UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
WACO DIVISION

IN RE: AMERICAN INCOME LIFE INSURANCE CO. AND GLOBE LIFE, INC. DATA BREACH LITIGATION	Case No. 6:25-cv-00262-LS-DTG Judge: Hon. Leon Schydlower

PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT WITH MEMROANDUM OF LAW IN SUPPORT

Plaintiffs[1], individually, and on behalf of others similarly situated, respectfully request move pursuant to Fed. R. Civ. P. 23(a), (b)(3), and (e) to certify the Settlement Class, preliminarily approve the proposed Settlement, and approve the Notices, Notice Program, Claim Form, and Claims Process.

BACKGROUND

Defendant Globe Life is a publicly traded insurance holding company headquartered in McKinney, Texas, whose subsidiaries provide insurance products to individuals and families across the United States. Defendant American Income Life Insurance Company, a subsidiary of Globe Life, is headquartered in Waco, Texas, and underwrites life, accident, and supplemental health insurance products.

On October 17, 2024, Globe Life filed a form 8-K with the SEC, which reported that, on or around October 2, 2024, an unknown actor threatened to publish Personal Information maintained by AIL, unless Globe Life paid a ransom. *See* Joint Declaration of Class Counsel

[1] All capitalized terms herein shall have the same meanings a those defined in Section II of the Settlement Agreement, attached hereto as ***Exhibit A***.

("Joint Decl.") ¶ 5, attached as ***Exhibit B***. Beginning in March and through June of 2025, after notifying law enforcement of and consulting with experts, Defendants mailed notices to 532,578 individuals regarding the Data Incident. *Id*. ¶ 6.

After Defendants mailed notice, Plaintiffs filed three separate actions in the United States District Court for the Western District of Texas all seeking to represent the same class of individuals impacted in the Data Incident and seeking damages for the unauthorized disclosure of their Personal Information: *Harris v. American Income Life Ins. Co.,* No. 6:25-cv-00262 (W.D. Tex.) (filed June 24, 2025); *Decow v. American Income Life Ins. Co.,* No. 6:25-cv-00295 (W.D. Tex.) (filed July 10, 2025) and *McAllister v. American Income Life Ins. Co.,* No. 6:25-cv-00294 (W.D. Tex.) (filed July 10, 2025). *Id*. ¶ 7. On September 25, 2025, the Court entered an order that consolidated all three cases under the caption *In re American Income Life Insurance Co. and Globe Life, Inc. Data Breach Litigation* and appointed Interim Co-Lead Class Counsel. *Id*. ¶ 8.

Though the Parties remain convinced of the strength of their respective cases, they also understand the risk, complexity, delays, and expense of prolonged litigation. *Id*. ¶ 9. Thus, shortly after the consolidation of the actions and appointment of Plaintiffs' Counsel as Interim Co-Lead Class Counsel, the Parties determined that early resolution could be beneficial. *Id*. ¶ 10. The Parties agreed to mediate with an experienced class action mediator, retired United States District Judge Royal Furgeson. In advance of the mediation, Plaintiffs consulted with damage and liability experts and propounded informal discovery requests on Defendants, to which Defendants responded by providing information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of individuals impacted by the Data Incident, and the type of information potentially impacted. Joint Decl. ¶ 11.

The Parties attended mediation on December 17, 2025. *Id*. ¶ 12. After a full day of

negotiating, the Parties reached an agreement on most material terms of this Settlement and finalized the terms of the agreement the following day. *Id*. Over the following couple of months, the Parties negotiated the Settlement Agreement, Notice Program, and Claims Process which Plaintiffs now present to the Court for Preliminary Approval.

TERMS OF THE SETTLEMENT

The proposed Settlement Class is defined as:

> The 532,578 individuals who were sent notice via letter from Defendants that their Personal Information may have been exposed in the Data Incident.

S.A. ¶ 61. Excluded from the Settlement Class are (a) all persons who are directors, officers, and agents of Defendants; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) any Settlement Class Member who timely and properly opts out of the Settlement. *Id*.

i. **Settlement Class Member Benefits**

Under the terms of the Settlement, all Settlement Class Members will receive two years of CyEx Financial Shield Complete credit monitoring, and all with have the option to claim two forms of Cash Payments. *See id.* ¶¶ 69-70. Under "Cash Payment A – Documented Losses," Settlement Class Members will be eligible to submit Claims to be reimbursed for their documented losses up to $5,000 per Settlement Class Member. *Id.* ¶ 70(a). Settlement Class Members are also eligible to make a Claim for "Cash Payment B – Lost Time", which is a payment for up to four hours of lost time at $18.00 per hour. *Id.* ¶ 70(b). Cash Payments for Valid Claims will be subject to a cap of $3,400,000. *Id.* ¶ 70. In the event the total of all Cash Payments exceeds the cap, all Cash Payments will be reduced *pro rata*. *Id.*

ii. Release

In exchange for the monetary and non-monetary benefits provided under the Settlement

Agreement, Settlement Class Members will release any and all claims against Defendants and the Released Parties arising from or in any way related to the Data Incident at issue in this litigation. *Id.* ¶ § XII. The Releases are narrowly tailored to the claims made in the Complaint. Joint Decl. ¶ 13.

iii. Settlement Administration

To administer the Notice Program and Claims Process, the Parties propose that Kroll Settlement Administration, LLC serve as Settlement Administrator, subject to the Court's approval. S.A. ¶ 58. Prior to selecting Kroll, the Parties obtained bids from multiple claims administrators. Joint Decl. ¶ 14. Following careful review of the competing bids, counsel determined that Kroll's bid was most favorable to the Settlement Class and negotiated with it to secure the current bid price. *Id.*

iv. Attorneys' Fees and Service Awards

In exchange for negotiating the benefits for the Settlement Class, Class Counsel will apply to the Court for an award of attorneys' fees, inclusive of costs and expenses, of $1,260,000.00. S.A. ¶ 104. Class Counsel will also request Service Awards in the amount of $5,000 to each Class Representative. S.A. ¶ 10. These Service Awards are meant to compensate Plaintiffs for their efforts on behalf of the Settlement Class. Joint Decl. ¶ 15. Court-awarded Attorneys' Fees, Costs and Service Awards will be paid directly by the Defendant and will not impact the amount of Cash Payments Settlement Class Members will receive under the Settlement. Joint Decl. ¶ 19.

ARGUMENT

The Settlement is fair, adequate, and reasonable, particularly considering the substantial risks and uncertainties of further, protracted litigation of this matter. Accordingly, Plaintiffs request that the Court grant their Motion for Preliminary Approval, order distribution of Notices to the

Settlement Class, conditionally certify the Settlement Class, conditionally appoint Plaintiffs as Class Representatives, and set a date and time for a Final Approval Hearing pursuant to Federal Rule of Civil Procedure 23(e)(2).

I. The Settlement Merits Preliminary Approval

A class action "may be settled, voluntarily dismissed, or compromised only with the court's approval." Fed. R. Civ. P. 23(e). Still, "[s]ettlement agreements enjoy great favor with the courts as a preferred alternative to costly, time-consuming litigation." *Fid. & Guar. Ins. Co. v. Star Equip. Corp.*, 541 F.3d 1, 5 (1st Cir. 2008) (internal citation and quotations omitted); *Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977) ("Particularly in class action suits, there is an overriding public interest in favor of settlement."). "Trial court review of a class action settlement proposal is a two-step process: preliminary approval and a subsequent final approval after a fairness hearing." *Del Carm v. R.A. Rogers, Inc.*, 2018 WL 4701824, at *5 (W.D. Tex. April 25, 2018). In a court's preliminary evaluation of a proposed settlement, the Court determines only whether the settlement is within the range of fair, reasonable, and adequate such that the settlement administrator should provide notice to the Class. *McCumber v. Invitation Homes, Inc.*, 2024 WL 4183526, at *1 (N.D. Tex. July 30, 2024); *Poff v. PHH Mortg. Corp.*, 2023 WL 11983790, at *5 n.2 (S.D. Tex. Apil 18, 2023).

When determining whether a settlement is within the range of reasonableness, courts in the Fifth Circuit evaluate (1) whether there is any evidence of fraud or collusion; (2) the complexity, expense, and likely duration of the litigation absent the settlement; (3) the stage of proceedings; (4) the plaintiff's probability of success on the merits; (5) the possible range of recovery; and (6) the opinions of class counsel, class representatives, and absent class members. *Reed v. Gen. Motors Corp.*, 703 F.2d 170, 172 (5th Cir. 1983). All these factors weigh in favor of preliminary approval.

i. No evidence of collusion exists

No evidence of collusion exists in this case. Indeed, all Plaintiffs face the same harm from the same Data Incident as the proposed Settlement Class Members. Moreover, the Settlement proposed here was the product of hard-fought arms'-length negotiations before a neutral mediator and former judge. Joint Decl. ¶ 20. "The involvement of 'an experienced and well-known' mediator 'is also a strong indicator of procedural fairness.'" *Jones v. Singing River Health Servs. Found.*, 865 F.3d 285, 295 (5th Cir. 2017). Thus, this factor weighs in favor of Preliminary Approval.

ii. The complexity, expense, and potential duration is significant

The inherent complexity and unsettled nature of data breach litigation, such as the matter at hand, weighs in favor of Preliminary Approval because such complexity drives up litigation costs, increases uncertainty and risks, and can ultimately lead to costly and lengthy appeals in the absence of a class-wide settlement. *Beasley v. TTEC Servs. Corp.*, 2024 WL 710411, at *5 (D. Colo Feb. 21, 2024); *In re Forta File Transfer Software Data Security Breach Litig.*, 2024 WL 5362098, at *9 (S.D. Fla. Sept. 24, 2024); *In re TikTok, Inc., Consumer Priv. Litig.*, 617 F. Supp. 3d 904, 941 (N.D. Ill. 2022) (explaining that "[d]ata privacy law is a relatively undeveloped and technically complex body of law"); *Gordon v. Chipotle Mexican Grill, Inc.*, 2019 6972701, at *1 (D. Colo. Dec. 16, 2019) (noting that "Data breach cases such as the instant case are particularly risky, expensive, and complex"); *In re Wawa, Inc. Data Security Litig.*, 2023 WL 6690705, at *7 (E.D. Pa. Oct. 12, 2023) ("This is a complex class action lawsuit regarding damages from a data breach, an area of law that has not yet been fully developed."). Because of the novelty of data breach litigation, prolonged litigation would likely lead to a lengthy appeals process regardless of who the Court ruled in favor of. Furthermore, because of the technical complexity of data breach

litigation, continued litigation would require both sides to invest significant resources into expensive experts on the questions of damages, liability, and causation. Joint Decl. ¶ 21.

Thus, the potential delays, expense, and complexity of data breach litigation significantly weighs in favor of Preliminary Approval.

iii. Settlement at this early stage benefits the Class

Settlement at an early stage presents significant benefits to Settlement Class Members because it allows them to seek reimbursement for their expenses and provides them with access to tools to help defend themselves against the substantial increase in identity theft and fraud they must now face immediately, without the need to wait years for protracted litigation to play out. S.A. ¶¶ 72(a)–(c). That is especially important in an unsettled area of law such as data breach litigation given the very real possibility that the Class could be left with nothing. *Gordon*, 2019 6972701, at *1 (noting that "Data breach cases such as the instant case are particularly risky, expensive, and complex"); *In re Wawa, Inc. Data Security Litig.*, 2023 WL 6690705, at *7 ("This is a complex class action lawsuit regarding damages from a data breach, an area of law that has not yet been fully developed."). This factor supports Preliminary Approval.

iv. Plaintiffs believe in this case, but the potential recovery is unknown

Next, the probability of Plaintiffs' success weighs in favor of Preliminary Approval. Although Plaintiffs strongly believe they will succeed in establishing Defendants' liability, they are unaware of any data breach case that has gone to trial. This creates significant risk in proceeding to trial that Class Counsel has considered in determining that the Settlement here is in the best interest of the Settlement Class. Joint Decl. ¶ 22; *In re Cannon U.S.A. Data Breach Litig.*, 2024 WL 3650611, at *9 (E.D.N.Y. Aug. 5, 2024) ("Because no data breach class action has reached the trial stage— the trial risk is difficult to quantify and raises the uncertainty involved in

the case, a fact that counsels in favor of both settling the case and awarding counsel this fee for obtaining that reasonable settlement."). Thus, this factor weighs in favor of Preliminary Approval as well.

v. The opinion of counsel weighs in favor of preliminary approval

Class Counsel believe strongly that the Settlement here is an excellent result for the Settlement Class. The Settlement provides ample opportunity for Settlement Class Members to make a Claim for benefits and is flexible enough to compensate individuals who suffered out of pocket losses and lost time for their actual losses and provides Credit Monitoring to all Settlement Class Members to help protect against future losses. S.A. ¶ 70. It is the opinion of experienced Class Counsel that Settlement is an excellent result for the Settlement Class and is easily worth of Preliminary and Final Approval. Joint Decl. ¶ 23.

Thus, the relevant factors all weigh in favor of the reasonableness, fairness, and adequacy of the proposed Settlement, so the Court should grant Preliminary Approval.

II. The Proposed Settlement Class Meets the Requirements for Class Certification

In preliminarily approving a class action settlement, the Court must "also determine whether to certify the class for settlement purposes." *Poff v. PHH Mortg. Corp.*, 2023 WL 11983790, at *1 (S.D. Tex. April 18, 2023). In fact, similar data breach cases have been certified—on a national basis. *See, e.g., Kostka v. Dickey's Barbecue Restaurants, Inc.,* No. 3:20-cv-03424-K, 2022 WL 16821685 (N.D. Tex. 2022), *report and recommendation adopted*, 2022 WL 16821665 (N.D. Tex. Nov. 8, 2022); *Welsh v. Navy Federal Credit Union*, No. 5:16–CV–1062–DAE, 2018 WL 7283639 (S.D. Tex. 2018); *In re Target Corp. Customer Data Sec. Breach Litig*., 309 F.R.D. 482 (D. Minn. 2015); *In re Heartland Payment Sys., Inc. Customer Data Sec. Breach Litig*., 851 F. Supp. 2d 1040 (S.D.Tex. 2012). Indeed, data breach actions conform to the "policy

at the very core of the class action mechanism . . . to overcome the problem that small recoveries do not provide the incentive for any individual to bring a solo action prosecuting his or her rights." *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 617 (1997).

In considering whether to certify a settlement class, courts look to Rule 23 of the Federal Rules of Civil Procedure. *See Amchem*, 521 U.S. at 620–21. Rule 23(a) creates four threshold requirements applicable to all class actions: (1) numerosity, (2) commonality, (3) typicality, and (4) adequacy. Fed. R. Civ. P. 23(a)(1)-(4); *see also Amchem*, 521 U.S. at 613. Additionally, the proposed class must meet one of the requirements of Rule 23(b). *Amchem*, 521 U.S. at 613. When, as here, a class is proposed under Rule 23(b)(3), plaintiffs must show that "the questions of law or fact common to the 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). These requirements are generally referred to as "predominance" and "superiority."

Here, the Rule 23(a) and (b) requirements are satisfied, and the Court should certify the Settlement Class.

A. The Requirements of Rule 23(a) are Satisfied

Rule 23(a) provides four prerequisites that any proposed class must meet. These prerequisites are: (1) the class is so numerous that joinder of all members is impracticable ("numerosity"); (2) there are questions of law or fact common to the class ("commonality"); (3) the claims or defenses of the representative parties are typical of the claims or defense of the class ("typicality"); and (4) the representative parties will fairly and adequately protect the interests of the class ("adequacy"). Fed. R. Civ. P. 23(a)(1)–(4). Here, the proposed Settlement Class meets all four Rule 23(a) requirements.

i. Numerosity

Under Rule 23(a)(1), the class must be "so numerous that joinder of all members is impracticable." Fed. R. Civ. P. 23(a)(1). Although there is no strict numerosity threshold, as few as forty people is typically considered enough to make joinder outside of a class action impracticable. Newberg & Rubenstein on Class Action § 3.12; *see also Castro v. Collecto, Inc.*, 256 F.R.D. 534, 540 (W.D. Tex. 2009) (holding that a class of 500 was enough to satisfy numerosity); *Recinos-Recinos v. Express Forestry, Inc.*, 233 F.R.D. 472, 478 (E.D. La. 2006) (holding that a class of 300 was enough to satisfy the numerosity requirement). Here, the Settlement Class is so numerous that joinder is impracticable. The Settlement Class consists of 532,378 individuals, far surpassing the threshold number of forty individuals. Moreover, all Settlement Class Members necessarily have already been identified by Defendants as part of their investigation of the Data Incident, as they required such information to send the notification letters. *See Engel v. Scully & Scully, Inc.*, 279 F.R.D. 117, 127–28 (S.D.N.Y. 2011) (finding defendants' business records may be used to ascertain class members). Numerosity is easily met here.

ii. Commonality

Commonality is met when, as here, the claims "depend upon a common contention" that is "of such a nature that it is capable of class-wide resolution—which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke." *Wal-Mart Stores v. Dukes*, 564 U.S. 338, 347 (2011). The commonality inquiry is not particularly onerous, as only a single common question is required. Newberg & Rubenstein on Clas Actions § 3:20 (quoting *Wal-Mart Stores*, 564 U.S. at 359).

Here, the Settlement Class shares numerous common questions of law and fact, and the answers to those common questions will have a class-wide effect. Indeed, Plaintiffs' and

Settlement Class Members' claims all arise from the same data breach and claim the same types of damages. Plaintiffs and Settlement Class Members all present the same factual questions, and the same legal questions, including whether Defendants owed them a duty of care to reasonably protect their data, whether Defendants breached that duty of care in allegedly failing to implement reasonable cybersecurity measures, and whether Plaintiffs' and the Settlement Class Members' injuries were legally caused by those failures. "What matters to class certification . . . is not the raising of common 'questions'—even in droves—but rather, the capacity of a class-wide proceeding to generate common *answers* apt to drive the resolution of the litigation." *Wal-Mart Stores*, 564 U.S. at 350 (quoting Nagareda, *Class Certification in the Age of Aggregate Proof*, 84 N.Y.U. L. Rev. 97, 131–32 (2009)). These common legal questions and the overwhelmingly similarly factual issues presented by Plaintiffs' and Settlement Class Members' claims satisfies the commonality requirement here precisely because the answer will drive the litigation and its resolution.

iii. Typicality

Rule 23(a)(3) requires that "the claims or defenses of the representative parties [be] typical of the claims or defenses of the class." Fed. R. Civ. P. 23(a)(3). "To establish typicality, the plaintiffs need only demonstrate that 'the claims or defenses of the class and the class representative arise from the same event or pattern or practice and are based on the same legal theory.'" *M3 Power*, 270 F.R.D. at 54. "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).

Here, Plaintiffs' claims are typical of those of Settlement Class Members because they were all allegedly impacted by the same Data Incident, and all allege that the Data Incident occurred as

a result of the same alleged failures by Defendants. Indeed, Plaintiffs all allege that their Personal Information was accessed by an unauthorized third party, and their claims involve the same overarching legal theories—including theories that Defendants failed to safeguard their PII. Plaintiffs' legal theories do not conflict with those of absent Class Members, and Plaintiffs will represent the interests of all such absent Class Members fairly, because their interests parallel their own. Joint Decl. ¶ 18. As such, Rule 23(a)(3)'s typicality requirement is satisfied.

iv. Adequacy

Rule 23(a)(4) requires that the proposed class representative "fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a)(4). "The adequacy inquiry under Rule 23(a)(4) serves to uncover conflicts of interest between named parties and the class they seek to represent." *Amchem Prods.*, 521 U.S. at 625. Moreover, the adequacy inquiry tests whether proposed class counsel sufficiently represents the class. *See in re Heartland Payment Sys., Inc. Customer Data Security Breach Litig.*, 851 F. Supp. 2d 1040, 1057 (S.D. Tex. 2012).

First, Plaintiffs' interests align with, and are not adverse or antagonistic to, those of Settlement Class Members. Joint Decl. ¶ 17. Plaintiffs seek to hold Defendants accountable for, among other things, their alleged failures to secure and safeguard Plaintiffs' and Class Members' PII—the same alleged wrongdoing that caused members of the Settlement Class to allegedly suffer similar harm. Plaintiffs' interests therefore fully align with those of the Class.

Second, Class Counsel are qualified, experienced, and competent in complex litigation, and have an established, successful track record in class litigation—including cases analogous to this one. Joint Decl. ¶ 2. Class Counsel and Plaintiffs have diligently advanced the interests of the Settlement Class, including by investigating the Data Breach and resolving the case through Settlement. Accordingly, Rule 23(a)(4)'s adequacy requirement is satisfied.

B. The Requirements of Rule 23(b) are Satisfied

Under Rule 23(b)(3), a class action should be certified when the court finds that common questions of law or fact predominate over individual issues and a class action would be superior to other methods of resolving the controversy. The predominance inquiry "tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation." *Amchem Prods.*, 521 U.S. at 594, 623.

i. Predominance

A Rule 23(b)(3) settlement class must show that common questions "predominate over any questions affecting only individual [class] members." *Amgen*, 568 U.S. at 459. "When one or more of the central issues in the action are common to the class and can be said to predominate, the action may be considered proper under Rule 23(b)(3) even though other important matters will have to be tried separately, such as damages or some affirmative defenses peculiar to some individual class members." *Tyson Foods, Inc. v. Bouaphakeo*, 577 U.S. 442, 453 (2016). As the Fifth Circuit has noted, the predominance inquiry "requires the court to assess how the matter will be tried on the merits, which entails identifying the substantive issues that will control the outcome, assessing which issues will predominate, and then determining whether the issues are common to the class." *In re Wilborn*, 609 F.3d 748, 755 (5th Cir. 2010).

Here, common issues predominate over individual issues because each Settlement Class Member relies on common factual evidence to establish Defendants' liability. Each Settlement Class Member's claim centers on Defendants' allegedly inadequate cybersecurity, which Plaintiffs allege resulted in the same Data Incident and ultimately the same injuries. Proof of these allegations depend on Defendants' knowledge and actions and would establish Defendants' duties and breach of duties on a class-wide basis.

Additionally, common issues concerning causation and damages predominate. A determination as to whether Defendants' misconduct caused the Data Incident, and the resulting theft of Plaintiffs' and Settlement Class Members' data, will depend on common evidence comparing Defendants' knowledge and acts and their contribution to the Data Incident. Although each individual Settlement Class Member may have some individualized damages, those individual damages do not defeat class certification. *See* Fed R. Civ. P. 23 advisory committee notes (explaining that "a fraud perpetrated on numerous persons by the use of similar misrepresentations may be an appealing situation for a class action, and it may remain so despite the need, if liability is found, for separate determination of the damages suffered by individuals within the class."). For these reasons, the predominance requirement is satisfied.

ii. Superiority

The superiority criterion requires that class action be "superior to other available methods for fairly and efficiently adjudicating the controversy." Fed. R. Civ. P. 23(b)(3). In evaluating superiority, courts consider: (1) the interests of class members in individually litigating separate actions, (2) the extent and nature of existing litigation, (3) the desirability of concentrating the litigation of the claims in one forum, and (4) the difficulty of managing a class action. *Id.* In making this determination, courts consider how a potential trial would be conducted, but the analysis does not require the submission of any trial plan. *Feder v. Elect. Data Sys. Corp.*, 429 F.3d 125, 139 (5th Cir. 2005). Moreover, when a "large number of potential plaintiffs" share common claims, "certifying the class will allow a more efficient adjudication of the controversy than individual adjudications would." *Roberts v. Source for Pub. Data*, 2009 WL 3837502, at *7 (W.D. Mo. Nov. 17, 2009).

Here, class resolution is superior to other available means for the fair and efficient adjudication of the claims asserted against Defendants. First, the potential monetary damages suffered by any one Settlement Class Member are relatively small and would be uneconomical to pursue on an individual basis given the burden and expense of prosecuting individual claims. *See In re Mednax Servs., Inc., Customer Data Sec. Breach Litig.*, 2024 WL 1554329, at *5 (S.D. Fla. Apr. 10, 2024) (superiority satisfied in data breach settlement because the "amount in dispute for individual class members [was] too small, the technical issues involved [were] too complex, and the expert testimony and document review [was] too costly" and "individual prosecution of claims would be prohibitively expensive, needlessly delay resolution, and may lead to inconsistent rulings"). Second, resolution of all Settlement Class Members' claims jointly, particularly through a class-wide settlement negotiated on their behalf by counsel who are well-versed in class action litigation, is superior to a series of hundreds of thousands of individual lawsuits and promotes judicial economy. *In re Oil Spill by Oil Rig Deepwater Horizon in Gulf of Mexico, on April 20, 2010*, 910 F. Supp. 2d 891, 929 (E.D. La. 2012) (recognizing that the infeasibility of large numbers of lawsuits creates no sensible alternative than resolution as a class action); *In re Capital One*, 2022 WL 18107626, at *5 (recognizing that litigating the claims of millions of individuals impacted by a data breach would be inefficient).

Because the Settlement satisfies all of Rule 23's requirements, the Court should conditionally certify the Settlement Class.

III. The Court Should Approve Plaintiffs' Notice Plan for Direct Notice to be Issued to the Settlement Class

Upon preliminary approval and certification of a settlement class, Rule 23 requires the Court to "direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified with reasonable effort." Fed. R.

Civ. P. 23(c)(2)(B). No rigid rules exist to determine whether a notice plan is sufficient, but it must nonetheless "satisfy the broad reasonableness standards imposed by due process." *In re Heartland Payment Sys., Inc. Customer Data Security Breach Litig*., 851 F. Supp. 2d at 1060. "Due process is satisfied if the notice provides class members with the 'information reasonably necessary for them to make a decision whether to object to the settlement.'" *Id.* (quoting *In re Katrina Canal Breaches Litig.*, 628 F.3d 185, 197 (5th Cir. 2010). When possible, however, notice should be afforded to class members directly. *In re Countrywide Fin. Corp. Customer Data Sec. Breach Litig.*, 2009 WL 5184352, at *12 (W.D. Ky. Dec. 22, 2009); *In re Compact Disc Minimum Advertised Price Antitrust Litig.*, 216 F.R.D. 197, 218 (D. Maine 2003) (holding that "individualized notice by first-class mail ordinarily satisfies the requirement that class members receive the best notice practicable under the circumstances").

Additionally, the notice should fully inform settlement class members about the action, the settlement and its benefits, each settlement class member's options to file a claim, opt out of the settlement, or object to it, and the means and deadline to do so. *See Lapan v. Dick's Sporting Goods, Inc.*, 2015 WL 8665204, at *3 (D. Mass. Dec. 11, 2015) (citing Fed. R. Civ. P. 23(c)(2)(B)); *Compact Disc*, 216 F.R.D. at 218–19 (approving a class notice that "described among other things, the class, the litigation, the proposed settlement, how an affected consumer could opt-out or object, and the funds for costs, attorney fees and incentive awards" and "directed individuals seeking additional information to a website address and provided counsel's address for mailing or delivering written comments"); *Turner v. Murphy Oil USA, Inc.*, 472 F. Supp. 2d 830, 840 (E.D. La. 2007) ("Therefore, when courts have evaluated whether settlement notice is adequate, the focus is not on actual notice rates, but rather whether the best notice practicable to individuals under the circumstances was achieved through reasonable effort.").

Here, the Notice Program satisfies the requirements of Rule 23 and due process required by the United States Constitution. First, the Settlement provides for direct notice to Settlement Class Members. S.A. ¶ 78. Defendants and their data custodians already identified Settlement Class Members when Defendants investigated the Data Incident and issued notice to affected individuals. Defendants will provide that list to the Settlement Administrator, *id.* ¶ 76, who will then issue Notice, *id.* ¶ 78. The Notice will contain all necessary information including a description of the Settlement, how to file a Claim, the details of opt-out and objection procedures and corresponding deadlines, the amount of attorneys' fees and Service Awards to be sought, and the date and time of the Final Approval hearing set by this Court. *Id.* ¶¶ 78, 80. This type of direct notice plan is the best practicable notice under the circumstances and is designed to provide actual notice to highest practicable number of absent Class Members so that they can make claims or otherwise object or seek exclusion from the Class. Because the notices which are attached to the Settlement Agreement as Exhibits 1 and 2, are reasonable and provide ample information to Class Members, the Court should approve the notice plan.

IV. The Court should preliminarily appoint Plaintiffs as Representative Plaintiffs

The Court should also preliminarily appoint Plaintiffs as Class Representatives. Plaintiffs have worked closely with Class Counsel in the Action, and without their assistance there would be no Settlement. They were at all times available to Class Counsel. Indeed, the combined efforts of Plaintiffs and Class Counsel ultimately led to the proposed Settlement and the benefits it makes available to the Class. Joint Decl. ¶ 18.

V. The Court Should Set the Below Settlement Deadlines

To facilitate the implementation of the Settlement, the issuance of notice, and the opportunity for Settlement Class Members to submit a claim, opt out of the Settlement, or file an

objection, the Court should issue an Order setting the below deadlines:

Event	**Deadline**
Defendants Provide Class List to Settlement Administrator	5 days following entry of Preliminary Approval
Notice Commencement Deadline	20 days after Preliminary Approval
Notice Completion Deadline	45 days before the initial scheduled Final Approval Hearing
Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards	45 days before the initial scheduled Final Approval Hearing
Opt-out Deadline	30 days before the initial scheduled Final Approval Hearing
Objection Deadline	30 days before the initial scheduled Final Approval Hearing
Final Approval Hearing	At least 110 days after Preliminary Approval

CONCLUSION

Plaintiffs and Class Counsel respectfully request the Court: (1) grant Preliminary Approval; (2) certify for settlement purposes the Settlement Class, pursuant to Fed. R. Civ. P. 23(a), 23(b)(3) and (e); (3) approve the Notice Program and the form of the Notices; (4) approve the Claim Form and Claim Process; (5) approve the Notice Program's opt-out and objection procedures; (6) appoint Plaintiffs as Class Representatives; (7) appoint Jeff Ostrow, Gary M. Klinger, Carl Malmstrom, Kent Bronson, and Joe Kendall as Class Counsel; (8) appoint Kroll as the Settlement Administrator; (9) continue to stay the Action pending Final Approval; (10) enjoin and bar all members of the Settlement Class from continuing in any litigation or asserting any claims against Defendants and the other Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision to grant Final Approval of the Settlement; and (11) schedule a Final Approval Hearing.

Dated: February 12, 2026

Respectfully Submitted,

/s/ Joe Kendall

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CERTIFICATE OF CONFERENCE

I certify that on February 9, 2026, counsel for Plaintiffs conferred with Matthew Brigman, counsel for Defendants, regarding the substance of this motion and he stated that Defendants do not oppose the relief requested herein.

/s/ *Joe Kendall*
JOE KENDALL

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was served on all counsel of record on February 12, 2026, via CM/ECF, in accordance with the Federal Rules of Civil Procedure.

/s/ *Joe Kendall*
JOE KENDALL