8. Administration of Claims

8.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶ 2.1. Class Counsel and Dufresne shall be given reports as to both claims and distribution and have the right to review and obtain supporting documentation to the extent necessary to resolve claims administration issues. The Claims Administrator's and claims referee's, as applicable, determination of whether a Settlement Claim is a Valid Claim shall

be binding, subject to the dispute resolution process set forth in ¶ 2.5. All claims agreed to be paid in full by Dufresne shall be deemed a Valid Claim.

8.2 Checks for Valid Claims shall be mailed and postmarked within sixty (60) days of the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is later.

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

8.4 No Person shall have any claim against the Claims Administrator, claims referee, Dufresne, Released Persons, Class Counsel, Plaintiff, Plaintiff's Counsel, and/or Dufresne's counsel based on distributions of benefits to Settlement Class Members.

8.5 Information submitted by Settlement Class Members in connection with submitted claims under this Settlement Agreement shall be deemed confidential and protected as such by the Claims Administrator, Claims Referee, Class Counsel, and counsel for Dufresne.

9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

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

- a) the Court has entered the Order of Preliminary Approval and Publishing of Notice of a Final Fairness Hearing, as required by ¶ 3.1;
- b) Dufresne has not exercised its option to terminate the Settlement Agreement

pursuant to ¶ 4.3;

- c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- d) the Judgment has become Final, as defined in ¶ 1.11.

9.2 If all conditions specified in ¶ 9.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 9.4 unless Class Counsel and counsel for Dufresne mutually agree in writing to proceed with the Settlement Agreement.

9.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Class Counsel and to Dufresne's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

9.4 In the event that the Settlement Agreement or the releases set forth in ¶¶ 6.1, 6.2, and 6.3 above are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms: (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or the service award shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to

the contrary, Dufresne shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, and Claims Administration, and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

10. Miscellaneous Provisions

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

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

10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence

of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action related to the Data Incident that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

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

10.5 The Settlement Agreement contains the entire understanding between Dufresne and Plaintiff regarding the payment of the Dufresne Action and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Dufresne and Plaintiff in connection with the payment of the Dufresne Action. Except as otherwise provided herein, each party shall bear its own costs. This Agreement supersedes all previous agreements made between Dufresne and Plaintiff. Any agreements reached between Dufresne, Plaintiff, and any third party, are expressly excluded from this provision.

10.6 Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiff to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

10.7 Each counsel or other Person executing the Settlement Agreement on behalf of

any party hereto hereby warrants that such Person has the full authority to do so.

10.8 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

10.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties hereto. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

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

10.11 As used herein, "he" means "he, she, or it;" "his" means "his, hers, or its," and "him" means "him, her, or it."

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

10.13 Cashing a settlement check is a condition precedent to any Settlement Class Member's right to receive monetary settlement benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within ninety (90) days, after which time it is void." If a check becomes void, the Settlement Class Member shall have until six (6) months after the Effective Date to request re-issuance by the Claims Administrator.

10.14 If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and Dufresne

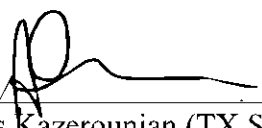
shall have no obligation to make payments to the Settlement Class Member for expense reimbursement under ¶ 2.1 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such re-issued checks become void.

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

IN WITNESS WHEREOF, the Settling Parties hereto have caused the Settlement Agreement to be executed by their duly authorized attorneys.

AGREED TO BY:

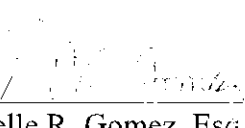
KAZEROUNI LAW GROUP, APC

By:  _____
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Counsel for Plaintiff and the Settlement Class

BAKER & HOSTETLER LLP

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Counsel for Defendant

EXHIBIT A

**A proposed Settlement has been reached in a class action lawsuit
known as *Rosalyn Parker v. The Dufresne Spencer Group LLC d/b/a Ashley Furniture HomeStore*, Case
No. 4:22-cv-02202 (S.D. Tex.) (“Lawsuit”), filed in the United States District Court for the Southern
District of Texas, Houston Division.**

What is this about? This Lawsuit arises out of unauthorized access to Dufresne’s systems and certain files containing sensitive and/or personal information about Dufresne’s employees and customers which occurred between May 15, 2023 and June 5, 2023 (“Data Incident”).

Who is a Settlement Class Member? You are a Settlement Class Member if you reside in the United States and were sent written notification by Dufresne Spencer Group (“Dufresne”) that your Private Information was potentially accessed, viewed, and/or obtained as a result of the Data Incident that occurred between May 15, 2023 and June 5, 2023.

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

- **Reimbursement for Documented Out-of-Pocket Losses:** Reimbursement for up to \$500 for documented out-of-pocket losses.
- **Reimbursement for Documented Extraordinary Losses:** Reimbursement for extraordinary losses, not to exceed \$2,500 per Settlement Class Member, for documented monetary losses.
- **Reimbursement for Attested Lost Time:** Reimbursement for up to four (4) hours of lost time spent dealing with the Data Incident (\$20 per hour).
- **Alternative Cash Payment:** In lieu of submitting a claim for Attested Lost Time, Documented Extraordinary Losses, or Documented Out-of-Pocket Losses, Settlement Class members may submit a claim for a cash payment of \$45 and also request Credit Monitoring.
- **Credit Monitoring:** Settlement Class Members shall have the ability to make a claim for two years of Credit Monitoring and Identity Theft Protection Services.
- **Information Security Improvements:** Dufresne will also provide various security enhancements.

You must file a claim by [INSERT DATE] by mail or online at [INSERT WEBSITE] to receive benefits from the Settlement. Claim forms are available at [INSERT WEBSITE]. Your unique Login and Password on this Notice will be required to access the online and paper claim forms.

Login: XXX_XXX_XXXX

Password: XXXX

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 any money.
- **Exclude yourself:** You can get out of the Settlement and keep your right to sue about the claims in this Lawsuit, but you will not get any money from the Settlement. You must exclude yourself by [INSERT].
- **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]. Detailed instructions on how to file a claim, get additional credit monitoring, exclude yourself, or object are on the Settlement Website below. The Court will hold the Final Fairness Hearing on [INSERT] at [INSERT] to consider whether the proposed Settlement is fair, reasonable, and adequate, to consider Attorneys’ Fees, Costs, and Expenses in the total amount of \$300,000 and request a Class Representative service award of \$2,500, 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, Class Counsel’s Application for Attorneys’ Fees and Expenses, and other documents, visit [INSERT WEBSITE] or call [INSERT PHONE #].

EXHIBIT B

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT**If Dufresne Spencer Group Notified You of a Data Incident,
You May be Eligible For Benefits From a Class Action Settlement.**

A court authorized this Notice. This is not a solicitation from a lawyer, junk mail, or an advertisement.

- A proposed Settlement has been reached in a class action lawsuit known as *Rosalyn Parker v. The Dufresne Spencer Group LLC d/b/a Ashley Furniture HomeStore*, Case No. 4:22-cv-02202 (“Lawsuit”), filed in the United States District Court for the Southern District of Texas, Houston Division.
- This Lawsuit arises out of unauthorized access to Dufresne’s systems and certain files containing sensitive and/or personal information about Dufresne’s employees and customers including, but not limited to, name, contact information, banking information (account and routing number) submitted for expense reimbursement, date of birth, SSN/ITIN, driver’s license, passport, digital signature, payment card number, payment card CVV, military identification, permanent resident card, medical diagnosis, medical treatment, voting identification, and foreign identification (“Private Information”), which occurred between May 15, 2023 and June 5, 2023 (“Data Incident”). Dufresne disagrees with Plaintiff’s claims and denies any wrongdoing.
- All Settlement Class Members can receive the following benefits from the Settlement: (1) reimbursement for up to \$500 for Documented Out-of-Pocket Losses, (2) reimbursement for Extraordinary Losses up to \$2,500 for documented expenses; (3) reimbursement for up to four (4) hours of Attested Lost Time spent dealing with the Data Incident at \$20 per hour (\$80 total); and (4) in lieu of submitting a claim for Attested Lost Time, Documented Extraordinary Losses, or Documented Out-of-Pocket Losses, Settlement Class Members may submit a claim for an Alternative Cash Payment of \$45 and also request Credit Monitoring. Dufresne also agrees to provide Information Security Improvements.
- Settlement Class Members shall have the ability to claim two (2) years of credit monitoring with three bureaus.
- You are included in this Settlement as a Settlement Class Member if you reside in the United States and were sent written notification by Dufresne Spencer Group that indicated your Private Information was potentially accessed, viewed, and/or obtained as a result of the Data Incident that occurred between May 15, 2023 and June 5, 2023.
- Your legal rights are affected regardless of whether you do or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT

Submit a Claim and/or Receive Credit Monitoring	You must submit a Valid Claim to get Settlement Benefits from this Settlement. Claim Forms must be submitted online no later than [INSERT] or, if mailed, postmarked no later than [INSERT]. You may enroll in the credit monitoring product for a period of two years by submitting a request through the Claim Form.
Do Nothing	If you do nothing, you remain in the Settlement. You give up your rights to sue and you will not get any money.
Exclude Yourself or Opt Out	This is the only option that allows you to keep your right to sue about the claims in this Lawsuit. You will not get any Settlement Benefits from the Settlement. Your request to exclude yourself must be postmarked no later than [INSERT].
File an Objection	Stay in the Settlement but tell the Court why you think the Settlement should not be approved. Objections must be postmarked no later than [INSERT].
Go to a Hearing	You can ask to speak in Court about the fairness of the Settlement, at your own expense. <i>See</i> Question 18 for more details. The Final Fairness Hearing is scheduled for [INSERT].

WHAT THIS NOTICE CONTAINS

Basic Information..... Pages 3-4

1. How do I know if I am affected by the Lawsuit and Settlement?
2. What is this case about?
3. Why is there a Settlement?
4. Why is this a class action?
5. How do I know if I am included in the Settlement?

The Settlement Benefits Pages 4-5

6. What does this Settlement provide?
7. How to submit a Claim?
8. What am I giving up as part of the Settlement?
9. Will the Class Representative receive compensation?

Exclude Yourself Page 6

10. How do I exclude myself from the Settlement?
11. If I do not exclude myself, can I sue later?
12. What happens if I do nothing at all?

The Lawyers Representing You Page 6

13. Do I have a lawyer in the case?
14. How will the lawyers be paid?

Objecting to the Settlement..... Page 7

15. How do I tell the Court that I do not like the Settlement?
16. What is the difference between objecting and asking to be excluded?

The Final Fairness Hearing..... Page 8

17. When and where will the Court decide whether to approve the Settlement?
18. Do I have to come to the hearing?
19. May I speak at the hearing?

Do Nothing..... Page 8

20. What happens if I do nothing?

Get More Information Page 8

21. How do I get more information about the Settlement?

BASIC INFORMATION

1. How do I know if I am affected by the Lawsuit and Settlement?

You are a Settlement Class Member if you reside in the United States and were sent written notification by Dufresne Spencer Group that indicated your Private Information was potentially accessed, viewed, and/or obtained as a result of the Data Incident that occurred between May 15, 2023 and June 5, 2023.

The Settlement Class specifically excludes: (i) Dufresne, the Related Entities, and their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge. This Notice explains the nature of the Lawsuit and claims being settled, your legal rights, and the benefits to the Settlement Class.

2. What is this case about?

This case is known as *Rosalyn Parker v. The Dufresne Spencer Group LLC d/b/a Ashley Furniture Home Store*, Case No. 4:22-cv-02202, filed in the United States District Court for the Southern District of Texas, Houston Division. The individual who sued is called the “Plaintiff” and the company she sued, Dufresne Spencer Group (“Dufresne”), is known as the “Defendant” in this case. Dufresne will be called “Defendant” in this Notice.

Plaintiff filed a lawsuit against Defendant, individually, and on behalf of anyone whose Private Information was potentially impacted as a result of the Data Incident.

This Lawsuit arises out of unauthorized access to Dufresne’s systems and certain files containing sensitive and/or personal information about Dufresne’s employees and customers including, but not limited to, name, contact information, banking information (account and routing number) submitted for expense reimbursement, date of birth, SSN/ITIN, driver’s license, passport, digital signature, payment card number, payment card CVV, military identification, permanent resident card, medical diagnosis, medical treatment, voting identification, and foreign identification (“Private Information”), which occurred between May 15, 2023 and June 5, 2023 (“Data Incident”). After learning of the Data Incident, notification was mailed to persons whose Private Information may have been impacted by the Data Incident. Subsequently, this Lawsuit was filed asserting claims against Dufresne relating to the Data Incident. Dufresne denies Plaintiff’s claims and denies any wrongdoing.

3. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. The Class Representative, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and, thus, in the best interest of the Settlement Class Members. The Court did not decide in favor of the Plaintiff or Defendant. Full details about the proposed Settlement are found in the Settlement Agreement available on the Settlement Website: [INSERT].

4. Why is this a class action?

In a class action, one or more people called “Class Representatives” sue on behalf of all people who have similar claims. All of these people together are the “Settlement Class” or “Settlement Class Members.”

5. How do I know if I am included in the Settlement?

You are a Settlement Class Member if you reside in the United States and were sent written notification by Dufresne Spencer Group that your Private Information was potentially accessed, viewed, and/or obtained as a result of the Data Incident that occurred between May 15, 2023 and June 5, 2023. If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit [INSERT], call toll free [INSERT], or write to [INSERT].

THE SETTLEMENT BENEFITS

6. What does this Settlement provide?

The proposed Settlement will provide the following benefits to Settlement Class Members:

Reimbursement for Documented Out-of-Pocket Losses: All Settlement Class Members who submit a Valid Claim using the Claim Form are eligible for reimbursement of the following documented out-of-pocket expenses, not to exceed \$500 per Settlement Class Member, that were incurred as a result of the Data Incident: (i) unreimbursed bank fees; (ii) long distance phone charges; (iii) cell phone charges (only if charged by the minute); (iv) data charges (only if charged based on the amount of data used); (v) postage; (vi) gasoline for local travel; and (vii) fees for credit reports, credit monitoring, or other identity theft insurance products purchased by Settlement Class Members between May 15, 2023, and the Claims Deadline. To receive reimbursement for any of the above-referenced out-of-pocket expenses, Settlement Class Members must submit a valid and timely Claim Form, including necessary supporting documentation, to the Claims Administrator.

Reimbursement for Documented Extraordinary Losses: Settlement Class Members are also eligible to receive reimbursement for extraordinary losses, not to exceed \$2,500 per Settlement Class Member, for documented monetary loss that: (i) is actual, documented, and unreimbursed; (ii) was more likely than not caused by the Data Incident; (iii) occurred between May 15, 2023, and the Claims Deadline; and (iv) is not already covered by any of the above-referenced documented out-of-pocket expenses or lost time reimbursement categories. Settlement Class Members must also provide documentation that he or she 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.

Reimbursement for Attested Lost Time: Settlement Class Members are also eligible to receive reimbursement for up to four (4) hours of lost time spent dealing with the Data Incident (calculated at the rate of \$20 per hour) (for a total of up to \$80), but only if at least one (1) full hour was spent dealing with the Data Incident. Settlement Class Members may receive reimbursement for lost time if the Settlement Class Member (i) attests that any claimed lost time was spent responding to issues raised by the Data Incident; and (ii) provides a checkbox style description, or written description if no checkbox is applicable, of how the claimed lost time was spent related to the Data Incident. Claims made for lost time can be combined with reimbursement for out-of-pocket expenses and are subject to the same \$500 cap for each Settlement Class Member.

Alternative Cash Payment: In lieu of submitting a claim for Attested Lost Time, Documented

Extraordinary Losses, or Documented Out-of-Pocket Losses, Settlement Class Members may submit a claim for a cash payment of \$45. This Alternative Cash Payment may be combined with a request for Credit Monitoring. Settlement Class Members electing the Alternative Cash Payment are NOT eligible to claim reimbursement for Attested Lost Time, Documented Extraordinary Losses, or Documented Out-of-Pocket Losses.

Credit Monitoring: If you would like to receive two years of Credit Monitoring and Identity Theft Protection Services, you may do so before the Claims Deadline on [INSERT] by selecting the credit monitoring option on the Claim Form, which will provide two (2) years of Credit Monitoring and Identity Theft Protection Services.

Information Security Improvements: Dufresne will implement or maintain various data security improvements. Any costs associated with these security improvements will be paid by Dufresne separate and apart from other Settlement Benefits.

7. How to submit a claim?

All claims will be reviewed by the Claims Administrator and/or a claims referee. You must file a Claim Form to get any money from the proposed Settlement. Claim Forms must be submitted online by [INSERT] or postmarked no later than [INSERT]. You can download a Claim Form at [INSERT] or you can call the Claims Administrator at [INSERT]. The unique Login and Password that were printed on the Notice you received will be required to submit a paper Claim Form by mail or a Claim Form online.

8. What am I giving up as part of the Settlement?

If you stay in the Settlement Class, you will be eligible to receive benefits, but you will not be able to sue Dufresne and its Related Entities and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers regarding the claims in this case. The Settlement Agreement, which includes all provisions about settled claims, releases, and Released Persons, is available at [INSERT WEBSITE].

The only way to keep the right to sue is to exclude yourself (*see* Question 10), otherwise you will be included in the Settlement Class, if the Settlement is approved, and you give up the right to sue for the claims in this case.

9. Will the Class Representative receive compensation?

Yes. The Class Representative will receive a service award of up to \$2,500 to compensate her for her services and efforts in bringing the Lawsuit. The Court will make the final decision as to the amount, if any, of the service award to be paid to the Class Representative.

EXCLUDE YOURSELF

10. How do I exclude myself from the Settlement?

If you do not want to be included in the Settlement, you must send a timely written request for exclusion. Your request for exclusion must be individually signed by you. Your request must clearly manifest your intent to be excluded from the Settlement.

Your written request for exclusion must be postmarked no later than **[INSERT]** to:

[INSERT MAILING ADDRESS]

Instructions on how to submit a request for exclusion are available at **[INSERT WEBSITE]** or from the Claims Administrator by calling **[INSERT PHONE #]**.

If you exclude yourself, you will not be able to receive any cash benefits from the Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in this Lawsuit and you will keep your right to sue the Defendant on your own for the claims that this Settlement resolves.

11. If I do not exclude myself, can I sue later?

No. If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, you forever give up the right to sue the Released Persons (listed in Question 8) for the claims this Settlement resolves.

12. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it, you will not get any money from the Settlement, you will not be able to start or proceed with a Lawsuit, or be part of any other Lawsuit against the Released Persons (listed in Question 8) about the settled claims in this case at any time.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed Abbas Kazerounian and Mona Amini of the law firm Kazerouni Law Group, APC (called “Class Counsel”) to represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel will apply to the Court for an award of attorneys’ fees, costs, and litigation expenses in an amount not to exceed \$300,000. A copy of Class Counsel’s Application for Attorneys’ Fees, Costs, and Expenses will be posted on the Settlement Website, **[INSERT WEBSITE]**, before the Final Fairness Hearing. The Court will make the final decisions as to the amounts to be paid to Class Counsel, and may award less than the amount requested by Class Counsel.

OBJECTING TO THE SETTLEMENT

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

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you can submit an objection telling it why you do not think the Settlement should be approved. Objections must be submitted in writing and include all the following information:

Such notice shall state:

- (i) the objector's full name, address, telephone number, and e-mail address (if any);
- (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (*e.g.*, copy of notice, copy of original notice of the Data Incident);
- (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable;
- (iv) the identity of any and all counsel representing the objector in connection with the objection;
- (v) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing;
- (vi) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and
- (vii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years.

Your Objection must include the case name and docket number, *Rosalyn Parker v. The Dufresne Spencer Group LLC d/b/a Ashley Furniture HomeStore*, Case No. 4:22-cv-02202 (the "Dufresne Action"), and be submitted to the Clerk of the Court by First-Class mail, received no later than [INSERT DATE], to:

[INSERT COURT CLERK INFORMATION]

In addition, you must mail a copy of your objection to Class Counsel and Defense Counsel, postmarked no later than [INSERT DATE]:

CLASS COUNSEL	DEFENSE COUNSEL
<p>Abbas Kazerounian Mona Amini Kazerouni Law Group, APC 245 Fischer Ave., Unit D1 Costa Mesa, CA 92626</p>	<p>Michelle R. Gomez Baker & Hostetler, LLP 811 Main St Suite 1100 Houston, TX 77002</p>

If you do not submit your objection with all requirements, or if your objection is not received by [INSERT DATE], you will be considered to have waived all Objections to the Settlement.

16. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself from the Settlement, you have no basis to object because the Settlement no longer affects you.

THE FINAL FAIRNESS HEARING

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

The Court will hold the Final Fairness Hearing at [INSERT DATE, TIME, LOCATION]. The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check the Settlement Website [INSERT WEBSITE] for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be approved. If there are valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the award of Attorneys' Fees, Costs, and Expenses to Class Counsel and the request for a service award to the Class Representative.

18. Do I have to come to the hearing?

No. You are not required to come to the Final Fairness Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an Objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Fairness Hearing, but that is not necessary.

19. May I speak at the hearing?

Yes. You can speak at the Final Fairness Hearing, but you must ask the Court for permission. To request permission to speak, you must file an objection according to the instructions in Question 15, including all the information required. If you exclude yourself from the Settlement, you have no basis to object because the Settlement no longer affects you.

DO NOTHING

20. What happens if I do nothing?

If you do nothing, you will not get any money from the Settlement, you will not be able to sue for the claims in this case, and you release the claims against Defendant described in Question 8.

GET MORE INFORMATION

21. How do I get more information about the Settlement?

This is only a summary of the proposed Settlement. If you want additional information about this Lawsuit, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order,

Class Counsel's Application for Attorneys' Fees and Expenses, and more, please visit [INSERT WEBSITE] or call [INSERT PHONE]. You may also contact the Claims Administrator at [INSERT MAILING ADDRESS].

**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT
OR LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR
DEFENDANT'S COUNSEL.**

EXHIBIT C

CLAIM FORM

This Claim Form should be filled out online or submitted by mail if you would like to receive Settlement Benefits, including reimbursement for documented out-of-pocket expenses, fraudulent charges, lost time spent dealing with the Data Incident, or documented, unreimbursed extraordinary monetary losses as a result of the Data Incident, or if you would like to receive an alternative cash payment, or if you would like to receive credit monitoring. Checks will be mailed, or electronic payments will be made, to eligible Settlement Class Members who submit Valid Claims if the Settlement is approved by the Court.

The Notice of the Settlement describes your legal rights and options. Please visit the official Settlement Website, [INSERT WEBSITE], or call the Claims Administrator at [INSERT PHONE #] for more information.

Claim submission options:

- File a Claim Form online at [INSERT WEBSITE]. Your Claim Form must be submitted by [INSERT DATE & TIME].
- Print this Claim Form, complete the form in its entirety, and mail it to the Claims Administrator at the address listed below. Your Claim Form must be postmarked by [INSERT DATE].
- You can contact the Claims Administrator to request a Claim Form be mailed to you. You must complete the Claim Form in its entirety and then mail the completed Claim Form so that it is postmarked by [INSERT DATE].

YOU MUST INCLUDE YOUR UNIQUE CLASS MEMBER ID in Section 1 below. You can locate your Class Member ID at the top of the postcard Notice that was sent to you.

1. CLASS MEMBER INFORMATION.

Class Member ID: _____

Name (*REQUIRED*): _____

First Name	Mi	Last Name
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Number and Street Address (REQUIRED)

City (REQUIRED) State (REQUIRED) Zip Code (REQUIRED)

Telephone Number (REQUIRED): (____) _____ - _____

Email Address (optional): _____@_____.

2. PAYMENT ELIGIBILITY INFORMATION.

Please review the Notice and sections 2.1 through 2.2 of the Settlement Agreement (available at [INSERT WEBSITE]) for more information on the nature of the expenses or losses that can be claimed by Settlement Class Members.

Please provide as much information as you can to help us figure out if you are entitled to a Settlement payment.

PLEASE PROVIDE THE INFORMATION LISTED BELOW:

Check the box for each category of documented out-of-pocket expenses, fraudulent charges, or lost time that you incurred between May 15, 2023, and the Claims Deadline as a result of the Data Incident. Please be sure to fill in the total amount you are claiming for each category and to attach documentation of the charges as described in **bold**

type (if you are asked to provide account statements as part of proof required for any part of your claim, you may mark out any unrelated transactions if you wish).

Reimbursement for Documented Out-of-Pocket Losses: (not to exceed \$500 per Settlement Class Member)

☐ Unreimbursed fees or other charges from your bank due to fraudulent activity.

Examples - Overdraft fees, over-the-limit fees, late fees, or charges due to insufficient funds or interest.

Total amount claimed for this category \$_____

☐ *I have attached a copy of a bank or credit card statement or other proof of the fees or charges.*

(You may mark out any transactions that were not fraudulent and any other information that is not relevant to your claim before sending in the documentation.)

Date reported _____

Description of the person(s) and/or companies to whom you reported the fraud:

☐ Other incidental telephone, internet, postage, or gasoline (for local travel only) expenses directly related to the Data Incident.

Examples - Long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used)

Total amount claimed for this category \$_____

☐ *I have attached a copy of the bill from my telephone or mobile phone company or internet service provider, postage provider, or gasoline provider that shows the charges, receipts, or other proof of purchase of the fees or charges.*

(You may mark out any transactions that were not fraudulent and any other information that is not relevant to your claim before sending in the documentation.)

☐ Credit reports, identity theft insurance, or credit monitoring charges.

Examples - The cost of a credit report, identity theft insurance, or credit monitoring services that you purchased between May 15, 2023, and the Claims Deadline.

Total amount claimed for this category \$_____

☐ *I have attached a copy of a receipt or other proof of purchase for each credit report or product purchased.*

(You may mark out any transactions that were not fraudulent and any other information that is not relevant to your claim before sending in the documentation.)

- ☐ Between one (1) and four (4) hours of time spent dealing with the Data Incident (which will be calculated and paid at a rate of \$20 per hour for a total of up to \$80). You must attest that any claimed lost time was spent responding to issues raised by the Data Incident and provide a written description of how the claimed lost time was spent related to the Data Incident.

Examples – You spent at least one (1) full hour calling customer service lines, writing letters or emails, or on the Internet in order to get fraudulent charges reversed or in updating automatic payment programs because your card number changed. Please note that the time that it takes to fill out this Claim Form is not reimbursable and should not be included in the total.

Total number of hours claimed _____

In order to receive this payment, you must describe what you did and how the claimed lost time was spent related to the Data Incident.

Check all activities, below, which apply. If no box applies, you must provide a written description in the “other” category.

- ☐ Calling bank/credit card customer service lines regarding fraudulent transactions.
- ☐ Writing letters or e-mails to banks/credit card companies in order to have fraudulent transactions reversed.
- ☐ Time on the internet verifying fraudulent transactions.
- ☐ Time on the internet updating automatic payment programs due to new card issuance.
- ☐ Calling credit reporting bureaus regarding fraudulent transactions and/or credit monitoring.
- ☐ Writing letters or e-mails to credit reporting bureaus regarding correction of credit reports.
- ☐ Reviewing or monitoring health insurance statements or accounts for fraudulent activity.
- ☐ Contacting health insurance providers regarding suspicious or fraudulent transactions.
- ☐ Time spent dealing with suspicious or fraudulent use of driver’s license number.
- ☐ Time spent dealing with a fraudulent change-of-address
- ☐ Time spent reviewing the notice of the Data Incident and confirming whether information was impacted by the Data Incident
- ☐ Other. Provide description(s) here:

Reimbursement for Documented Extraordinary Losses. If you wish to receive reimbursement of actual, documented, and unreimbursed losses (up to \$2,500) that were more likely than not caused by the Data Incident, occurred between May 15, 2023, and the Claims Deadline, and not already covered by one or more of the other categories of Settlement benefits, describe the unreimbursed losses claimed (including the amount of each loss), sign the attestation at the end of this Claim Form, and attach supporting documentation (if you provide account statements

as part of proof required for any part of your claim, you may mark out any unrelated transactions if you wish). By signing the attestation below, you are affirming that to the best of your knowledge and belief the claimed losses were more likely than not caused by the Data Incident.

Describe all actual, documented, and unreimbursed losses (including the amount of each loss and the total amount claimed) that were more likely than not caused by the Data Incident.

Description of Loss	Amount
TOTAL Amount Being Claimed:	

- ☐ *I have attached documentation showing that the claimed losses were more likely than not caused by the Data Incident.*
- ☐ **Check this box to confirm that you have exhausted all applicable insurance policies, including credit monitoring insurance and identity theft insurance, and that you have no insurance coverage for these fraudulent charges.**

Alternative Cash Payment

Settlement Class Members are eligible to submit a claim for an alternative cash payment of \$45. Settlement Class Members electing the Alternative Cash Payment are NOT eligible to claim reimbursement for Attested Lost Time, Extraordinary Losses, or Documented Out-of-Pocket Losses. This Alternative Cash Payment may be combined with a request for Credit Monitoring.

- ☐ Yes, I want to receive an alternative cash payment of \$45. I further understand that by selecting this option, I am not eligible to claim reimbursement for Attested Lost Time, Extraordinary Losses, or Documented Out-of-Pocket Losses.

Credit Monitoring

All Settlement Class Members are eligible to claim two (2) years of Credit Monitoring services.

- ☐ Yes, I want to sign up to receive free Credit Monitoring, and my email address is as follows:

Email Address: _____

If you select “YES” for this option, you will need to follow instructions and use an activation code that you receive after the Settlement is approved by the Court. Credit Monitoring services will not begin until you use your activation code to enroll. Activation instructions will be provided to your email address.

If you do not provide an email address on this Claim Form, your activation code and instructions will be sent to your home address listed on this Claim Form.

3. SIGN AND DATE YOUR CLAIM FORM.

I declare under penalty of perjury and the laws of the United States and my state of residence that the information supplied in this Claim Form by the undersigned is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

I understand that I may be asked to provide supplemental information by the Claims Administrator or Claims Referee before my claim will be considered complete and valid.

_____	_____	____/____/____
<i>Signature</i>	<i>Print Name</i>	<i>Month/Day/Year (mm/dd/yyyy)</i>

4. MAIL YOUR CLAIM FORM.

This Claim Form and all supporting documentation must be either submitted online at **[INSERT WEBSITE]** or postmarked by **[INSERT DATE]** and mailed to:

[INSERT MAILING ADDRESS]

EXHIBIT D

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

ROSALYN PARKER, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

THE DUFRESNE SPENCER GROUP, LLC
d/b/a ASHLEY FURNITURE HOMESTORE,

Defendant.

Civil Action No. 4:24-02202

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Before the Court is Plaintiff Rosalyn Parker’s (“Plaintiff”) Unopposed Motion for Preliminary Approval of Class Action Settlement (**Doc. No. __**) (the “Motion”), the terms of which are set forth in a Settlement Agreement between Plaintiff, individually and on behalf of the Settlement Class, and Defendant Dufresne Spencer Group, LLC (“Defendant” or “Dufresne”) (together with Plaintiff, the “Parties”), with accompanying exhibits attached as **Exhibit 1** to Plaintiff’s Memorandum of Law in Support of their Motion (the “Settlement Agreement”).¹

Having fully considered the Settlement Agreement entered into by the Parties and all exhibits thereto, the Motion, and the record in this action, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only**. The Settlement Agreement provides for a Settlement Class defined as follows:

¹ All defined terms in this Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

All persons who reside in the United States and were mailed written notification by Dufresne Spencer Group that their Private Information was potentially accessed, viewed, and/or obtained as a result of the Data Incident which occurred between May 15, 2023 and June 5, 2023.

Specifically excluded from the Settlement Class are:

(i) Dufresne, the Related Entities, and their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

Pursuant to Federal Rules of Civil Procedure 23(e)(1), the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of Rule 23(a) and the requirements of Rule 23(b)(3). Specifically, the Court finds for settlement purposes that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representative is typical of and arise from the same operative facts and the Class Representative seeks similar relief as the claims of the Settlement Class Members; (d) the Class Representative will fairly and adequately protect the interests of the Settlement Class as the Class Representative has no interests antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this Litigation on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

2. **Settlement Class Representative and Settlement Class Counsel.** The Court finds that Plaintiff Rosalyn Parker will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as the Class Representative. Additionally, the Court finds that Abbas Kazerounian and Mona Amini of the law firm KAZEROUNI LAW GROUP, APC will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as Class Counsel pursuant to Rule 23(g)(1) to represent the proposed Settlement Class. For the purposes of effectuating the Settlement, Class Counsel are authorized to act on behalf of the Class Representative, and all other Settlement Class Members, with respect to all acts or consents required by or that may be given pursuant to the Settlement Agreement, including all acts that are reasonably necessary to consummate the Settlement, subject to final approval by the Court of the Settlement.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing notice and relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the Settlement treats the Settlement Class Members equitably, and all of the other factors required by Rule 23 and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) and personal jurisdiction over the parties before it. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391(b).

5. **Final Fairness Hearing.** A Final Fairness Hearing shall be held on _____, 2025, at the United States District Court, Southern District of Texas, Houston Division, [INSERT ADDRESS] [or via telephone or videoconference], where the Court will determine, among other things, whether: (a) this Litigation should be finally certified as a class action for settlement purposes pursuant to Fed. R. Civ. P. 23(a) and (b)(3); (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved pursuant to Fed. R. Civ. P. 23(e); (c) this Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the motion of Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved pursuant to Fed. R. Civ. P. 23(h); and (f) the motion of the Class Representative for a Service Award should be approved.

6. **Claims Administrator.** The Court appoints Simpluris, Inc. as the Claims Administrator, with responsibility for class notice and settlement administration. The Claims Administrator is directed to perform all tasks the Settlement Agreement requires. The Claims Administrator's fees will be paid by Defendant pursuant to the terms of the Settlement Agreement.

7. **Notice.** The proposed notice program set forth in the Settlement Agreement and the Long Notice and Short Notice (collectively the "Notices") and Claim Form attached to the Settlement Agreement as **Exhibits A, B, and C** are hereby approved. Non-material modifications to these Exhibits may be made by the Parties and the Claims Administrator in consultation and agreement with the Parties without further order of the Court.

8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Notice program and the

Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Federal Rule of Civil Procedure 23(c); and (e) and meet the requirements of the Due Process Clause(s) of the United States and Texas Constitutions. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

The Claims Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

9. **Class Action Fairness Act Notice.** Within ten (10) days after the filing of this Settlement Agreement with the Court, the Claims Administrator acting on behalf of Dufresne shall have served or caused to be served a notice of the proposed Settlement on appropriate officials in accordance with the requirements under the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(b). **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely submit written notice of such intent to the designated address or Post Office box established by the Claims Administrator in the manner provided in the Notice. The written notice must clearly manifest a Person’s intent to be excluded from the Settlement Class. To be effective, such requests for exclusion must be postmarked no

later than the Opt-Out Date, which is no later than sixty (60) days from the date on which notice program commences pursuant to ¶ 3.2(d) in the Settlement Agreement, and as stated in the Notice.

In the event that within ten (10) days after the Opt-Out Date as approved by the Court, there have been more than one hundred (100) timely and valid Opt-Outs (exclusions) submitted, Dufresne may, by notifying Class Counsel and the Court in writing, void the Settlement Agreement. If Dufresne voids the Settlement Agreement, Dufresne will be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel and the Service Award to the Class Representative and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation. Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Class Counsel and to Dufresne's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

If a Final Approval Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall not receive any Settlement Benefits of and/or be bound by the terms of the Settlement Agreement.

11. **Objections and Appearances.** A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written notice of his or her objection by the Objection Date and as stated in the Notice. The Long Notice shall instruct Settlement Class Members who wish to object to the Settlement Agreement to file their objections with the Court and to mail copies to Class Counsel and

Dufresne’s counsel. The Notice shall advise Settlement Class Members of the deadline for submission of any objections—the “Objection Date.” Any such notices of an intent to object to the Settlement Agreement must be written and must include all of the following: (i) the objector’s full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vi) the objector’s signature and the signature of the objector’s duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and (vii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector’s counsel has filed an objection to any proposed class action settlement within the last three (3) years.

To be timely, written notice of an objection in the appropriate form must contain the case name and docket number *Rosalyn Parker v. The Dufresne Spencer Group LLC d/b/a Ashley Furniture Home Store*, Case No. 4:22-cv-02202 (the “Dufresne Action”) and must be filed with the Clerk of Court by the Objection Date, which is no later than sixty (60) days from the date on which notice program commences pursuant to ¶ 3.2(d) in the Settlement Agreement, and served concurrently therewith upon Class Counsel and Dufresne’s Counsel, postmarked by the Objection Date, established by this Preliminary Approval Order and as stated in the Notice.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object

to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The provisions stated ¶ 5.1 of the Settlement Agreement be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Approval Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

12. **Claims Process.** Settlement Class Counsel and Dufresne have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Claims Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice. The Claims Administrator will be responsible for effectuating the claims process.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Approval Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a Valid Claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Approval Order and Judgment, including the releases contained therein.

13. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance

with the Settlement Agreement; or (c) there is no Effective Date. In such event, (i) the Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (ii) 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 Litigation or in any other proceeding for any purpose, and (iii) 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*.

14. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if the Final Approval Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Litigation or in any other lawsuit.

15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Fairness Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Claims Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

16. **Stay of Litigation.** All proceedings in the Litigation, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by

Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

17. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

<u>Event</u>	<u>Deadline</u>
Defendant Provides Class Member Information To Claims Administrator	Within 14 Days Of Entry Of Preliminary Approval Order
Deadline For Claims Administrator To Begin Sending Short Form Notice (By First Class USPS Mail)	Within Forty-Five (45) Days Of Entry Of Preliminary Approval Order (the “Notice Commencement Date”)
Motion for Attorneys’ Fees, Costs, Expenses, and Service Award to Be Filed by Settlement Class Counsel	At Least 14 Days Prior To Opt-Out/Objection Dates
Opt-Out/Objection Date Deadlines	60 Days After Notice Commencement Date
Claims Administrator Provides Parties With List Of Timely, Valid Opt-Outs	7 Days After Opt-Out Date
Claims Deadline	90 Days After Notice Commencement Date
Motion For Final Approval To Be Filed By Class Counsel	At Least 14 Days Prior To Final Fairness Hearing
Final Fairness Hearing	[COURT TO ENTER DATE AND TIME] No Earlier Than 120 Days After Entry Of Preliminary Approval Order

DONE AND ORDERED on this ____ day of _____, 202__.

HONORABLE GEORGE C. HANKS, JR
UNITED STATES DISTRICT COURT JUDGE

EXHIBIT E

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

ROSALYN PARKER, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

THE DUFRESNE SPENCER GROUP, LLC
d/b/a ASHLEY FURNITURE HOMESTORE,

Defendant.

Civil Action No. 4:24-02202

**[PROPOSED] ORDER AND JUDGMENT GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

Before the Court are Plaintiff Rosalyn Parker (“Plaintiff”) and Defendant Dufresne Spencer Group, LLC (“Defendant” or “Dufresne,” and, together with Plaintiff, the “Parties”) Unopposed Motion for Final Approval of Class Action Settlement (“Motion for Final Approval”). The Motion seeks approval of the Settlement as fair, reasonable, and adequate. Also before the Court is Plaintiff’s Motion for Attorneys’ Fees, Costs, and Expenses to Class Counsel, and Service Award to Plaintiff (“Motion for Attorneys’ Fees”).

Having reviewed and considered the record in his action, the Settlement Agreement, Motion for Final Approval, and Motion for Attorneys’ Fees, and having conducted a Final Fairness 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 Class Representative and appointed Abbas Kazerounian and Mona Amini of the law firm KAZEROUNI LAW GROUP, APC as Class Counsel; (c) preliminarily approved the Settlement Agreement; (d) approved the form and manner of Notice to the Settlement Class; (d) set deadlines for opt-outs and objections; (e) approved and appointed the Claims Administrator; and (f) set the date for the Final Fairness 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 Fairness Hearing;

WHEREAS, on _____[DATE], the Court held a Final Fairness Hearing to determine, inter alia: (1) 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; and (2) whether judgment should be entered dismissing this action with prejudice. Prior to the Final Fairness 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 Fairness Hearing in support of or in opposition to the proposed Settlement Agreement, the award of attorneys' fees, costs, and expenses to Class Counsel, and the payment of a Service Award to the 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 Federal Rule of Civil Procedure 23(e) 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 Class Counsel and counsel for Dufresne, 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 attorneys' fees, costs, and expenses, and the application for Service Award to the Representative Plaintiff, 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 Dufresne for failure to implement or maintain adequate data security measures and safeguards to protect Private 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 Dufresne, and the Court expressly does not make any finding of liability or wrongdoing by Dufresne.

4. Unless otherwise indicated, words spelled in this Order and Judgment Granting Final Approval of Class Action Settlement (“Final Order and Judgment”) 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 Federal Rule of Civil Procedure 23(e)(2), grants final approval of the Settlement Agreement and for purposes of the Settlement Agreement and this Final Order and Judgment only, the Court hereby finally certifies the following Settlement Class:

All persons residing in the United States who were sent written notification by Dufresne Spencer Group that their Private Information was potentially accessed, viewed, and/or obtained as a result of the Data Incident which occurred between May 15, 2023 and June 5, 2023.

Specifically excluded from the Settlement Class are:

(i) Dufresne, the Related Entities, and their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

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. Dufresne to institute Claims Administration as outlined in the Settlement Agreement whereby Settlement Class Members can submit claims that will be evaluated by a Claims Administrator and/or Claims Referee mutually agreed upon by Class Counsel and Dufresne.
- b. Dufresne to pay all costs of Claims Administration, including the cost of the Claims Administrator, instituting Notice, processing and administering claims, and preparing and mailing checks.
- c. Dufresne to pay, subject to the approval and award of the Court, the reasonable attorneys' fees, costs, and expenses of Class Counsel and Service Award to the Class Representative.

The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of Federal Rule of Civil Procedure 23(a) and (b)(3) 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 Fairness Hearing, Plaintiff's application for attorneys' fees, costs, and expenses, and the Service Award payment to

the 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 Fairness Hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law

10. The Court finds that Dufresne has fully complied with the notice requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

11. As of the Opt-Out deadline, _____ potential Settlement Class Members have requested to be excluded from the Settlement. Their names are set forth in **Exhibit A** to this Final Order and Judgment. Those persons are not bound by the Settlement Agreement and this Final Order and Judgment 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.

12. _____ objections were filed by Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects.

13. 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.

14. 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 Fairness Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

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

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

17. 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.

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

Upon the Effective Date, each Settlement Class Member (who has not timely and validly excluded himself or herself from the Settlement), including Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member (who has not timely and validly excluded himself or herself from the Settlement), including Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

“Released Claims” shall collectively mean any and all past, present, and future claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 *et seq.*, and all similar statutes in effect in any states in the United States; violations of any Texas and similar state consumer protection statutes including but not limited to the California Consumer Privacy Act and California Unfair Competition Law, negligence; negligence *per*

se; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member, Class Counsel, or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

“Related Entities” means The Dufresne Spencer Group, LLC (“Dufresne”) and its respective past or present parents, subsidiaries, divisions, and related or affiliated entities, including but not limited to Ashley Furniture Industries, LLC and Ashley Global Retail, LLC, and each of its and their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Action, including covered entities associated with facts arising out of the Data Breach, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Breach or who pleads *nolo contendere* to any such charge.

“Released Persons” means Dufresne and the Related Entities.

“Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Plaintiff, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiff intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Settlement Class Members, including Plaintiff, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiff expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

19. In addition, none of the releases in the Settlement Agreement shall preclude any action to enforce the terms of the Settlement Agreement by Plaintiff, Settlement Class Members, Class Counsel, and/or Dufresne.

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

21. Pursuant to the Settlement Agreement, and in recognition of her efforts on behalf of the Settlement Class, the Court approves a payment to the Class Representative in the amount of \$2,500.00 as a Service Award. Dufresne shall make such payment in accordance with the terms of the Settlement Agreement.

22. The Court grants final approval to the appointment of Abbas Kazerounian and Mona Amini of the law firm KAZEROUNI LAW GROUP, APC as Class Counsel. The Court concludes that Class Counsel have adequately represented the Settlement Class and will continue to do so.

23. The Court, after careful review of the fee petition filed by Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Class Counsel's application for combined attorneys' fees, costs, expenses in the amount of \$300,000. Payment shall be made pursuant to the terms of the Settlement Agreement.

24. This Final Approval Order and Judgment 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 Dufresne of any claim, any fact alleged in the Litigation, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Dufresne or of the validity or certifiability for litigation of any claims that have been, or could have been, asserted in the lawsuit. This Final Approval Order and Judgment, 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 Approval Order and Judgment may be filed in any action by Dufresne, Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Approval Order and Judgment (including, but not limited to, enforcing the releases contained herein). The Settlement Agreement and Final Approval Order and Judgment shall not be construed or admissible as an admission by Dufresne 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 and Judgment 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 and Judgment.

25. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment 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 Judgment 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 Litigation 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 Litigation, 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 Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel. Further, in such event, Dufresne will pay amounts already billed or incurred for costs of notice to the Settlement Class, and Claims Administration, and will not, at any time, seek recovery of same from any other Party to the Litigation or from counsel to any other Party to the Litigation.

26. Pursuant to the All Writs Act, 28 U.S.C. § 1651, this Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

27. Without affecting the finality of this Final Approval Order and Judgment, 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.

28. This Final Approval Order and Judgment resolves all claims against all Parties in this action and is a final order.

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

DONE AND ORDERED this ____ day of _____, 202__.

HONORABLE GEORGE C. HANKS, JR
UNITED STATES DISTRICT COURT JUDGE

EXHIBIT 2



KAZEROUNI LAW GROUP, APC



ABBAS KAZEROUNIAN

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Bar Admissions:

California, Colorado, District of
Columbia, Illinois, New York,
Texas, Michigan, and Washington.

Education:

California Western School of Law,
San Diego, California J.D., 2006

University of Plymouth, United
Kingdom, Bachelor of Arts – 2000

The London Academy of
Performing Arts - 2001

Abbas Kazerounian is one of the founding partners of Kazerouni Law Group, APC (KLG), which was established in 2007. KLG is a consumer rights and personal injury firm with its headquarters in Costa Mesa, CA. KLG has offices in Arizona, California, Minnesota, Nevada, New Jersey, New York, Texas, Utah, and Washington. Mr. Kazerounian is an active member of several consumer rights organizations, he currently serves as the Secretary for the Consumer Attorneys of California (CAOC), and he is an adjunct professor at California Western School of Law where he teaches a three-credit course in Consumer Law. He is also regularly invited to speaking engagements nationwide on the topics of class action litigation and consumer law.

Mr. Kazerounian has been recognized as one of the Top 50 Orange County Super Lawyers 2021-2025 and the Top 100 Southern California Super Lawyers 2021-2025. He was selected by his peers as a Super Lawyer (a prestigious recognition is only given to up to 5 percent of the attorneys in the state) from 2016-2023 and as a Rising Star from 2013-2014. Mr. Kazerounian was also voted as a Rising Star by the San Diego Daily Tribune in 2012.

Mr. Kazerounian is regarded as a one of the preeminent consumer rights attorneys in Southern California. His depth of experience and knowledge in this practice area along with his trial skills, make Mr. Kazerounian one of the premier advocates within this field of law. Abbas has been responsible for over 650 published opinions, and he has successfully argued before the Ninth Circuit of Appeals on numerous occasions. Specifically, he has presented oral argument before the Ninth Circuit Court of Appeals in several landmark cases, such as *Marks v. Crunch San Diego, LLC*, No. 14-56834 (December 6, 2016), with a unanimous published decision in favor of client, *Marks v. Crunch San Diego, LLC*, No. 14-56834, 2018 U.S. App. LEXIS 26883 (9th Cir. Sept. 20, 2018); *Knutson v. Sirius XM Radio, Inc.*, No. 12-56120 (February 7, 2014); and three times in *Afewerki v. Anaya Law Group*, Nos. 15-55100 (April 7, 2017), 18-56510 (May 15, 2019), and 19-56486 (Jan. 21, 2021).

HONORS & AWARDS:

Wiley W. Manuel Award by State Bar of California for Pro Bono Work, 2017; Voted Rising Star by San Diego Transcript in 2012; Voted Rising Star in Super Lawyers Magazine, 2013-2015; Nominated to Top 40 under 40 by The National Trial Lawyers 2018-2019; Selected as a Super Lawyer by Super Lawyer Magazine 2016-present; Selected by Super Lawyers Magazine as Top 100 in Southern California in 2021-present; Selected by Super Lawyers Magazine as Top 50 in Orange County 2021-present; Received the Presidential Award of Merit from Consumer Attorneys of California (CAOC) in November 2022.

PUBLICATIONS:

Articles: *The Impact of Epic Systems Corp. v. Lewis: How Arbitration Will Impact Consumers Going Forward*, The Gavel, 2018; *Material Considerations When Screening For A Class Representative*, Plaintiff Magazine, 2020; *Collateral Damage, Beyond the Personal Injury: When Creditors and Collection Agencies Stalk Your Client*, Plaintiff Magazine, 2017; *Finding A Balance*, Nutrition Business Journal, Special Edition, 2016; *FDCPA: The Forgotten Statute*, Daily Journal, 2016; *Principles of Litigating Consumer Class Actions*, The Advocate, 2015.

Books: *Boy with Two Lives*, 2015; and *On Two Feet and Wings*, 2013.

SPEAKING ENGAGEMENTS:

Presented at numerous events on various legal topics, including: 2023 Mass Torts Made Perfect on Mass Arbitrations, 2023 CAOC Sonoma Seminar on Recent Trends and Developments in Mass Torts and Class Actions; 2022 CAOC Annual Convention on Hot Topics Surrounding Consumer Class Actions; 2022 Mass Torts Made Perfect Fall 2022 Seminar on the Nuts and Bolts of Mass Arbitrations; 2021 CAOC Annual Convention on Using Arbitration as a Sword; 2021 CAOC Sonoma Virtual Conference on Nuts & Bolts of Fighting Arbitration; 2021 Palm Springs Seminar Panel on Hot Topics In Mass Tort And Class Actions: What You Don't Know Might Get You Burned. Spoke on *Recent Developments in Labeling Class Actions*; Fundamentals of the FDCPA, NCLC 2019 Las Vegas Conference; "The interplay between Personal Injury and Class Actions," CAOC, Sonoma Seminar 2019; Mass Torts Made Perfect on Modern Trends in the TCPA, April of 2019; Consumer Financial Services Committee meeting entitled, *TCPA Litigation: Where Is It Heading Now?*, January 11, 2019; panelist at a webinar, *TCPA Takes A New Turn With the 9th Circuit's Ruling in Marks v. Crunch San Diego, LLC*, hosted by the Consumer Financial Services Committee of the American Bar Association, October 10, 2018; National webinar sponsored by Ballard Spahr LLP, entitled, *From Both Sides: Plaintiff and Defense Perspectives on the TCPA*, August 2018; Inland Empire CAOC Convention on "Class Action Hot Topics," May 2018; National Webinar by the ABA Consumer Financial Services Committee on TCPA Update – "The D.C. Circuit's TCPA Decision on the FCC Ruling, March 22, 2018; moderated the Judges Panel on Class Action Trends and Federal Litigation Trends at the NCLC Conference, March 2016; lectured on the TCPA before the ABA Business Law Section, Consumer Financial Services Committee in January 2016 at an event in Utah entitled, "Impact of the FCC's 2015 Rulings on TCPA Litigation"; Class Action Trends at the CAOC 2015 Conference in San Francisco, CA; panelist in a webinar, ABA Telephonic Brown Bag re: TCPA, August 25, 2015; ABA TCPA National Webinar (Consumer Protection, Privacy & Information Security, Private Advertising Litigation, and Media & Technology Committees), September 2013.

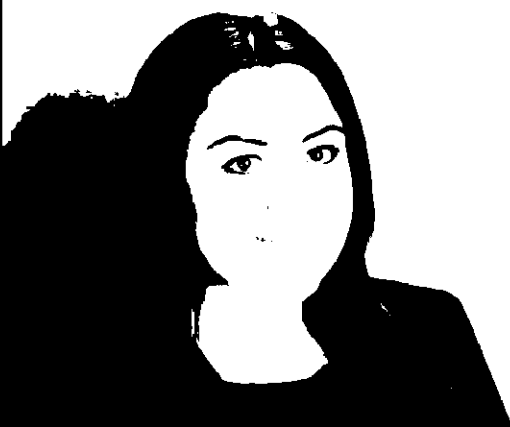
Speaker at various law schools, including Whittier Law School, Chapman Law School, University of California, Irvine, and California Western School of Law.

Often called upon to appear on radio and television shows to offer legal analysis, including on Dr. Drew Midday Live and Fox 5.

Adjunct professor at California Western School of Law teaching Consumer Law course.



KAZEROUNI LAW GROUP, APC



MONA AMINI

Partner

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Bar Admissions:
California and Nevada

Mona Amini is a Partner with Kazerouni Law Group, APC (KLG), which was established in 2007. KLG is a consumer rights and personal injury firm with its headquarters in Costa Mesa, California. KLG has additional offices and attorneys located in Arizona, California, Minnesota, Nevada, New Jersey, New York, Texas, Utah, and Washington.

Ms. Amini has litigated numerous consumer rights cases, including individual matters as well as nationwide class actions against major corporations, on behalf of clients with claims arising out of the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, Telephone Consumer Protection Act, as well as other federal and state consumer protection statutes, including California data breach statutes such as the California Consumer Privacy Act (CCPA) and the California Confidentiality of Medical Information Act (CMLA).

Ms. Amini is a member of several local and national associations, including the Consumer Attorneys of California, National Association of Consumer Advocates, Orange County Bar Association, Orange County Trial Lawyers Association, and Clark County Bar Association. In 2019, the Consumer Attorneys of California (CAOC) selected Ms. Amini from a pool of applicants for its 2019 Leadership Academy. Also, in 2022 and 2023, Ms. Amini was chosen for membership into The National Trial Lawyers: Top 40 Under 40.

Ms. Amini was also selected by Super Lawyers in 2021-2025 for its list of Southern California Rising Stars, an honor reserved for those lawyers who exhibit excellence in practice. Only 2.5% of attorneys in Southern California receive this distinction.

KAZEROUNI LAW GROUP'S CLASS ACTION LITIGATION EXPERIENCE:

KLG has over 15 years of experience in representing plaintiffs in consumer litigation. KLG is a highly regarded class action firm and has litigated over 15,000 individual consumer rights cases. Some of KLG's more notable cases in the class action space include: *Vakilzadeh v. The Board of the Trustees of the California State University*, No. 20STCV23134 (Sup. Ct. Los Angeles) (denying in part and granting in part demurrer in COVID-19 student refund litigation; and appointed as interim co-lead class counsel); *Hill v. Quicken Loans, Inc.*, No. ED CV 19-0163 FMO (SPx), 2020 U.S. Dist. LEXIS 140980 (C.D. Cal. Aug. 5, 2020) (denying defendant's motion to dismiss and motion to compel arbitration of TCPA case); *Holt v. Foodstate, Inc.*, No. 1:17-cv-00637-LM, 2020 U.S. Dist. LEXIS 7265 (D.N.H. Jan. 16, 2020) (Class counsel in finally approved false advertising action, with a common fund \$2,100,000); *Delisle v. Speedy Cash*, No. 3:18-CV-2042-GPC-RBB, 2019 U.S. Dist. LEXIS 96981 (S.D. Cal. June 10, 2019) (denying defendant's motion to compel arbitration, for a second time); *Smith v. One Nev. Credit Union*, 2:16-cv-02156-GMN-NJK, 2019 U.S. Dist. LEXIS 54963 (D. Nev.) (finally approved Fair Credit Reporting Act class action settlement for \$600,000 on March 29, 2019); *Swigart v. Parcel Pending, Inc.*, 3:18-cv-02238-BEN-WVG (S.D. Cal.) (granting final approval to surreptitious call recording class action settlement); *McCurley et al. v. Royal Seas Cruises, Inc.*, 17-cv-00986-BAS-AGS (S.D. Cal.) (certified class achieved by motion in TCPA class action on behalf

of over 2 million class members, on July 31, 2018); *Barrow v. JPMorgan Chase Bank, N.A.*, 1:16-cv-03577-AT (N.D. Ga.) (Class counsel in TCPA class action settlement with \$2,250,000 common fund, finally approved on November 6, 2018); *Giffin v. Universal Protein Supplements Corporation d/b/a Universal Nutrition et al.*, No. BC613414 (Sup. Ct. Los Angeles) (finally approved class action settlement alleging violation of California Made in USA law); *Medeiros v. HSBC Card Services, Inc. et al.*, 2017 U.S. LEXIS 178484 (C.D. Cal. Oct. 23, 2017) (finally approved surreptitious call recording class settlement for \$13,000,000); *Hooker v. Sirius XM Radio Inc.*, 4:13-cv-00003-AWA-LRL (E.D. Va., December 22, 2016) (co-lead counsel in finally approved TCPA class action settlement with fund of \$35,000,000); *Geblich v. Chase Bank, N.A.*, 12-cv-5510 (N.D. Cal.) (co-lead counsel in finally approved TCPA class action settlement for \$34,000,000); *Newman v. AmeriCredit Financial Services*, 11-cv-03041-DMS-BLM (S.D. Cal.) (Co-lead counsel in finally approved TCPA settlement for over \$6,500,000 on March 28, 2016); *Chen v. Allstate Ins. Co.*, 819 F.3d 1136 (9th Cir. 2016) (order affirming decision finding unaccepted offer of judgment under Fed. R. Civ. P. 68 did not moot the plaintiff's individual claims); *Macias v. Water & Power Community Credit Union*, BC515936 (Sup. Ct. Los Angeles) (final approval in Rosenthal Fair Debt Collection Practices Act class settlement in 2016); *Mount v. Wells Fargo Bank, N.A.*, BC395959 (Sup. Ct. Los Angeles) (final approval of surreptitious call recording class action for \$5,600,000); *Oxina v. Lands' End, Inc.*, 3:14-cv-02577-MMA-NLS (S.D. Cal. 2016) (finally approved settlement under California Made in the USA statute); *LaPuebla v. BirchBox, Inc.*, 3:15-cv-00498-BEN-BGS (S.D. Cal. 2016) (finally approved settlement in auto-renewal violation action); *Mills v. HSBC Bank Nevada, N.A.*, Case No. 12-CV-04010-SI (N.D. Cal.) (finally approved TCPA class action settlement for \$39,975,000); *Hoffman v. Bank of America Corporation*, 12-CV-00539-JAH-DHB (S.D. Cal.) (co-lead counsel in California class action settlement under Penal Code 632, *et seq.*, with a common fund of \$2,600,000, finally approved on November 6, 2014); *In Re: Portfolio Recovery Associates, LLC Telephone Consumer Protection Act Litigation*, 11-md-02295-JAH (BGS) (Counsel for a plaintiff in the lead action, prior to the action being recategorized through the multi-district litigation process); *In Re: Midland Credit Management, Inc., Telephone Consumer Protection Act Litigation*, 11-md-2286-MMA (MDD) (S.D. Cal.) (Counsel for a plaintiff in the lead action, prior to the action being recategorized through the multi-district litigation process; finally approved for \$18,000,000); *Malta, et al. v. Wells Fargo Home Mortgage, et al.*, 10-CV-1290-IEG (BLM) (Co-lead counsel, TCPA settlement of \$17.1 Million finally approved in 2013).

Served as appointed Co-Lead Counsel in a federal securities class action in *Jiao et al. v. Merrill Lynch Pierce Fenner & Smith, Inc. et al.*, No. 3:17-cv-00409-I-MDD (S.D. Cal.).

Presented oral argument before the Ninth Circuit Court of Appeals in *Marks v. Crunch San Diego, LLC*, No. 14-56834 (December 6, 2016), with a unanimous published decision in favor of client, *Marks v. Crunch San Diego, LLC*, No. 14-56834, 2018 U.S. App. LEXIS 26883 (9th Cir. Sept. 20, 2018); *Knutson v. Sirius XM Radio, Inc.*, No. 12-56120 (February 7, 2014); and three times in *Afewerki v. Anya Law Group*, Nos. 15-55100 (April 7, 2017), 18-56510 (May 15, 2019), and 19-56486 (Jan. 21, 2021).

Prior experience in products liability litigation includes obtaining a \$2,500,000 settlement in 2008 in *Mei Lu Hwei, et al. v. American Honda Motor Co., Inc., et al.*, BC401211 (Sup. Ct. Los Angeles).

Prior experience in data breach class actions includes: *McAfee et al. v. Treasure Island, LLC*, No. A-18-772302-C, 2019 Nev. Dist. LEXIS 421 (D. Nev.) (finally approved in data breach action, May 23, 2019); *Santana, et al. v. Rady Children's Hospital – San Diego*, Case No. 37-2014-0002241 (Super. Ct. Cal. Feb. 8, 2019) (finally approved California Confidentiality of Medical Information Act (CMIA) class action that settled shortly before trial, providing approximately 14,100 class members with the benefit in the form of \$6,764,616 of credit monitoring and identity theft protection packages, \$5,000,000 cash payment, and \$1,800,000 in remedial measures, for a total value at over \$13.5 million); *R.O., et al. v. Rady Children's Hospital – San Diego*, No. 37-2020-00011841-CU-BT-CTL (California CMIA class action settlement, granted final approval on December 10, 2021); *Newman v. JM Bullion, Inc.*, No. BCV-21-100436-BCB (CCPA data breach class action, granted final approval on June 30, 2022); *Kolar v. CSI Financial Services, LLC*, No. 37-2021-00030426-CU-NP-CTL (Super. Ct. Cal. Jan. 20, 2023) (finally approved data breach class action settlement); *Nulf v. Alvaria, Inc., et al.*, Case No. 1:23-cv-10999 (D. Mass.), *In re Planned Parenthood Los Angeles Litigation*, No. 21STCV44106 (data breach class action, KLG appointed as Liaison Counsel), *Stoffers v. Dave, Inc.*, No. 20STCV35381 (CCPA data breach class action settlement, granted final approval, KLG Class Counsel), and *Hellyer, et al. v. Smile Brands*, No. 8:21-cv-01886-DOC-ADSx (CMIA class action settlement); *In re loanDepot Data Breach Litigation*, No. 8:24-cv-00136-DOC-JDE (C.D. Cal.), as well as other pending matters.

CERTIFICATE OF SERVICE

I hereby certify that I caused the foregoing to be filed electronically using the Court's electronic case filing (ECF) system, which will automatically send a notice of electronic filing to the email addresses of all counsel of record.

Dated: October 8, 2025

By: /s/ Mona Amini
Mona Amini

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

ROSALYN PARKER, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

THE DUFRESNE SPENCER GROUP, LLC
d/b/a ASHLEY FURNITURE HOMESTORE,

Defendant.

Civil Action No. 4:24-02202

**DECLARATION OF PLAINTIFF ROSALYN PARKER IN SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT
AND CERTIFICATION OF CLASS FOR SETTLEMENT PURPOSES**

I, Rosalyn Parker, declare as follows:

1. I am the named plaintiff in this lawsuit filed against The Dufresne Spencer Group, LLC d/b/a Ashley Furniture Homestore (“Defendant” or “Dufresne”) related to the Data Incident. I am over eighteen years old, and if called as a witness, I could testify competently regarding the following matters.

2. I submit this declaration in support of the Motion for Preliminary Approval of the proposed Class Action Settlement in this case.

3. I received a notice that I was potentially impacted by the Dufresne Data Incident. I sought representation by experienced attorneys to handle my case. My attorneys explained to me what a class action representative was. I was also informed that, if I were to become a class action representative, I would have certain duties, including that I would be required to put the interests of the class ahead of my own personal interests. I was also informed that I would have an obligation to ensure that my attorneys were acting in the best interests of the class at all times.

4. I voluntarily participated in this lawsuit. I have been actively involved in this case since its inception. Since before my complaint was filed to the present, I have maintained contact with my attorneys regarding this case.

5. I have spent significant time on this litigation to date. I have done everything I can to help facilitate an effective and appropriate resolution to this case on behalf of all Settlement Class Members. I consulted with my attorneys about my experience with Dufresne and the Data Incident to facilitate preparing the lawsuit, reviewing the complaint and other case-related materials in this matter and providing input, communicated with my attorneys regarding various issues pertaining to this case, including related to the mediation and available in connection with the mediation-session in this matter. I also gathered documents and information requested by my attorneys related to the Data Incident and provided that to my attorneys. In addition, I discussed, reviewed, and approved the terms of the Settlement Agreement.

6. I have agreed to the parties' currently proposed Settlement Agreement in this case because I believe it is a fair, adequate, and reasonable compromise of the claims related to Dufresne's Data Incident. I fully support the proposed Settlement Agreement and respectfully request that it be approved by the Court.

7. I am willing to serve as the Class Representative in this case, including for purposes of the Settlement. I understand the duties of a class representative and will represent the interests of Settlement Class Members. I do not know of or foresee any conflicts of interest between myself and any Settlement Class Members. I believe my claims, and the claims of Settlement Class Members, are very similar, and I believe that the Settlement is a fair and reasonable resolution for all Settlement Class Members. I have done everything asked of me in the pursuit of this litigation on behalf of myself and the Class. I have maintained the best interests of the Class while

performing my class representative duties.

8. I have not received any compensation whatsoever for my efforts related to this case. I have made my contributions of time and effort at my own expense, in the hope of eventually addressing Defendant's alleged wrongdoing, and at the risk of losing the case, eventually receiving nothing, and/or the possibility of negative publicity or notoriety as a result of pursuing this lawsuit. I agreed to lend my name to the litigation as the named Plaintiff and to do whatever was needed of me to pursue this case on behalf of myself and the Class, and will continue to do so through the end of this case.

9. I bore a certain amount of risk that other Settlement Class Members did not bear. In addition to the time I spent participating in the prosecution of this case, I took a risk by coming forward and filing this class action. As a result of my stepping forward and pursuing this lawsuit, the Settlement Class Members will receive the benefits provide in the Settlement.

10. I understand that if the proposed Settlement is preliminarily approved, my attorneys intend to ask the Court to award me a \$2,500 service award to be paid by Dufresne along with the other settlement benefits, in light of my participation as the named Plaintiff and Class Representative in this case. No promises have been made to me in any way about the result of this case or payment of a service award, which I understand to be completely at the Court's discretion.

11. I have retained counsel who I understand are skilled and experienced in handling class action litigation and data privacy case such as this lawsuit. I am not related to anyone associated with my attorney's offices and I do not know of any conflict between myself and other Settlement Class Members. I support my attorneys' request to be appointed as Class Counsel for purposes of this lawsuit and proceeding with the Settlement and request that I be appointed by the Court as the Class Representative for the Settlement Class in this case.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 21 day of August 2025 in Houston, Texas.

Rosalyn Parker

Rosalyn Parker

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

ROSALYN PARKER, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

THE DUFRESNE SPENCER GROUP, LLC
d/b/a ASHLEY FURNITURE HOMESTORE,

Defendant.

Civil Action No. 4:24-02202

**DECLARATION OF SHELBY ALVEY OF SIMPLURIS, INC. IN CONNECTION WITH
PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS
SETTLEMENT AND CERTIFICATION OF CLASS FOR SETTLEMENT PURPOSES**

I, Shelby Alvey, declare as follows:

1. I am a Project Manager at Simpluris, Inc. ("Simpluris"). Simpluris is a national full-service class action notice and claims administrator.

2. Under penalties as provided by law pursuant to 28 U.S.C. § 1746, I certify that the statements set forth in this instrument are true and correct, except as to matters herein stated to be on information and belief, and as to such matters, I certify that I believe the same to be true.

3. Simpluris has been administering class action settlements for over fifteen years, in which time we have been appointed in over 9,000 cases and distributed over \$7 billion in funds. Our leadership team has nearly 150 years of combined industry experience that includes some of the largest class action administrations in the United States, including *In re: Equifax, Inc., Customer Data Security Breach*, Case No. 1:17-md-2800 (N.D. Ga.) and *In re: Premera Blue Cross Customer Data Security Breach*, Case No. 3:15-md-2633 (D. Or.). Recent representative cases include *Cordova et al v. United Education Institute et al*, Case No. 37-2012-00083573, Cal.

Sup. Ct. (San Diego); *Shuts v. Covenant Holdco, LLC*, Case No. RG10551807, Cal. Sup. Ct. (Alameda); *Hamilton et al v. Suburban Propane Gas Corp.*, Case No. BC433779, Cal. Sup. Ct. (Los Angeles); *Upadhyay et al v. Prometheus Real Estate Group*, Case No. 1-08-CV-118002, Cal. Sup. Ct. (Santa Clara); *Starke v. Stanley Black & Decker Inc.*, Case No. C-03-CV-21-001091, Md. Cir. Ct. (Baltimore); and *Hale v. Manna Pro Products LLC*, Case No. 2:18-cv-00209 (E.D. Cal.).

4. Simpluris has been selected by counsel in the captioned matter to serve as the Claims Administrator for the Settlement in this case. Based on information provided by the parties to date, Simpluris anticipates notice and administration expenses of approximately \$68,469.00.

5. Per the terms of the Settlement Agreement, in the course of this administration, Simpluris will be charged with, among other responsibilities:

(a) Establishing and maintaining an Interactive Voice Response (“IVR”) settlement toll-free telephone number that will be available 24 hours a day and offer answers to frequently asked questions (“FAQs”);

(b) Developing and maintaining a static settlement website that will host the Settlement documents, provide the Settlement details including key dates; and comply with data privacy requirements, including a detailed Privacy Policy;

(c) Processing incoming address correction forms, requests for exclusion, objections, and related class correspondence;

(d) Mailing direct notice of the Settlement to eligible Settlement Class Members, consisting of a double-sided postcard with a tear-away address correction form with instructions on submitting address corrections, the Settlement details, and relevant dates;

(e) Processing check payments to eligible Settlement Class Members who have not submitted a valid and timely Opt-Out Request;

(f) Preparing and filing all applicable tax forms and tax returns with state and federal agencies; and

(g) Reporting on the status of the claims and distribution as required by the parties and Court.

6. Prior to sending direct notice by postcard, Simpluris will update the mailing address information for Settlement Class Members via the USPS National Change of Address (“NCOA”) database, which provides updated address information for individuals or entities who have moved during the previous four years and filed a change of address with the USPS. Additionally, all addresses will be processed through the USPS Coding Accuracy Support System (“CASS”) and Locatable Address Conversion System (“LACS”) to ensure deliverability.

7. Postcards returned to Simpluris by the USPS with a forwarding address will be re-mailed to the new address provided by USPS, and the Settlement Class Member database will be updated accordingly.

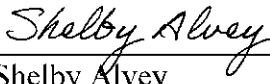
8. Postcards returned to Simpluris by the USPS without forwarding addresses will be processed through a public records address verification search (commonly referred to as “skip tracing”) utilizing a wide variety of data sources, including public records, real estate records, electronic directory assistance listings, and other sources, to locate updated mailing addresses. When new postal addresses are located, the Settlement Class Member database will be updated and the notice remailed.

9. I believe that proposed notice plan, consisting of direct notice by postcard notification, settlement website, and communication with Settlement Class Members via IVR,

represents “the best notice that is practicable under the circumstances” and will fully comply with the requirements set forth in Fed. R. Civ. P. 23(c)(2)(B).

10. The proposed administration as a whole will fully implement the Settlement Agreement reached by parties.

I declare under penalty of the perjury under the laws of the United States that the foregoing is true and correct. Executed on October 8, 2025, in Louisville, Kentucky.



Shelby Alvey

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

ROSALYN PARKER, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

THE DUFRESNE SPENCER GROUP, LLC
d/b/a ASHLEY FURNITURE HOMESTORE,

Defendant.

Civil Action No. 4:24-02202

**DECLARATION OF JERRY THOMPSON OF CYEX, LLC IN CONNECTION WITH
PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS
SETTLEMENT AND CERTIFICATION OF CLASS FOR SETTLEMENT PURPOSES**

I, Jerry Thompson, declare as follows:

1. I am the President & Founder of CyEx LLC, which will be Financial Shield Total with 3-Bureau credit monitoring offered through CyEx, to the participating Settlement Class Members electing to receive that benefit in this Settlement. I have worked at CyEx since founding CyEx in February 2019 and am intimately familiar with the company and its Financial Shield Total service. I have personal knowledge of the matters stated herein and, if called upon, I could and would competently testify thereto. I submit this Declaration in connection with Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

2. CyEx LLC is an independent operating company and a part of Point Wild Holdings, which has been involved in the Identity Services industry since 1995 when it was known as Intersections Inc. and was one of the first companies to offer identity protection and remediation to consumers in the United States. Since that time, Intersections Inc., under white label brands and through its own Identity Guard & Identity Defense brands, have protected more than 47 million

citizens in the United States and more than 2.2 million families and have helped resolve more than 158,000 serious identity theft events for our subscribers.

3. Many innovations and advancements in technology in the identity protection industry have come from CyEx and Point Wild Holdings. Over the past 30 years, Point Wild Holdings has distributed its services through a focused distribution network of the largest financial institutions in the United States and large enterprise companies like Comcast, Costco, Yahoo and others, and through servicing both large and small data breach populations over the past 14 years.

4. Point Wild Holdings is a privately held company with several large investors including Warburg Pincus, General Catalyst, WndrCo, Met Life, Madrone Capital Partners (Walton Family Office), and others. Key senior leadership also own a stake in the company. Because the company is private, Point Wild Holdings revenues and P&L are not published, however the company's revenues in 2024 are more than \$450 million and each of the four operating businesses held by Point Wild Holdings are profitable on a stand-alone basis.

5. Point Wild Holdings has four operating companies:

- **Anchor Free**, the 3rd largest provider of VPN services globally under brands that include Hot Spot Shield, Betternet, and multiple other private label brands. Anchor Free on-boards more than 200,000 users globally every day into one of their services.
- **Total AV** is the 5th largest provider of antivirus software to consumers globally and has been part of Point Wild Holdings since 2024.
- **Pango Co.** is an operating business that both sells and licenses Identity, VPN and Antivirus software and services to large corporations for resale to their client bases. The business unit uses their own brands as well as private label brands of their

clients. This business unit has active monthly subscribers generated through relationships with Costco, Comcast, Yahoo, Bit Defender, Kaspersky, Bank of America, and several other global enterprises.

- **CyEx**, the 2nd largest revenue generator in the Pango Holdings portfolio. In 2023, the CyEx name and brand were launched. We have been providing identity theft and monitoring services to consumers longer than any of the credit bureaus and virtually every innovation that has launched in the past 20 years in the industry came from our shop.

6. CyEx focuses only on the Incident Response and Class Action business channels. In the past three years CyEx was awarded the contracts to service the largest data breach class action settlements, including: **Capital One** (97 million class members); **T-Mobile** (77 million class members); **Morgan Stanley** (more than 15,000,000 class members), **MGM** (16 million class members); **Aflac** (more than 40 million impacted consumers); **Kemper Insurance, Zywave, Insuretech, Banner Health, Arthur J. Gallagher & Co., City of Hope, LoanDepot**, and multiple others. CyEx has been chosen as a trusted provider to prominent law firms and settlement administrators based on the strength of our portfolio of services and the unmatched quality of our Customer Support team. Since 2008, CyEx has serviced more than 2,700 data breach class action settlements of all sizes and industries.

7. Companies choose CyEx because our experience and innovation around financial monitoring is far more extensive than others in the market and our clients know that CyEx has the requisite experience and knowledge to service any breach population with seamless onboarding, excellent customer service, and attention to detail.

8. The Service being offered to Settlement Class Members is provided through CyEx.

The plan that will be offered to the Settlement Class Members, if approved by the Court, is two years of Financial Shield Total with 3-Bureau credit monitoring, which regularly retails for \$32.95 per month. The Financial Shield Total plan includes the following benefits: 3-Bureau Credit Monitoring; Monthly Credit Score; Bank and Financial Account Monitoring; Financial Transaction Monitoring; Home Title Monitoring; Spend Tracking by Category; Fictitious Identity Monitoring; Score Tracker; Change of Address Monitoring; Real-Time Inquiry Alerts; Real-Time Authentication Alerts; Dark Web Monitoring; High-Risk Transaction Monitoring; Lost Wallet Protection; \$1,000,000 Identity Theft Insurance; Security Freeze Assist; Victim Assistance; and Customer Support.

9. Identity theft today is primarily focused on stealing a person's money and assets, rather than creating a new "persona" to defraud third parties. Financial Shield Total offers the most advanced monitoring technology to safeguard a class member's bank accounts and other financial assets, like home and property titles, from being compromised or taken over while still providing safeguards of traditional identity theft services like 3-Bureau credit monitoring, authentication alerts, high risk transaction monitoring, dark web monitoring, and \$1,000,000 of insurance with 0- (zero) deductible in the event a class member's assets are compromised due to financial fraud. This is a perfect remediation service for this type of data breach.

10. To the extent a Participating Settlement Class Member is already enrolled in Financial Shield Total (or a similar service from CyEx), then that Class Member's current service will be automatically extended by two years for no additional charge. From time to time, and if requested by Class Counsel or the Court, CyEx will provide Class Counsel updates as to the number of Participating Settlement Class Members that have enrolled in Financial Shield Pro.

11. At the end of the two-year Financial Shield Total service period, CyEx will not

automatically extend the service to participating Settlement Class Members. No later than 30 days before the end of the service, CyEx will contact the Participating Settlement Class Members enrolled in Financial Shield Total to inform them that the Service will terminate.

12. Following the end of the service period, CyEx will offer to extend the Financial Shield Total, or a comparable service, at or below the retail rate of the offered service to the Participating Settlement Class Members in order to allow participating Settlement Class Members to continue with the benefits of the service if they wish to do so.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 28th day of August 2025 in New Jersey.


Jerry Thompson

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

ROSALYN PARKER, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

THE DUFRESNE SPENCER GROUP, LLC
d/b/a ASHLEY FURNITURE HOMESTORE,

Defendant.

Civil Action No. 4:24-02202

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Before the Court is Plaintiff Rosalyn Parker’s (“Plaintiff”) Unopposed Motion for Preliminary Approval of Class Action Settlement (**Doc. No. 19**) (the “Motion”), the terms of which are set forth in a Settlement Agreement between Plaintiff, individually and on behalf of the Settlement Class, and Defendant Dufresne Spencer Group, LLC (“Defendant” or “Dufresne”) (together with Plaintiff, the “Parties”), with accompanying exhibits attached as **Exhibit 1** to Plaintiff’s Memorandum of Law in Support of their Motion (the “Settlement Agreement”).¹

Having fully considered the Settlement Agreement entered into by the Parties and all exhibits thereto, the Motion, and the record in this action, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only**. The Settlement Agreement provides for a Settlement Class defined as follows:

¹ All defined terms in this Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

All persons who reside in the United States and were mailed written notification by Dufresne Spencer Group that their Private Information was potentially accessed, viewed, and/or obtained as a result of the Data Incident which occurred between May 15, 2023 and June 5, 2023.

Specifically excluded from the Settlement Class are:

(i) Dufresne, the Related Entities, and their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

Pursuant to Federal Rules of Civil Procedure 23(e)(1), the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of Rule 23(a) and the requirements of Rule 23(b)(3). Specifically, the Court finds for settlement purposes that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representative is typical of and arise from the same operative facts and the Class Representative seeks similar relief as the claims of the Settlement Class Members; (d) the Class Representative will fairly and adequately protect the interests of the Settlement Class as the Class Representative has no interests antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this Litigation on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

2. **Settlement Class Representative and Settlement Class Counsel.** The Court finds that Plaintiff Rosalyn Parker will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as the Class Representative. Additionally, the Court finds that Abbas Kazerounian and Mona Amini of the law firm KAZEROUNI LAW GROUP, APC will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as Class Counsel pursuant to Rule 23(g)(1) to represent the proposed Settlement Class. For the purposes of effectuating the Settlement, Class Counsel are authorized to act on behalf of the Class Representative, and all other Settlement Class Members, with respect to all acts or consents required by or that may be given pursuant to the Settlement Agreement, including all acts that are reasonably necessary to consummate the Settlement, subject to final approval by the Court of the Settlement.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing notice and relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the Settlement treats the Settlement Class Members equitably, and all of the other factors required by Rule 23 and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) and personal jurisdiction over the parties before it. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391(b).

5. **Final Fairness Hearing.** A Final Fairness Hearing shall be held on _____, 2025, at the United States District Court, Southern District of Texas, Houston Division, [INSERT ADDRESS] [or via telephone or videoconference], where the Court will determine, among other things, whether: (a) this Litigation should be finally certified as a class action for settlement purposes pursuant to Fed. R. Civ. P. 23(a) and (b)(3); (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved pursuant to Fed. R. Civ. P. 23(e); (c) this Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the motion of Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved pursuant to Fed. R. Civ. P. 23(h); and (f) the motion of the Class Representative for a Service Award should be approved.

6. **Claims Administrator.** The Court appoints Simpluris, Inc. as the Claims Administrator, with responsibility for class notice and settlement administration. The Claims Administrator is directed to perform all tasks the Settlement Agreement requires. The Claims Administrator's fees will be paid by Defendant pursuant to the terms of the Settlement Agreement.

7. **Notice.** The proposed notice program set forth in the Settlement Agreement and the Long Notice and Short Notice (collectively the "Notices") and Claim Form attached to the Settlement Agreement as **Exhibits A, B, and C** are hereby approved. Non-material modifications to these Exhibits may be made by the Parties and the Claims Administrator in consultation and agreement with the Parties without further order of the Court.

8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Notice program and the

Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Federal Rule of Civil Procedure 23(c); and (e) and meet the requirements of the Due Process Clause(s) of the United States and Texas Constitutions. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

The Claims Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

9. **Class Action Fairness Act Notice.** Within ten (10) days after the filing of this Settlement Agreement with the Court, the Claims Administrator acting on behalf of Dufresne shall have served or caused to be served a notice of the proposed Settlement on appropriate officials in accordance with the requirements under the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(b). **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely submit written notice of such intent to the designated address or Post Office box established by the Claims Administrator in the manner provided in the Notice. The written notice must clearly manifest a Person’s intent to be excluded from the Settlement Class. To be effective, such requests for exclusion must be postmarked no

later than the Opt-Out Date, which is no later than sixty (60) days from the date on which notice program commences pursuant to ¶ 3.2(d) in the Settlement Agreement, and as stated in the Notice.

In the event that within ten (10) days after the Opt-Out Date as approved by the Court, there have been more than one hundred (100) timely and valid Opt-Outs (exclusions) submitted, Dufresne may, by notifying Class Counsel and the Court in writing, void the Settlement Agreement. If Dufresne voids the Settlement Agreement, Dufresne will be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel and the Service Award to the Class Representative and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation. Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Class Counsel and to Dufresne's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

If a Final Approval Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall not receive any Settlement Benefits of and/or be bound by the terms of the Settlement Agreement.

11. **Objections and Appearances.** A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written notice of his or her objection by the Objection Date and as stated in the Notice. The Long Notice shall instruct Settlement Class Members who wish to object to the Settlement Agreement to file their objections with the Court and to mail copies to Class Counsel and

Dufresne's counsel. The Notice shall advise Settlement Class Members of the deadline for submission of any objections—the "Objection Date." Any such notices of an intent to object to the Settlement Agreement must be written and must include all of the following: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vi) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and (vii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years.

To be timely, written notice of an objection in the appropriate form must contain the case name and docket number *Rosalyn Parker v. The Dufresne Spencer Group LLC d/b/a Ashley Furniture Home Store*, Case No. 4:22-cv-02202 (the "Dufresne Action") and must be filed with the Clerk of Court by the Objection Date, which is no later than sixty (60) days from the date on which notice program commences pursuant to ¶ 3.2(d) in the Settlement Agreement, and served concurrently therewith upon Class Counsel and Dufresne's Counsel, postmarked by the Objection Date, established by this Preliminary Approval Order and as stated in the Notice.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object

to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The provisions stated ¶ 5.1 of the Settlement Agreement be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Approval Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

12. **Claims Process.** Settlement Class Counsel and Dufresne have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Claims Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice. The Claims Administrator will be responsible for effectuating the claims process.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Approval Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a Valid Claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Approval Order and Judgment, including the releases contained therein.

13. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance

with the Settlement Agreement; or (c) there is no Effective Date. In such event, (i) the Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (ii) 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 Litigation or in any other proceeding for any purpose, and (iii) 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*.

14. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if the Final Approval Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Litigation or in any other lawsuit.

15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Fairness Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Claims Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

16. **Stay of Litigation.** All proceedings in the Litigation, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by

Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

17. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

<u>Event</u>	<u>Deadline</u>
Defendant Provides Class Member Information To Claims Administrator	Within 14 Days Of Entry Of Preliminary Approval Order
Deadline For Claims Administrator To Begin Sending Short Form Notice (By First Class USPS Mail)	Within Forty-Five (45) Days Of Entry Of Preliminary Approval Order (the “Notice Commencement Date”)
Motion for Attorneys’ Fees, Costs, Expenses, and Service Award to Be Filed by Settlement Class Counsel	At Least 14 Days Prior To Opt-Out/Objection Dates
Opt-Out/Objection Date Deadlines	60 Days After Notice Commencement Date
Claims Administrator Provides Parties With List Of Timely, Valid Opt-Outs	7 Days After Opt-Out Date
Claims Deadline	90 Days After Notice Commencement Date
Motion For Final Approval To Be Filed By Class Counsel	At Least 14 Days Prior To Final Fairness Hearing
Final Fairness Hearing	[COURT TO ENTER DATE AND TIME] No Earlier Than 120 Days After Entry Of Preliminary Approval Order

DONE AND ORDERED on this ____ day of _____, 202__.

HONORABLE GEORGE C. HANKS, JR
UNITED STATES DISTRICT COURT JUDGE