

UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND

DANIELLA SPRINGER, WILLIAM MOORE, and ARIEL VOLQUEZ,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

JOHNSON & WALES UNIVERSITY,

Defendant.

Class Action

Case No. 1:24-CV-00399-JJM-PAS

**PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Pursuant to Fed. R. Civ. P. 23, Plaintiffs Daniella Springer, William Moore, and Ariel Volquez (“Plaintiffs”), individually and on behalf of all others similarly situated, respectfully move this Court for the entry of the proposed Preliminary Approval Order submitted herewith, which seeks preliminary approval of a proposed class action settlement and certification of a proposed settlement class (the “Settlement Class”) as defined therein. In support of this request, Plaintiffs state the following:

1. The terms of the settlement are set forth in the Class Action Settlement Agreement (“Settlement Agreement”), attached as Exhibit A to Plaintiffs’ accompanying memorandum filed contemporaneously herewith.

2. The relief sought in this Motion is supported by Plaintiffs’ Memorandum of Law in support of this Motion, filed contemporaneously herewith.

3. In addition, this Motion is supported by the following Exhibits:

i. Settlement Agreement and Attached Exhibits:

Exhibit A: Claim Form

Exhibit B: Postcard Notice

Exhibit C: Long Form Notice

- ii. Counsel Leigh S. Montgomery's Declaration,
- iii. Counsel Leanna A. Loginov's Declaration,
- iv. Counsel Grayson Wells' Declaration
- v. [Proposed] Order Granting Motion for Preliminary Approval of Class Action Settlement;
- vi. [Proposed] Order and Final Judgment Granting Motion for Final Approval of Class Action Settlement.

4. Plaintiffs state that the proposed settlement falls within the approvable range of fair, reasonable, and adequate; satisfies the requirements of Fed. R. Civ. P. 23; and should be preliminarily approved by this Court.

WHEREFORE, Plaintiffs respectfully request that the Court enter the [Proposed] Order granting preliminary approval of the class action settlement, conditionally certifying a Settlement Class, granting preliminary approval of the Settlement Agreement, approving the form and manner of Notice, and scheduling a Final Approval Hearing.

Dated: December 30, 2025

Respectfully submitted,

/s/ Grayson Wells

Grayson Wells (admitted *pro hac vice*)

J. Gerard Stranch, IV (admitted *pro hac vice*)

STRANCH, JENNINGS & GARVEY, PLLC

The Freedom Center

223 Rosa L. Parks Avenue, Suite 200

Nashville, Tennessee 37203

Tel: (615) 254-8801

gwells@stranchlaw.com

gstranch@stranchlaw.com

Leigh S. Montgomery (admitted *pro hac vice*)

ELLZEY KHERKHER SANFORD

MONTGOMERY, LLP

4200 Montrose Blvd., Ste. 200
Houston, Texas 77006
Phone: (888) 350-3931
lmontgomery@eksm.com

Leanna A. Loginov (admitted *pro hac vice*)
SHAMIS & GENTILE P.A.
14 NE 1st Ave., Suite 705
Miami, Florida 33132
Tel: (305) 479-2299
lloginov@shamisgentile.com

Kensley R. Barrett, Esq.
MARIN BARRETT & MURPHY
1000 Chapel View Blvd, Suite 260
Cranston, RI 02920
Tel: (401) 228-8271
kb@marinbarrettmurphy.com

Attorneys for Plaintiffs and the Proposed Class

CERTIFICATE OF SERVICE

I hereby certify that the foregoing document was filed on December 30, 2025, via the Court's CM/ECF electronic filing system, which automatically sends notice of such filing to counsel of record.

/s/ Grayson Wells
Grayson Wells

UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND

DANIELLA SPRINGER, WILLIAM MOORE, and ARIEL VOLQUEZ,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

JOHNSON & WALES UNIVERSITY,

Defendant.

Class Action

Case No. 1:24-cv-00399-JJM-PAS

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARILY APPROVAL OF CLASS ACTION SETTLEMENT**

Plaintiffs Daniella Springer, William Moore, and Ariel Volquez, individually and on behalf of all others similarly situated, respectfully move pursuant to Fed. R. Civ. P. 23(a), (b)(3), and (e) to certify the Settlement Class,¹ preliminarily approve the proposed Settlement, and approve the Notices, Notice Program, Claim Form, and Claims process.

I. INTRODUCTION

On or about September 19, 2024, Defendant Johnson and Wales University (“Defendant” or “JWU”), announced a Security Incident involving the personally identifying information (“PII” or “Private Information”). *See* Declaration of Counsel Leigh S. Montgomery (“Decl.”) ¶ 2, attached as Exhibit B. As a result of the Security Incident, this Action was initiated. *Id.* ¶ 3. Defendant denies all liability and wrongdoing and denies that the case could be certified absent settlement. *Id.* ¶ 3; Class Action Settlement Agreement (“Settlement Agreement” or “Agreement”) ¶¶ 9, 130.

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

After arm’s-length negotiations spanning several months, the Parties reached a Settlement that Plaintiffs submit is fair, adequate, and reasonable. Decl. ¶¶ 5–7, 34-37; Agreement ¶ 8. The Settlement Agreement addresses payments for benefits to Settlement Class Members, Notice and Administrative Expenses, attorneys’ fees and litigation expenses as awarded by the Court, and Service Award payments approved by the Court. Decl. ¶¶ 8–10, 13; Agreement ¶¶ 78-83; 127-129. Additionally, Defendant has agreed to provide a period of credit monitoring for Settlement Class Members who submit valid claims. Decl. ¶ 9; Agreement ¶¶ 79(iii). The Parties negotiated Plaintiffs’ Service Awards and Plaintiffs’ Counsel’s Attorneys’ Fees, Costs, and Expenses separately, and those payments will be addressed in a separate motion. Decl. ¶¶ 13–15; Agreement ¶¶ 127-129. Plaintiffs believe the Settlement is favorable to the Settlement Class. Decl. ¶¶ 35-37, 42.

II. BACKGROUND AND PROCEDURAL HISTORY

Defendant is a private university offering undergraduate and graduate degree programs. Decl. ¶ 2. On or around September 19, 2024, a third party acting on behalf of Defendant began sending notice letters to individuals advising them that their Private Information had been potentially compromised in the Security Incident, resulting from a third-party criminal actor had gained unauthorized access to its network. *Id.*

On November 15, 2024, Plaintiffs filed their Consolidated Class Action Complaint (“Complaint”) in the United States District Court of the District of Rhode Island, alleging: (1) negligence and negligence *per se*; (2) breach of implied contract; (3) invasion of privacy, intrusion upon seclusion; and (4) unjust enrichment/quasi contract. [DE # 13]. On April 30, 2025, the Court dismissed Plaintiffs’ privacy and unjust enrichment claims. [DE #22.]

The Parties met and conferred on several occasions to discuss the merits of the claims, conducted informal discovery, and on August 7, 2025, the Parties reached an agreement in principle on the material terms of a proposed class action settlement. Decl. ¶¶ 4–5. The agreement was reached through arms’-length negotiation and advocacy by counsel on behalf of the Parties, aided by proposed Settlement Class Counsel’s extensive experience with complex litigation and in particular data breach cases. *Id.* ¶ 5.

On August 7, 2025, the Parties signed a Confidential Settlement Term Sheet in which they agreed to certain principal terms for purposes of reaching a settlement in this case. Over the following weeks, the Parties diligently drafted, negotiated, and finalized the Settlement Agreement, Notices, and Claim Form, and agreed to a settlement administrator. *Id.* ¶ 6. It is proposed Settlement Class Counsel’s opinion that the Agreement presents a favorable result for the Settlement Class. *Id.* ¶¶ 5, 6, 37.

III. SUMMARY OF SETTLEMENT

A. Settlement Class

The Settlement Class has approximately 22,710 members and is defined as follows:

All persons on the list of persons to whom Johnson & Wales University arranged to have sent a notice of the ‘Security Incident,’ [*i.e.*, the security incident identified in the letter dated September 19, 2024, sent to Plaintiffs and the subject of the Amended Complaint], excluding those persons identified as being excluded in the Amended Complaint.

Agreement ¶ 63. The Settlement Class specifically excludes Defendant and Defendant’s parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendant has a controlling interest; all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; and all judges assigned to hear any aspect of this litigation, as well as their immediate family members. *Id.*

B. Settlement Consideration

1. Benefits and Cash Payments

The Settlement addresses payments for benefits to Settlement Class Members, Notice and Administrative Expenses, attorneys' fees and litigation expenses as awarded by the Court, and Service Award payments approved by the Court. Agreement ¶¶ 78-83; 127-129. The Settlement Fund shall be a non-reversionary common fund funded by Defendant in the amount of \$454,200.00, which shall be deposited into an escrow account. *Id.* ¶¶ 68; 73. The Settlement Class Members may claim one or more of a variety of awards from the Settlement Fund, which may be prorated based on the number of claims made. *Id.* ¶ 79.

First, Settlement Class Members may claim up to three years of credit monitoring from CyEx Identity Defense Complete. *Id.* ¶ 79(iii). A Settlement Class Member may make this election regardless of whether he or she makes a claim for cash payment. *Id.*

Second, Settlement Class Members may make a claim for Cash Payment. Specifically, Settlement Class Members may claim compensation for Documented Losses ("Cash Payment A") of up to \$1,000.00 per Settlement Class Member with third-party documentation and a sworn affidavit attesting to the losses if: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Security Incident; and (iii) the loss was incurred after the date of the Security Incident. Agreement ¶ 79(i).

As a mutually-exclusive alternative to Cash Payment A, a Settlement Class Member may make a claim to receive a cash payment in an amount of \$50.00 ("Cash Payment B"), which is subject to a *pro rata* adjustment (*i.e.*, increase or decrease) based on the number of valid Cash Payment B claims submitted. *Id.* ¶ 79(ii).

Any remaining funds or uncashed checks will be designated for the *cy pres* recipient. *Id.* ¶ 79.

The Parties negotiated Plaintiffs' Service Award and an award of Attorneys' Fees and costs separately from the Benefits and Cash Payments described above. *Id.* ¶ 129; Decl. ¶¶ 13-14.

2. Releases – The Releasing Parties fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Security Incident that the Releasing Parties may have or had. Agreement ¶ 124-126.

3. Settlement Class members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement. *Id.*

4. The Notice Program, Claim Process, Opt-Outs, and Objections

Administrative Costs – Defendant shall be responsible for all costs related to settlement administration, notice distribution and claims process, including costs of the Notice Program and Claims Process. *Id.* ¶ 43.

Settlement Administrator – The Parties have agreed to use Epiq Class Action and Claims Solutions, Inc, (“Epiq”) as the Settlement Administrator, who shall administer various aspects of the Settlement under the Parties' supervision. *Id.* ¶ 62.

Notice Program – Defendant will deliver the Class Member Information to the Settlement Administrator within 15 days of Preliminary Approval. *Id.* ¶ 65. Thereafter, to be completed not later than forty-five (45) days after the Court's entry of the Preliminary Approval Order, Postcard Notice will be sent to the Settlement Class Members to the last postal address Defendant has on record. *Id.* ¶ 87, Ex. B. The Settlement Administrator will perform reasonable address traces for

undeliverable postcard Short Notices. *Id.* ¶ 90. Postcard Notice shall include, inter alia: a description of the material terms of the Settlement, how to submit a claim form, direction to the Settlement Website, the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys' fees, and the date of the Final Fairness Hearing. *Id.* ¶ 88, Ex. A.

Claims Process – The Claims process is structured to ensure all Settlement Class Members have adequate time to review the Settlement terms, compile documents supporting their Claim as required, submit Claims, and decide whether to opt-out or object. Decl. ¶ 40. Claim Forms are due to the Settlement Administrator by the Claims Deadline, ninety (90) days after the Notice deadline. Agreement ¶ 18. The Claim Form is in plain language for easy completion. Decl. ¶ 17. The Settlement Administrator will review the Claim Forms for completeness and validity. Agreement ¶ 95. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim. *Id.*

Opt-outs and Objections – The opt-out and objection deadlines are sixty (60) days after Notice Deadline, which provides sufficient time to access and review the Settlement documents, including Plaintiffs' Application for Attorneys' Fees, Costs, and Service Awards. Agreement ¶¶ 46-47. Anyone who opts out may not object.

5. *Service Awards, Attorneys' Fees and Costs*

Service Awards – The Agreement calls for a reasonable Service Award for the Settlement Class Representatives of \$2,500.00 each, for a total of \$7,500.00, meant to compensate them for their efforts on the Settlement Class's behalf, including serving as named Plaintiffs, assisting in the Action's investigation, maintaining contact with Settlement Class Counsel, reviewing case documents, and answering Settlement Class Counsel's questions. Agreement ¶ 128; Decl. ¶ 13.

Attorneys' Fees and Costs – After agreeing to the Settlement's material terms, Class Counsel negotiated attorneys' fees and costs separate from the total of Valid Claims. Agreement ¶ 127; Decl. ¶ 13. Settlement Class Counsel intends to seek an attorneys' fees and costs award not to exceed \$151,400.00. Agreement ¶ 127; Decl. ¶ 14. The Notices advise the Settlement Class of these intended requests and further information on how to object. *Id.*, Exs. A, B; Decl. ¶ 38. The Motion for Final Approval will include the Application for Attorneys' Fees, Costs, and Service Award 45 days prior to the initial date set for the Final Approval Hearing. Agreement ¶ 115.

IV. LEGAL AUTHORITY

Before the Settlement can be finally approved, the Settlement Class Members who will be bound by its terms must be notified and given an opportunity to object or otherwise react to the proposed Settlement. Fed. R. Civ. P. 23(e). This notification process takes time and can be expensive, so courts will generally first conduct a preliminary fairness review. *See Newberg on Class Actions* § 13:10 (5th ed.). Here, preliminary approval of the Settlement is warranted for the reasons set forth below.

Under the revised Rule 23(e), the question for preliminary approval is whether “the court will likely be able to . . . approve the proposal under Rule 23(e)(2),” which provision governs final approval. 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 arm's-length negotiation.” 2 *McLaughlin on Class Actions* § 6:7 (15th ed. 2018). “If the parties negotiated at arm's length and conducted sufficient discovery, the district court must presume the settlement is reasonable.” *In re Pharm. Indus. Average Wholesale Price Litig.*, 588 F.3d 24, 32–33 (1st Cir. 2009). “The district court enjoys considerable range in approving or disapproving a class settlement, given the generality of

the standard and the need to balance a settlement's benefits and costs.” *Id.* at 33 (internal editing marks omitted).

The general standard for final approval of a proposed settlement of a class action under Rule 23(e)(2) remains whether it is "fair, reasonable and adequate." To make that determination, Rule 23(e)(2) provides the following factors:

- (2) ***Approval of the Proposal.*** If the proposal would bind class members, the court may approve it only after a hearing and only on finding that it 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, taking into account:
 - (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); and
 - (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

Courts also consider the following “*Grinnell* factors”: (1) the complexity, expense and likely duration of the litigation, (2) the reaction of the class to the settlement, (3) the stage of the proceedings and the amount of discovery completed, (4) the risks of establishing liability, (5) the risks of establishing damages, (6) the risks of maintaining the class action through the trial, (7) the ability of the defendants to withstand a greater judgment, (8) the range of reasonableness of the settlement fund in light of the best possible recovery, and (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.” *Sesto v. Prospect CharterCARE, LLC*, 2019 WL 2394251, at *3 (D.R.I. June 6, 2019); *Loestrin 24 Fe Antitrust Litig.*, 2020 WL 5203323, at *2, fn 9 (D.R.I. Sept. 1, 2020) (citing *Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir. 1974)).

Courts apply the relevant factors to analyze settlements “in the shadow of the ‘strong public policy in favor of settlements.’” *Medoff v. CVS Caremark Corp.*, 2016 WL 632238, at *5 (D.R.I. Feb. 17, 2016) (quoting *P.R. Dairy Farmers Ass'n v. Pagan*, 748 F.3d 13, 20 (1st Cir. 2014)). The factors should also be applied in light of the current phase of settlement approval. “Preliminary approval should not be confused for a final finding of reasonableness or fairness.” *Sesto*, 2019 WL 2394251, at *1 (quoting *Trombley v. Bank of Am. Corp.*, 2011 WL 3740488, at *4 (D.R.I. Aug. 24, 2011)). At the preliminary certification stage, the Court applies a “less rigorous standard,” and “need only determine whether the settlement ‘appears to fall within the range of possible final approval.’” *Id.* At this first stage, the goal is to “ascertain whether notice of the proposed settlement should be sent to the class.” *Id.*

Here, the foregoing Rule 23 and *Grinnell* factors weigh in favor of preliminary approval, as there are no grounds to doubt the fairness of the settlement.

V. LEGAL DISCUSSION

A. The Court Should Certify the Proposed Class for Settlement Purposes.

Before assessing the parties' Settlement Agreement, the Court should first confirm that the underlying Settlement Class meets the requirements of Federal Rule of Civil Procedure 23 (“Rule 23”). *See Amchem Prods. v. Windsor*, 521 U.S. 591, 620 (1997); *Manual for Complex Litigation*, § 21.632. Under Rule 23(a), a class action may be maintained where the movants demonstrate numerosity, commonality, typicality, and adequacy of representation. Additionally, under Rule 23(b)(3), a class may be maintained where the predominance and superiority elements are met. When evaluating certification of a settlement class, manageability is not a concern because there will be no trial. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

Despite the necessarily rigorous analysis of certain prongs at the preliminary approval stage, class actions are regularly certified for settlement. *In re Equifax, Inc. Customer Data Sec. Breach Litig.*, No. 1:17-md-2800-TWT (N.D. Ga. 2019); *Kostka v. Dickey's Barbecue Restaurants, Inc.*, 2022 WL 16821685 (N.D. Tex. 2022), *report and recommendation adopted*, 2022 WL 16821665 (N.D. Tex. Nov. 8, 2022); *Welsh v. Navy Fed. Credit Union*, 2018 WL 7283639 (S.D. Tex. 2018); *In re Target Corp. Customer Data Sec. Breach Litig.*, 309 F.R.D. 482 (D. Minn. 2015). This case is no different.

Numerosity. Numerosity requires “the class [be] so numerous that joinder of all members is impractical.” Fed. R. Civ. P. 23(a)(1). There is no specific threshold that must be surpassed in order to satisfy the numerosity requirement; rather, the determination “requires examination of the specific facts of each case and imposes no absolute limitations.” *Gen. Tel. Co. of the Northwest, Inc. v. EEOC*, 446 U.S. 318, 330 (1980). That said, “if the named plaintiff demonstrates that the potential number of plaintiffs exceeds 40, the first prong of Rule 23(a) has been met.” *In re Loestrin 24 FE Antitrust Litig.*, 410 F. Supp. 3d 352, 397 (D.R.I. 2019).

Here, the numerosity requirement is met for purposes of settlement. Defendant represents that the Settlement Class consists of approximately 22,710 members. Decl. ¶ 2. Judicial economy would be well-served by certification.

Commonality. Rule 23(a)(2)'s commonality requirement demands that “there are questions of law or fact common to the class.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 368 (2011) (citing Fed. R. Civ. P. 23). “A single common factual or legal issue suffices to satisfy this requirement.” *Medoff*, 2016 WL 632238, at *3. Commonality may be met where the “claims of all plaintiffs arise out of that uniform set of facts and implicate defendants' alleged violation.” *Id.*

The commonality requirement is satisfied here for purposes of settlement. Common questions include, *inter alia*, whether Defendant engaged in the wrongful conduct alleged; whether Settlement Class Members' Personal Information was compromised in the Security Incident; whether Defendant owed a duty to Plaintiffs and Settlement Class Members; whether Defendant breached its duties; whether Defendant unreasonably delayed in notifying Plaintiffs and Settlement Class Members of the material facts of the Security Incident; and whether Defendant committed the common law and statutory violations alleged in the Complaint. *See, e.g., In re Heartland Payment Sys., Inc. Customer Data Sec. Breach Litig.*, 851 F. Supp. 2d 1040, 1054 (S.D. Tex. 2012) (“The common factual question in this case is what actions Heartland took before, during, and after the data breach to safeguard the Consumer Plaintiffs' financial information.”); *Bowen v. Paxton Media Grp., LLC*, 2024 WL 1446468, at *7 (W.D. Ky. Apr. 3, 2024) (commonality requirement met at the preliminary approval stage where the class members' injuries all arose from the defendant's “failure to maintain adequate data security and to secure its employees' PII” so that “the common issue at trial would be the sufficiency of [the defendant's] data security practices and its failure to secure its employees' PII”); *In re Yahoo! Inc. Customer Data Sec. Breach Litig.*, 2020 WL 4212811, at *3 (N.D. Cal. July 22, 2020) (common questions of whether defendant employed sufficient data security measures, knew of inadequacies, and timeliness of data breach disclosure satisfy commonality requirement).

Typicality. Rule 23(a)(3) requires that “the claims or defenses of the representative parties are typical of the claims or defenses of the class.” *Medoff*, 2016 WL 632238, at *3. “A class representative's claims are ‘typical’ when their claims arise from the same event or practice or course of conduct that gives rise to the claims of other class members and are based on the same legal theory.” *Id.* (internal editing and quotation marks omitted).

Plaintiffs' settlement claims are typical of Settlement Class Members' claims because they arise from the same course of alleged conduct and are premised on the same legal theory. Plaintiffs had Personal Information that was stored on Defendant's systems that was potentially compromised in the Security Incident and seek to assert the same underlying claims as the rest of the Settlement Class.

Adequacy of Representation. The Court should also conclude that “the representative parties will fairly and adequately protect the interests of the class,” as required by Rule 23(a)(4). This requirement is satisfied when the moving party shows 1) “that the interests of the representative party will not conflict with the interests of any of the class members;” and 2) “that counsel chosen by the representative party is qualified, experienced and able to vigorously conduct the proposed litigation.” *Medoff*, 2016 WL 632238, at *3. The capabilities of proposed class representatives should also be assessed. *Id.* Proposed counsel should be assessed for the ability “to represent the class competently and vigorously and without conflicts of interest with the class.” *In re Pharm. Indus. Average Wholesale Price Litig.*, 588 F.3d at 36, fn12. However, “speculative or hypothetical conflicts do not defeat Rule 23’s adequacy requirement.” *Medoff*, 2016 WL 632238, at *3. Neither is “perfect symmetry of interest” required for adequacy to be met. *Walsh v. Gilbert Enters., Inc.*, 2019 WL 1206885, at *4 (D.R.I. Mar. 14, 2019)

For purposes of settlement, Plaintiffs adequately represent the Settlement Class, as they have no conflicts of interest with other Settlement Class Members, are subject to no unique defenses, and they and their counsel have and continue to vigorously prosecute this case on behalf of the Settlement Class. Decl. ¶¶ 5, 6, 34, 42. Further, Settlement Class Counsel are experienced in the successful litigation and settlement of class action litigation, including data privacy cases. *See id* ¶¶ 5, 7, 20–32.

Predominance and Superiority. Rule 23(b)(3) provides class certification is proper when “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.” “To find predominance, the district court must determine that it can dispose of any differences among class members’ claims in a manner that is not inefficient or unfair.” *Sheet Metal Workers Loc. No. 20 Welfare & Benefit Fund v. CVS Pharmacy, Inc.*, 540 F. Supp. 3d 182, 206 (D.R.I. 2021) (internal quotation marks omitted). Rule 23(b)(3), however, does not require a plaintiff seeking class certification to prove that each element of the claim is susceptible to class-wide proof. *Amgen Inc. v. Conn. Ret. Plans & Tr. Funds*, 568 U.S. 455, 469 (2013). Rather, it requires that common questions predominate over any questions affecting only individual class members. *Id.* “[A] common question is defined as ‘capable of classwide 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.’” *In re Loestrin 24 FE Antitrust Litig.*, 410 F. Supp. 3d at 397 (quoting *Dukes*, 564 U.S. at 350).

Here, for settlement purposes, the central common questions predominate over any questions that may affect individual Settlement Class Members. The central common questions include whether Defendant owed a duty to Plaintiffs and Settlement Class Members, whether Defendant breached its duty, and whether Defendant unreasonably delayed in notifying Plaintiffs and Settlement Class Members of the material facts of the Security Incident. These issues are subject to “classwide resolution.” Courts have found similar settlement classes to meet the preponderance requirement in data breach cases. “Indeed, the focus on a defendant's security measures in a data breach class action is the precise type of predominant question that makes class-

wide adjudication worthwhile.” *In re Yahoo! Inc. Customer Data Sec. Breach Litig.*, 2020 WL 4212811, at *7 (N.D. Cal. July 22, 2020) (quotation marks omitted) (collecting cases).

The Settlement Class meets the predominance requirement for settlement purposes, and certification will meet the objective of Rule 23(b)(3) to promote economy and efficiency of time, effort, and expense over separate suits. *See, e.g., Bowen*, 2024 WL 1446468, at *7; *see also In re Heartland*, 851 F. Supp. 2d at 1059 (predominance satisfied in data breach case despite state law variations, 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) (same); *Hapka v. CareCentrix, Inc.*, 2018 WL 1871449, at *2 (D. Kan. Feb. 15, 2018) (same); *In re The Home Depot, Inc., Customer Data Sec. Breach Litig.*, 2016 WL 6902351, at *2 (N.D. Ga. Aug. 23, 2016) (same).

With respect to superiority, Rule 23(b)(3) identifies the following factors, each of which weighs in favor of finding superiority:

- (A) the class members' interests in individually controlling the prosecution or defense of separate actions;
- (B) the extent and nature of any litigation concerning the controversy already begun by or against class members;
- (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and
- (D) the likely difficulties in managing a class action.

All these factors favor class treatment in this case for purposes of settlement. The value of each Settlement Class Member’s claim is much smaller than the cost it would take to litigate individual actions. Thus, Settlement Class Members would not individually be able to seek redress in this matter in an economically feasible manner. *See Sheet Metal Workers Loc. No. 20 Welfare & Benefit Fund*, 540 F. Supp. 3d at 219 (“The Court is mindful that ‘[t]he policy at the very core of the class action mechanism is 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.”); *see also Bowen*, 2024 WL 1446468, at *7 (citing *Pfaff v. Whole Foods Mkt. Grp. Inc.*, 2010 WL 3834240, at *7 (N.D. Ohio Sept. 29, 2010) (“The ‘most compelling rationale for finding superiority in a class action’ is the existence of a ‘negative value suit.’ A negative value suit is one in which the costs of enforcement in an individual action would exceed the expected individual recovery.”)). For settlement purposes, it is also desirable to concentrate the litigation of the claims into the present forum in view of the scale of the class under Rule 23(b)(3)(C). With 22,710 class members, a class action would be superior to individual adjudication for purposes of settlement.

Thus, with Rule 23(a) and 23(b)(3) satisfied, the Settlement Class should be certified.

B. The Settlement Terms are Fair, Adequate, and Reasonable.

The factors identified by Rule 23(e)(2) and the *Grinnell* case, *supra*, all weigh in favor of granting Preliminary Approval to allow Notice to issue to the Settlement Class.

1. Settlement Class Representatives and Counsel have Adequately Represented the Class. (Fed. R. Civ. P. 23(e)(2)(A)).

Here, the Settlement Class Representatives and Settlement Class Counsel have adequately represented the class. The Settlement Class members are all potentially affected by the same Security Incident as the Settlement Class Representatives, and thus the Settlement Class Representatives have common interests with the Settlement Class. Moreover, the Settlement Class Representatives have ably represented the Settlement Class, maintaining contact with Settlement Class Counsel, reviewing and approving pleadings, assisting in the investigation of the Action, remaining available for consultation throughout mediation, reviewing the Settlement documents, and answering Settlement Class Counsel’s questions. Decl. ¶ 42.

Settlement Class Counsel have also vigorously pursued the Settlement Class’s interests in securing a Settlement bringing immediate, valuable benefits, while avoiding the risks of continued

litigation. To do so, they leaned on their extensive experience in data breach litigation, their detailed investigation of this particular matter, and informal discovery exchanged during the course of their negotiations. Decl. ¶¶ 4–5. As such, Federal Rule of Civil Procedure 23(e)(2)(A) supports Preliminary Approval.

2. *The Settlement is the product of good-faith arm’s-length negotiations and is absent of any collusion. (Fed. R. Civ. P. 23(e)(2)(B)).*

Here, the Agreement is clearly the product of good-faith arm’s-length negotiations and there is no evidence of fraud or collusion. After an exchange of information related to liability and damages and rigorous negotiations that accounted for the strengths and weaknesses of the Parties’ respective positions, the Parties negotiated a fair and reasonable settlement similar to or exceeding the value of other similar data breach class action settlements. Decl. ¶¶ 5, 35-37. Thereafter, the Parties spent weeks negotiating, drafting, and finalizing the finer points of the Settlement in the Agreement. *Id.* ¶¶ 4–6.

There has been no fraud or collusion, and there are no agreements among the Settling Parties or their counsel apart from the Settlement Agreement. Decl. ¶ 7, 34-35; Agreement ¶ 8. Moreover, the proposed Settlement does not favor any Settlement Class member over any other. Decl. ¶ 38. As noted above, “[i]f the parties negotiated at arm’s length and conducted sufficient discovery, the district court must presume the settlement is reasonable.” *In re Pharm. Indus. Average Wholesale Price Litig.*, 588 F.3d at 32–33. Accordingly, Federal Rule of Civil Procedure 23(e)(2)(B) is satisfied and weighs in favor of approval.

3. *The Agreement provides substantial relief to the Settlement Class, considering the uncertainty of prevailing on the merits, the effectiveness of the proposed distribution of relief, and the attorneys' fees sought. (Fed. R. Civ. P. 23(e)(2)(C)).*

Rule 23(e)(2)(C) involves similar considerations to the first, third, fourth and fifth, *Grinnell* factors, all of which weigh heavily in favor of granting Preliminary Approval.

The Settlement guarantees Settlement Class Members real relief, while avoiding substantial litigation costs and risks of loss. Specifically, all Settlement Class Members may claim up to three years of credit monitoring. Agreement ¶ 79(iii). In addition, Settlement Class Members may choose between compensation for certain Documented Losses of up to \$1,000.00 per Settlement Class Member or a cash payment of \$50.00, subject to a *pro rata* adjustment. Agreement ¶ 79(i), (ii). These benefits are consistent with, and in fact exceed, other approved settlements. Decl. ¶ 11. In addition, service awards and attorneys' fees were negotiated separately from the total of Valid Claims. Agreement ¶ 129; Decl. ¶ 12.

The information necessary to evaluate the Settlement has been obtained through public sources as well as through informal discovery. Decl. ¶ 4-5, 33. There is no dispute that a Security Incident occurred, that certain types of unencrypted Personal Information were accessed and exfiltrated, and that this occurred for approximately 22,710 Class Members. These data points alone allow for assessing the Settlement, particularly where the legal positions have been litigated in many other cases, allowing for reasoned judgment.

“There exists strong public policy in favor of settlements, particularly in class action litigation.” *Medoff*, 2016 WL 632238, at *5; *Durrett v. Hous. Auth. of City of Providence*, 896 F.2d 600, 604 (1st Cir. 1990). Further, “[w]hen the prospect of ongoing litigation threatens to impose high costs of time and money on the parties, the reasonableness of approving a mutually-

agreeable settlement is strengthened.” *In re Heartland Payment Sys., Inc. Customer Data Sec. Breach Litig.*, 851 F. Supp. 2d at 1064.

Although Plaintiffs are confident in the merits of their claims, the litigation risks cannot be disregarded. Besides the potential that Plaintiffs will lose at trial or that a class will or will not be certified, Plaintiffs anticipate substantial additional costs if litigation continues, including experts. Plaintiffs, who have already addressed Defendant’s requests for dismissal, will likely be required to counter a later motion for summary judgement and both gain and maintain certification of the Settlement Class, with a near inevitable interlocutory appeal attempt. As at least one court has found, because the “legal issues involved in [data breach litigation] are cutting-edge and unsettled . . . many resources would necessarily be spent litigating substantive law as well as other issues.” *In re Target Corp. Customer Data Sec. Breach Litig.*, 2015 WL 7253765, at *2 (D. Minn. Nov. 17, 2015). Data breach class actions are complex and remain unpredictable. *See Cotter v. Checkers Drive-In Rests., Inc.*, 2021 WL 3773414, at *12 (M.D. Fla. Aug. 25, 2021) (noting data breach class actions present “serious risks” due, in part, to “the ever- developing law surrounding data breach cases”); *In re Citrix Data Breach Litig.*, 2021 WL 2410651, at *3 (S.D. Fla. Jun 11, 2021) (“Data breach cases in particular present unique challenges with respect to issues like causation, certification, and damages.”); *In re Arby's Rest. Grp., Inc. Data Sec. Litig.*, 2019 WL 2720818, at *3 (N.D. Ga. June 3, 2019) (“Further, data breach litigation involves the application of unsettled law with disparate outcomes across states and circuits.”). This case is no exception.

The Settlement’s value is guaranteed in the face of uncertainty in prevailing on the merits or on class certification. Although Plaintiffs strongly believe in the merits, they also understand that Defendant asserts a number of potentially case-dispositive defenses. Class certification is

another hurdle. *See, e.g., In re Blackbaud, Inc., Customer Data Breach Litig.*, 2024 WL 2155221 (D.S.C. May 14, 2024) (denying class certification in a data breach case).

Plaintiffs dispute Defendant's defenses, but obviously success at class certification and trial is far from certain. Through the Settlement, Plaintiffs and Settlement Class Members gain significant benefits without risking not receiving any relief at all if the case continues.

4. *The Settlement Treats Settlement Class Members Equitably Relative to Each Other (Fed. R. Civ. P. 23(e)(2)(D))*

The final Rule 23 factor (Rule 23(e)(2)(D)), looks at whether Settlement Class Members are treated equitably. Here, the Settlement provides for a notice plan that is designed to reach as many Settlement Class Members as possible and provides Settlement Class Members with direct mail notice of the Settlement and informs Settlement Class Members of their right to object to, or opt out of, the Settlement. *See* Section III(B), *supra*. Every Settlement Class Member who submits a valid claim and who attests that he or she was impacted by the Security Incident is eligible to receive a credit monitoring services for up to three years, between compensation for certain Documented Losses of up to \$1,000.00 per Settlement Class Member or a cash payment of \$50.00, subject to a *pro rata* adjustment. Agreement ¶¶ 79(i)–(iii). The Settlement treats Settlement Class Members equitably relative to each other, satisfying Rule 23(e)(2)(D).

5. *Each Remaining Grinnell Factor Supports Preliminary Approval.*

The remaining *Grinnell* factors also support Preliminary Approval. The second factor examines the reaction of the class to the settlement. Because Settlement Class Members will have the opportunity to object after receiving notice of the Settlement, this factor will be better examined at the Final Approval stage.

The seventh *Grinnell* factor examines the ability of Defendant to withstand a greater judgment. This factor does not weigh against settlement because the goals of the lawsuit were met

through the settlement. *See* Complaint ¶¶ 17-19. (seeking to remedy harms caused by data breach, including compensatory damages, out-of-pocket costs, and injunctive relief including improvements to Defendant’s data security systems); *see also* *Ying v. All-Ways Forwarding of N.Y. Inc.*, 2025 WL 968586, at *10 (E.D.N.Y. Mar. 31, 2025) (noting that where the seventh *Grinnell* factor is neutral, it “does not preclude the Court from approving the settlement”).

The eighth and ninth *Grinnell* factors examine the range of reasonableness of the settlement fund in light of the best possible recovery and all the attendant risks of litigation. Because, as noted above, the purposes of the lawsuit have been met without the attendant risks, expenses, and delay required to litigate this case through trial, these factors have also been met. The settlement afforded here, as compared to the uncertainty of damages even following a successful finding of liability, weighs in favor of preliminary approval. Decl. ¶¶ 33-34. The time and expense involved for all parties in resolving those issues suggests a reasonable early settlement is the wisest course for everyone concerned. Settlement Class Counsel is experienced in data breach cases and class actions. Decl. ¶ 20-32. This allows for a strong basis of information on which to judge a proposed settlement. It is Settlement Class Counsel’s opinion that the proposed recovery is well within an appropriate range in terms of the amount recovered per Class Member. *Id.* ¶ 33.

As noted in *Robinson v. Nat’l Student Clearinghouse*, although a “district court considers a ‘laundry list of factors’ pertaining to the reasonableness of a class action settlement . . . ‘the ultimate decision by the judge involves balancing the advantages and disadvantages of the proposed settlement as against the consequences of going to trial or other possible but perhaps unattainable variations on the proffered settlement.’” 14 F.4th 56, 59 (1st Cir. 2021) (internal editing marks omitted) (quoting *Nat’l Ass’n of Chain Drug Stores v. New England Carpenters Health Benefits Fund*, 582 F.3d 30, 44 (1st Cir. 2009)). Here, Plaintiffs have established that the

proposed Settlement is fair and reasonable in light of the relevant factors and attendant circumstances.

6. Summary.

The factors identified under Rule 23(e)(2) and *Grinnell* weigh strongly in favor of Preliminary Approval. Given the litigation risks involved and the complexity of the underlying issues, the Settlement is a good result. It could not have been achieved without full commitment from the proposed Settlement Class Representatives and Settlement Class Counsel. The Settlement is both fair and adequate and meets each of the Rule 23(e)(2) and *Grinnell* factors such that notice of the Settlement should be sent to the Settlement Class.

C. The Proposed Settlement Administrator Will Provide Adequate Notice.

Rule 23(e)(1) requires “direct reasonable notice to all class members who would be bound by” a proposed Settlement. For a Rule 23(b)(3) class, notice must be “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). It 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 & Tr. Co.*, 339 U.S. 306, 314 (1950).

The proposed Notice Program is designed to satisfy Rule 23(c)(2)(B) and the *Manual for Complex Litigation*. See Agreement, Exs. A–C. Defendant will provide the Claims Administrator with a list of Settlement Class Members within 15 days of Preliminary Approval. See Agreement ¶ 87. Within 45 days of entry of the Preliminary Approval Order, and to be completed not later than 45 before the initial scheduled Final Approval Hearing, the Claims Administrator will mail Postcard Notice to the Settlement Class Members to provide direct and individual notice to each

Settlement Class Member. *Id.* If Notice is returned undeliverable at least 60 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall perform reasonable address traces and complete the re-mailing of Postcard Notice to those Settlement Class members whose new addresses were identified as of that time through address traces. *Id.* ¶ 90.

The Settlement Administrator will receive and review claim forms, requests for exclusion and objections. *Id.* ¶ 95. The day before Notice is first initiated, the Settlement Administrator will also establish and maintain a Settlement Website, that will include the Long Form Notice, Postcard Notice, Claim Form, Frequently Asked Questions and allow Settlement Class Members to submit Claim Forms. *Id.* ¶¶ 89, 103. The Settlement Administrator will also maintain a toll-free telephone number by which Settlement Class members can seek answers to frequently asked questions or otherwise communicate inquiries. *Id.* ¶ 86(e).

In compliance with Rule 23(c)(2)(B), the Notices are clear and straightforward, defining the Settlement Class and the Settlement's essential terms; clearly describing the options available to the Settlement Class and the deadlines for taking action; disclosing the requested Service Awards for the Settlement Class Representatives and the attorneys' fee amount Settlement Class Counsel intends to seek and that litigation costs will be sought; explaining the opt-out, objection, and Claim procedures and deadlines; explaining the binding effect of a class judgment on Class Member; stating the Final Approval Hearing date, time, and location; and prominently displaying Class Counsel's contact information. Agreement, Exs. A–C.

The notice program need not be perfect, so long as it meets the requirement of providing the best notice practicable under the circumstances with the appropriate individual notice. *Medoff*, 2016 WL 632238, at *7. This requirement may be met through notification methods other than actual personal notice, such as by publication. *Id.* As described above, the Notice Program has been

designed to give the best notice practicable, is tailored to reach the Settlement Class Members, and ensures their due process rights are amply protected. Accordingly, the Notice Program should be approved. Decl. ¶¶ 39-40.

VI. PROPOSED SCHEDULE OF EVENTS

The Court should also set the Final Approval Hearing date and time. Deadlines in the Final Approval process, including the opt-out and objection deadlines, will be determined based on the original Final Approval Hearing date. Plaintiffs propose the following schedule:

Event	Deadline
Defendant to make initial deposit into Settlement Fund	15 days after Preliminary Approval Order
Settlement Website available for viewing	1 day prior to commencing Notice Program
Defendant to deliver the Class Member Information to Settlement Administrator	15 days after Preliminary Approval Order
Notice Program Begins (Postcard Notice Sent)	45 days after Preliminary Approval Order (“Notice Deadline”) and to be completed 45 days prior to initial Scheduled Final Approval Hearing
Deadline to File Claim Forms	90 days after the Notice Deadline
Deadline to file Motion for Final Approval and Application for Attorneys’ Fees, Costs, and Service Awards	45 days prior to Final Approval Hearing
Opt-Out Deadline	60 days after Notice Deadline
Objection Deadline	60 days after Notice Deadline
Final Approval Hearing	_____, 2025, at ____ am/pm. (Preferably the week of _____, ____ or after)

VII. CONCLUSION

Plaintiffs and Settlement 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 Settlement Class Representatives; (7) appoint Leigh S. Montgomery of Ellzey Kherkher Sanford Montgomery, LLP; Leanna A. Loginov of Shamis & Gentile P.A., and Grayson Wells of Stranch, Jennings & Garvey, PLLC as Settlement Class Counsel; (8) appoint Epiq as the Settlement Administrator; (9) 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 Defendant 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: December 30, 2025

Respectfully submitted,

/s/ Grayson Wells

Grayson Wells (admitted *pro hac vice*)
J. Gerard Stranch, IV (admitted *pro hac vice*)
STRANCH, JENNINGS & GARVEY, PLLC
The Freedom Center
223 Rosa L. Parks Avenue, Suite 200
Nashville, Tennessee 37203
Tel: (615) 254-8801
gwells@stranchlaw.com
gstranch@stranchlaw.com

Leigh S. Montgomery (admitted *pro hac vice*)
**ELLZEY KHERKHER SANFORD
MONTGOMERY, LLP**
4200 Montrose Blvd., Ste. 200
Houston, Texas 77006
Phone: (888) 350-3931

lmontgomery@eksm.com

Leanna A. Loginov (admitted *pro hac vice*)

SHAMIS & GENTILE P.A.

14 NE 1st Ave., Suite 705

Miami, Florida 33132

Tel: (305) 479-2299

lloginov@shamisgentile.com

Kensley R. Barrett, Esq.

MARIN BARRETT & MURPHY

kb@marinbarrettmurphy.com

1000 Chapel View Blvd, Suite 260

Cranston, RI 02920

Tel: (401) 228-8271

Attorneys for Plaintiffs and the Proposed Class

CERTIFICATE OF SERVICE

I hereby certify that the foregoing document was filed on December 30, 2025, via the Court's CM/ECF electronic filing system, which automatically sends notice of such filing to counsel of record.

/s/ Grayson Wells
Grayson Wells

EXHIBIT A

UNITED STATES DISTRICT COURT DISTRICT OF RHODE ISLAND

**DANIELLA SPRINGER, WILLIAM MOORE,
and ARIEL VOLQUEZ,**

Plaintiffs,

v.

JOHNSON & WALES UNIVERSITY,

Defendant

**Case No. 1:24-cv-00399-JJM-PAS
Consolidated with Case No. 1:24-cv-00409**

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (the “Agreement” or “Settlement Agreement”) is entered into by and between Johnson & Wales University (“Defendant” or “JWU”) and Daniella A. Springer, William A. Moore, and Ariel A. Volquez (collectively, “Plaintiffs” and, together with JWU, the “Parties”), both individually and on behalf of the Settlement Class (as defined below) in the consolidated action captioned *Springer v. Johnson & Wales University*, Case No. 1:24-cv-399 (D.R.I.).

I. FACTUAL BACKGROUND AND RECITALS

1. Founded in 1914, JWU is a nonprofit private university that provides undergraduate, graduate, and online education to more than 8,000 students.

2. In July 2024, JWU became aware that a third-party criminal actor had gained unauthorized access to its network (the “Security Incident”).

3. Thereafter, three putative class actions were filed in the District of Rhode Island: *Springer v. Johnson & Wales University*, Case No. 1:24-cv-399, which was filed on October 7, 2024; and *Moore v. Johnson & Wales University*, Case No. 1:24-cv-409, which was filed on October 11, 2024, and *Volquez v. Johnson & Wales University*, Case No. 1:24-cv-465, which was filed on November 12, 2024.

4. On October 18, 2024, the United States District Court for the District of Rhode Island consolidated the two cases under the caption of *Springer v. Johnson & Wales University*, Case No. 1:24-cv-399 (the “Litigation”).

5. On November 15, 2024, Plaintiffs filed an Amended Complaint in the consolidated case, adding Plaintiff Ariel A. Volquez, whose separately filed action was voluntarily dismissed the same day. Plaintiffs alleged four causes of action in the Amended Complaint: (a) negligence, (b) breach of implied contract, (c) invasion of privacy – intrusion upon seclusion, and (d) unjust enrichment/quasi contract.

6. On January 14, 2024, JWU moved to dismiss all claims asserted against it in the Litigation.

7. On April 30, 2024, the District of Rhode Island entered an Order granting in part and denying in part JWU’s Motion to Dismiss.

8. On August 7, 2025, after months of arms-length discussions, the parties reached an agreement to resolve the Litigation on the terms further detailed in this Agreement.

9. The Parties have agreed to settle the Litigation on the terms and conditions set forth in this Agreement. Notwithstanding this Agreement, JWU denies all claims of wrongdoing or liability that Plaintiffs have asserted in this Litigation. Despite JWU’s position that it is not liable for, and has meritorious defenses to, the claims alleged in the Litigation, JWU desires to settle the Litigation, and thus avoid the distraction, expense, exposure, inconvenience, risk, and uncertainty of continued litigation of any action relating to the matters being fully settled and finally resolved and released in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed, or document created in relation to the Settlement Agreement or negotiation, or discussion thereof is, may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability of JWU.

10. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be fully and finally settled and compromised, and that the Releasors release the Released Parties of the Released Claims, subject to the approval of the Court, on the following terms and conditions.

II. DEFINITIONS

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

11. **“Agreement”** or **“Settlement Agreement”** or **“Settlement”** shall mean this agreement between Plaintiffs and Defendant, including all exhibits.

12. **“Application for Attorneys’ Fees, Costs and Service Awards”** shall mean the application made with the Motion for Final Approval seeking Settlement Class Counsels’ attorneys’ fees and costs, and Service Awards for the Settlement Class Representatives.

13. **“Approved Claims”** shall mean complete and timely Claim Forms submitted by Settlement Class Members that have been approved by the Settlement Administrator.

14. **“Cash Payment A”** shall mean the Settlement Class Member Benefit consisting of a maximum payment of \$1,000.00 that Settlement Class members who incurred documented losses.

15. **“Cash Payment B”** shall mean a cash payment, mutually exclusive to Documented Loss claim payments, in an amount of \$50.00, that Settlement Class members may elect, which may increase or decrease *pro rata* depending on the number of Approved Claims.

16. **“Claim”** shall mean the submission of a Claim Form by a Claimant for Settlement Class Member Benefits.

17. “**Claim Form**” shall mean the proof of claim, substantially in the form attached hereto as **Exhibit A**, which may be modified, subject to the Parties’ written approval, to meet the requirements of the Settlement Administrator.

18. “**Claims Deadline**” shall mean the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to be considered timely and shall be set as a date ninety (90) days after the Notice Deadline. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice, on the Settlement Website, and on the Claim Form.

19. “**Claimant**” shall mean an individual who submits a Claim Form.

20. “**Claims Process**” shall mean the process by which Claimants may submit Claim Forms online at the Settlement Website or by mail to the Settlement Administration, including the procedure to approve or reject Claims.

21. “**Class List**” shall mean a list of Settlement Class members’ full names, current addresses, email addresses if available, and last known telephone numbers, as reflected in Defendant’s records, that Defendant shall prepare and provide to the Settlement Administrator following Preliminary Approval.

22. “**Counsel**” or “**Parties’ Counsel**” means both Settlement Class Counsel and JWU’s Counsel, collectively.

23. “**Court**” shall mean the United States District Court for the District of Rhode Island.

24. “**Credit Monitoring**” shall mean three years of credit monitoring from CyEx Identity Defense Complete that Settlement Class members may elect to receive.

25. “**Cy Pres**” means, subject to Court approval, the Papitto Opportunity Connection, which shall receive any Remainder Funds.

26. **“Defendant”** or **“JWU”** shall mean Johnson & Wales University.

27. **“Defendant’s Counsel”** or **“JWU’s Counsel”** shall mean Joseph A. Farside, Jr., Noah J. DiPasquale, and Timothy St. George of Troutman Pepper Locke, LLP.

28. **“Documented Losses”** shall mean actual, documented, and unreimbursed monetary loss, up to \$1,000 and mutually exclusive to Cash Payment B claims, supported by third-party documentation and a sworn affidavit attesting to the losses, if: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was incurred after the date of the Security Incident; (iii) the loss was more likely than not caused by the Security Incident; and (iv) the Settlement Class Member made reasonable but unsuccessful efforts to avoid, or seek reimbursement for, the loss.

29. **“Effective Date”** shall mean the date on which all appellate rights with respect to the Final Approval Order have expired or have been exhausted in such a manner as to affirm the Final Approval Order, and when no further appeals are possible, including review by the United States Supreme Court. In no event shall the Effective Date be less than sixty (60) days from the date of the Final Approval Order.

30. **“Escrow Account”** shall mean the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

31. **“Fee and Expense Application”** shall mean the Motion to be filed by Settlement Class Counsel, in which Settlement Class Counsel seek approval of an award of attorneys’ fees and costs.

32. **“Fee Award and Expenses”** means the amount of attorneys’ fees and reimbursement of litigation expenses awarded by the Court to Settlement Class Counsel.

33. **“Final Approval”** shall mean the final approval of the Settlement, which occurs when the Court enters the Final Approval Order.

34. “**Final Approval Hearing**” shall mean the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs and Service Awards.

35. “**Final Approval Order**” shall mean the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. The Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awards to Settlement Class Counsel and Service Awards to the Class Representatives. The parties agree that the proposed Final Approval Order shall be an order entered by the Court that:

- i. Certifies the Settlement Class for settlement purposes only;
- ii. Finds that the Settlement Agreement is adequate, fair, and reasonable and was entered into in good faith and without collusion and approves and directs consummation of this Settlement Agreement;
- iii. Dismisses Plaintiffs’ claims pending before it with prejudice and without costs, except as explicitly provided for in this Settlement Agreement;
- iv. Approves the Releases provided for below and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties;
- v. Reserves jurisdiction over the settlement and this Settlement Agreement;
- vi. Finds that there is no just reason for delay of entry of Final Approval Order with respect to the foregoing; and
- vii. Does not become final until:
 1. the time to appeal from the Final Approval Order has expired and no appeal has been timely filed; or

2. if such an appeal has been filed, all potential appeals have been finally resolved and have resulted in an affirmation of the Final Approval Order; or
3. the Court following the resolution of all potential appeals enters a further order or orders approving the Settlement Agreement on the terms set forth herein, and either no further appeal is taken from such order(s) or any such appeal results in affirmation of such order(s).

36. “**Frequently Asked Questions**” or “**FAQs**” are questions and answers to those questions that are frequently posed by Settlement Class Members about class action settlements and specifically about this Settlement Agreement that will be posted on the Settlement Website.

37. “**Litigation**” shall mean the consolidated action captioned *Springer v. Johnson & Wales University*, Case No. 1:24-cv-399, in the United States District Court for the District of Rhode Island and all consolidated member cases.

38. “**Long Form Notice**” shall mean the long form notice of the Settlement, substantially in the form attached hereto as **Exhibit C**, that shall be posted on the Settlement Website and shall be available to Settlement Class members by mail on request made to the Settlement Administrator.

39. “**Motion for Final Approval**” shall mean the motion that Plaintiffs and Settlement Class Counsel shall file with the Court (but only after obtaining review and written approval from JWU’s Counsel) seeking Final Approval of the Settlement, including Settlement Class Counsel’s Application for Attorneys’ Fees, Costs, and Service Awards.

40. “**Motion for Preliminary Approval**” shall mean the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

41. “**Notice**” means the Postcard Notice and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval, which shall be in substantially similar to those attached as **Exhibits B and C**.

42. “**Notice Deadline**” means the last day by which Notice must be issued to the Settlement Class Members.

43. “**Notice and Administrative Expenses**” means all of the costs, expenses, and fees incurred in the administration of this Settlement Agreement, including, without limitation, all costs, expenses, and fees associated with providing Notice to the Settlement Class, hosting and maintaining the Settlement Website, locating Settlement Class Members, processing Claim Forms, determining the eligibility of any person to be a Settlement Class Member, administering and resolving deficiencies in submitted Claim Forms, and calculating and distributing the Settlement Fund to Settlement Class Members. Notice and Administrative Expenses also include all reasonable third-party costs, expenses, and fees incurred by the Settlement Administrator in administering this Settlement Agreement. Notice and Administrative Expenses shall be paid by the Settlement Fund.

44. “**Notice Program**” shall mean the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Postcard Notice and Long Form Notice.

45. “**Notice of Deficiency**” shall mean the Notice sent by the Settlement Administrator to a Settlement Class member who has submitted an invalid Claim.

46. “**Objection Deadline**” means the date by which a written objection to this Settlement Agreement must be postmarked and/or filed with the Court, which shall be designated as a date sixty (60) days after Notice Deadline, or such other date as ordered by the Court.

47. “**Opt-Out Deadline**” means the last day by which a Settlement Class Member may file a request to be excluded from the Settlement Class, which will be sixty (60) days after the

Notice Deadline, or such other date as ordered by the Court. This deadline will also be known as the “Exclusion Deadline.” Settlement Class Members’ opt-out requests may also be referred to herein as a “Request for Exclusion.”

48. **“Party”** shall mean each of the three Plaintiffs and Defendant, and **“Parties”** shall mean Plaintiffs and Defendant, collectively.

49. **“Plaintiffs,” “Settlement Class Plaintiffs,”** or **“Settlement Class Representatives”** means Daniella A. Springer, William A. Moore, and Ariel A. Volquez.

50. **“Postcard Notice”** shall mean the postcard notice of the Settlement, substantially in the form attached hereto as **Exhibit B** that the Settlement Administrator shall disseminate to Settlement Class members by mail.

51. **“Preliminary Approval”** shall mean the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form attached to the Motion for Preliminary Approval.

52. **“Preliminary Approval Order”** shall mean the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as Exhibit D.

53. **“Releases”** means the releases and waiver set forth in this Agreement.

54. **“Preliminary Approval Order”** means the Court’s Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement Agreement to the Settlement Class.

55. **“Releases”** means the releases and waiver set forth in this Agreement.

56. **“Released Claims”** shall mean any and all claims for relief that have been asserted, or could have been asserted, by any Settlement Class Member based on, relating to, concerning, or arising out of the Security Incident and the allegations, circumstances, or facts described in the operative Amended Complaint and the Litigation including, but not limited to breach of implied

contract; failure to provide adequate notice pursuant to any breach notification statute or common law duty; invasion of privacy; negligence; negligence *per se*; unjust enrichment; and including any claims for relief including, but not limited to, any and all claims for attorneys' fees and costs, damages, declaratory relief, disgorgement, equitable relief, exemplary damages, expenses, fines, injunctive relief, penalties, punitive damages, restitution, special damages, specific performance, statutory damages, and any other form of relief..

57. **“Released Parties”** means JWU and any of its past, present, and future affiliates, assigns, predecessors, subsidiaries, and successors, and its past, present, and future advisors, agents, attorneys, Board of Trustees, consultants, directors, employees, independent contractors, insurers, joint venturers, officers, owners, partners, representatives, shareholders, and trustees, and the assigns, predecessors, subsidiaries, and successors of each of them.

58. **“Releasing Parties”** shall mean, jointly and severally, and individually and collectively, Plaintiffs and Settlement Class Members and their respective past, present, and future accountants, agents, administrators, assigns, attorneys, beneficiaries, conservators, devisees, executors, estates, financial and other advisors, heirs, receivers, trustees, and any other representatives of any of these persons and entities and anyone claiming by, through, or on behalf of them.

59. **“Remainder Funds”** means any funds that remain in the Settlement Fund after all deductions any payments from the Settlement Fund provided for in this Settlement Agreement have been made. The Remainder Funds will be sent to the Court-approved *Cy Pres* recipient.

60. **“Security Incident”** shall mean the unauthorized access by a third-party criminal actor of JWU's network discovered in July 2024.

61. **“Service Awards”** shall mean the awards that Settlement Class Counsel will request the Court approve for the Plaintiffs for serving as Settlement Class Representatives.

62. “**Settlement Administrator**” shall mean, subject to Court approval, Epiq Class Action and Claims Solutions, Inc (“Epiq”).

63. “**Settlement Class**” shall mean “All persons on the list of persons to whom Johnson & Wales University arranged to have sent a notice of the ‘Security Incident,’ [*i.e.*, the security incident identified in the letter dated September 19, 2024, sent to Plaintiffs and the subject of the Amended Complaint], excluding those persons identified as being excluded in the Amended Complaint” (i.e., “Defendant and Defendant’s parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendant has a controlling interest; all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; and all judges assigned to hear any aspect of this litigation, as well as their immediate family members.”).

64. “**Settlement Class Counsel**” shall mean Grayson Wells of Stranch, Jennings & Garvey, PLLC; Leanna Alexis Loginov of Shamis & Gentile, P.A.; and Leigh S. Montgomery of EKSM, LLP.

65. “**Settlement Class List**” means a list of each Settlement Class Member’s full names, last known emails and/or last known mailing address, as reasonably available to JWU, except for any senior level executives of the university’s “cabinet,” as determined in the sole discretion of JWU; and any in-house attorneys of JWU (collectively, “Excluded JWU Attorneys and Leadership”). JWU’s Counsel shall ensure appropriate Notice is provided to all such Excluded JWU Attorneys and Leadership. JWU shall provide the Settlement Class List to the Settlement Administrator within fifteen (15) days of the Preliminary Approval Order.

66. “**Settlement Class Member**” shall mean any member of the Settlement Class who has not opted-out of the Settlement.

67. “**Settlement Class Member Benefit**” shall mean the Cash Payment A or B and/or Credit Monitoring that Settlement Class members may elect to Claim.

68. “**Settlement Fund**” means the amount to be paid by, or on behalf of, JWU, totaling four hundred fifty-four thousand two hundred dollars and no cents (\$454,200.00), and which constitutes the full and complete limit and extent of JWU’s obligations with respect to the Settlement Agreement.

69. “**Settlement Payment**” means the payment to be made via mailed check and/or electronic payment from the Settlement Administrator from the Settlement Fund to Settlement Class Members who submitted valid Claim Forms. Payments for valid claims shall be sent or postmarked within thirty (30) days after entry of the Effective Date. All checks shall be void ninety (90) days after issuance. Settlement Class Members who do not timely cash their Settlement Payment checks and/or fail to request a reissuance will be considered as having waived any right to a cash payment under the Settlement Agreement.

70. “**Settlement Website**” means a website established and administered by the Settlement Administrator, which shall contain information about the Settlement, including electronic copies of **Exhibits A and C** (or any forms of these documents that are approved by the Court), this Settlement Agreement, and all Court documents related to the Settlement. The Settlement Website will be publicly viewable and contain information about the Settlement Agreement, including, but not limited to, copies of the Amended Compliant, the Long Form Notice, FAQs, a Claim Form that may be submitted online through the Settlement Website or mailed to the Settlement Administrator, and the deadlines for filing a Claim Form, objection to the Settlement Agreement, Request for Exclusion, Fee and Expense Application, and date of the Final Approval Hearing. The Settlement Website will remain active until ninety (90) days after the Effective Date. Moreover, the Settlement Website will list a toll-free help line staffed by the

Settlement Administrator in order to assist Settlement Class Members with filing claims, answering additional questions, and determining whether they are Settlement Class Members.

71. **“Taxes and Tax-Related Expenses”** means any applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund.

72. **“Valid Claim”** shall mean a Claim Form submitted by a Settlement Class member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator’s Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. SETTLEMENT FUND

73. **Establishment of Settlement Fund.** Within fifteen (15) business days after the entry of the Preliminary Approval Order and JWU’s receipt of an executed Internal Revenue Service (“IRS”) Form W-9 for the Settlement Fund, JWU shall deposit with the Escrow Agent the estimated Notice and Administrative Expenses through the date of final approval, as estimated by the Settlement Administrator. JWU, or someone on behalf of JWU, shall deposit the balance of

the Settlement Fund into the same account within five (5) business days of the Effective Date and a written communication from the Settlement Administrator outlining the balance due.

74. Qualified Settlement Fund. The funds in the Escrow Account shall be deemed a “qualified settlement fund” within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. The funds shall earn interest for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed Defendant, Defendant’s Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a “qualified settlement fund” for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant’s Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant, Defendant’s Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

75. Oversight of Settlement Fund. The Settlement Fund shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with this Agreement.

76. Use of the Settlement Fund. The Settlement Fund shall be used by the Settlement Administrator to pay for the following: (a) Notice and Administrative Expenses and costs; (b) Fee Award and Expenses, as approved and awarded by the Court; (c) Service Awards, as approved and awarded by the Court; (d) Cash Payments to Settlement Class Members; (e) Credit Monitoring services to Settlement Class Members; and (f) transfer of the Remainder Funds to Cy Pres

following the preceding payments. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by the Settlement Agreement or approved by the Court. Responsibility for effectuating payments described in this Paragraph shall rest solely with the Settlement Administrator and neither JWU nor JWU's agents shall have any responsibility whatsoever with respect to effectuating such payments.

77. **Taxes and Representations.** Taxes and Tax-Related Expenses relating to the Settlement Fund, if any, shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Administrator shall indemnify and hold harmless the Parties and their counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty, and have no responsibility, with respect to the tax treatment by any Settlement Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Settlement Agreement or derived from or made pursuant to the Settlement Fund. Each Settlement Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to such Settlement Class Member of the receipt of funds from the Settlement Fund pursuant to this Settlement Agreement. For tax purposes, payments made pursuant to this Settlement Agreement to Settlement Class Members who are current or former employees of the JWU shall be allocated as non-wage compensation.

IV. SETTLEMENT BENEFITS AND ADMINISTRATION

78. **Certification for Settlement.** In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided

however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

79. **Payment Categories.** The Settlement Administrator will agree to make the following compensation available to Settlement Class Members who submit a valid and timely Claim Form. Claims will be subject to review for completeness and validity by the Settlement Administrator, which shall have final authority over all such determinations. The Settlement Administrator must distribute the funds available in the Settlement Fund (after payment of any costs of notice and administration, service awards, and attorneys' fees) to make payments for Approved Claims in this order: (a) credit monitoring; and (b) Cash Payment A Cash Payment B, as set forth below. In the event that there are insufficient funds in the Settlement Fund to pay a specific category of Approved Claims in full based on the order of payment set forth above, then the recovery shall be reduced within that category on a *pro rata* basis, and no further payments made for the subsequent categories of Approved Claims. Any remaining funds or uncashed checks will be thereafter designated for the *Cy Pres* recipient. To receive any relief, Settlement Class Members must submit a valid and timely claim to the Settlement Administrator. All payments may be prorated based on the number of claims made:

- i. Cash Payment A – Compensation for Documented Losses: The Settlement Administrator, from the Settlement Fund, will provide compensation, up to a total of \$1,000.00 per person who is a member of the Settlement Class, with third-party documentation and a sworn affidavit attesting to the losses. Such reasonable documentation includes, without limitation and by way of example, unreimbursed losses relating to fraud or identity theft; costs

associated with freezing or unfreezing credit with any credit reporting agency; and miscellaneous expenses such as notary, fax, postage, copying, and mileage, if: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was incurred after the date of the Security Incident; (iii) the loss was more likely than not caused by the Security Incident; and (iv) the Settlement Class Member made reasonable but unsuccessful efforts to avoid, or seek reimbursement for, the loss. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected.

- ii. Cash Payment B – Alternate Cash Payment: As a mutually-exclusive alternative to Cash Payment A, a Settlement Class Member may make a claim to receive a cash payment in an amount of \$50.00, which is subject to a *pro rata* adjustment (*i.e.*, increase or decrease) based on the number of valid Cash Payment B claims submitted. The *pro rata* cash fund payments will evenly distribute the net amount of the Settlement Fund to each Settlement Class Member who submits a timely and valid claim. The net amount of the Settlement Fund shall be the amount remaining after payment of all Approved Claims for Documented Losses, Credit Monitoring, Notice and Administration Expenses, any Fee Award and Expenses, and Service Awards.
- iii. Credit Monitoring: All Settlement Class Members are eligible to make a claim for three years of CyEx Identity Defense Complete, which shall be

available to Settlement Class Members upon election of credit monitoring by the Settlement Class Member on the claim form. Settlement Class Members are eligible for credit monitoring regardless of whether the Settlement Class Member submits a claim for a Cash Payment A or Cash Payment B.

- iv. All claims must be submitted and/or postmarked by the Claims Deadline. The Settlement Administrator must distribute the funds in the Settlement Fund first for payment of Credit Monitoring, then for Cash Payment A, and then for Cash Payment B. In the event the amount of Approved Claims within a category exceeds the available Settlement Fund, then the amount of the Cash Payment A or Cash Payment B will be reduced *pro rata* for each valid claimant. Any Remainder Funds will be thereafter designated for the *Cy Pres* recipient.

80. **Settlement Fund Disbursement.** Provided that Final Approval of this Settlement Agreement is granted by the Court without material change, the Settlement Fund will be used to satisfy Approved Claims for Settlement Class Members in exchange for a full and complete release of all Released Parties from Released Claims, and dismissal of the Litigation with prejudice. After the Court enters the Final Approval Order, the Settlement Administrator shall provide the payments described in this Settlement Agreement to all Settlement Class Members that made an Approved Claim, subject to the procedure set forth herein.

81. **No Party Liability for Administration.** The Parties, Settlement Class Counsel, and JWU's Counsel shall not have any liability whatsoever with respect to: (a) any act, omission, or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (b) the management,

investment, or distribution of the Settlement Fund; (c) the terms, formulation, or design of the disbursement of the Settlement Fund; (d) the administration, calculation, determination, or payment of any claims asserted against the Settlement Fund; (e) any losses suffered by or fluctuations in the value of the Settlement Fund; or (f) the payment or withholding of any Taxes and Tax-Related Expenses.

82. **Administration Indemnification.** In addition to any other indemnification obligations set forth in this Settlement Agreement, the Settlement Administrator shall indemnify and hold harmless the Parties, Settlement Class Counsel, and JWU's Counsel for: (a) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice and the administration of the Settlement; (b) the management, investment, or distribution of the Settlement Fund; (c) the terms, formulation, or design of the disbursement of the Settlement Fund; (d) the administration, calculation, determination, or payment of any claims asserted against the Settlement Fund; or (e) any losses suffered by, or fluctuations in the value of the Settlement Fund.

83. **Capped Settlement Fund.** The Settlement Fund represents the total extent of JWU's monetary obligations under the Settlement Agreement. JWU's contribution to the Settlement Fund shall be fixed under this Settlement Agreement and shall be final. JWU shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement Agreement beyond the Settlement Fund, except insofar as such obligations are explicitly provided for in this Settlement Agreement.

V. SETTLEMENT APPROVAL

84. **Motion for Preliminary Approval.** Within 30 days following execution of this Agreement, Plaintiffs shall file the Motion for Preliminary Approval. No fewer than 10 days before the Motion for Preliminary Approval is to be filed, Plaintiffs shall provide their draft filing

to Defendant for review and potential revision, and the parties shall work in good faith to discuss any revisions requested by Defendant. The proposed Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and Defendant. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of adequate, fair, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Process set forth herein and approve the Claim Form; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Plaintiffs as Settlement Class Representatives and Leanna A. Loginov, Grayson Wells, and Leigh S. Montgomery as Settlement Class Counsel; (7) stay the Action pending Final Approval of the Settlement; and (8) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VI. SETTLEMENT ADMINISTRATOR

85. **Settlement Administrator.** The Parties agree that, subject to Court approval, Epiq, shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

86. **Settlement Administrator Responsibilities.** The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process,

administering the Settlement Fund, and distributing the Cash Payments to Settlement Class Members who submit Valid Claims. The Settlement Administrator's duties include:

- a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, sending out Long Form Notices and paper Claim Forms on request from Settlement Class members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;
- b. Establishing and maintaining the Settlement Fund the Escrow Account approved by the Parties;
- c. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class members, and Claim Forms;
- d. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;
- e. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries, and provide the option for Settlement Class Members to speak with a live agent;
- f. Responding to any mailed Settlement Class Member inquiries;
- g. Processing all opt-out requests from the Settlement Class;
- h. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

i. In advance of the Final Approval Hearing, preparing a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received and the amount of each benefit claimed, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

j. Distributing, out of the Settlement Fund, Cash Payments by electronic means or by paper check;

k. Sending Settlement Class Members who elect Credit Monitoring emails instructing how to activate their Credit Monitoring service.

l. Paying Court-approved attorneys' fees, costs, and Service Awards out of the Settlement Fund;

m. Paying Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel; and

n. Any other Settlement administration function at the instruction of Class Counsel and Defendant, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments and Credit Monitoring access information have been properly distributed.

VII. CLASS NOTICE

87. **Notice Dissemination.** Within fifteen (15) days of entry of the Preliminary Approval Order, JWU shall provide the Settlement Class List to the Settlement Administrator. The Settlement Administrator shall internally maintain the Settlement Class List as confidential and in a secure environment and not disseminate the Settlement Class List or any of its contents to

any other entity or individual. The Settlement Administrator shall use the Settlement Class List solely for the purpose of effectuating the notice and administration process set forth in this Agreement and for no other purpose. The Postcard Notice shall be thereafter be disseminated via U.S. mail to all Settlement Class Members, and such Notice shall occur no later than forty-five (45) days after the Court's entry of the Preliminary Approval Order (the "Notice Deadline").

88. **Postcard Notice.** The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline for Settlement Class members to opt-out of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes. The Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the opt-out and objection instructions.

89. **Settlement Website.** The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator. If the Court changes the date or time of the Final Approval Hearing, the Settlement Administrator shall update the Settlement Website to reflect the new date

or time. No additional notice to the Settlement Class is required if the Court changes the date or time of the Final Approval Hearing after the Preliminary Approval Order.

90. **Address Trace.** The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 60 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class members whose new addresses were identified as of that time through address traces.

91. **Notice Completion.** The Notice Program shall be completed no later than 45 days before the initial scheduled Final Approval Hearing.

VIII. OPT OUTS AND OBJECTIONS

92. **Opt Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt out” of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The Request for Exclusion must include the following, or substantially the same as the following, information: (a) the name of the proceeding; (b) the Settlement Class Member’s full name, current mailing address, email address, telephone number, and personal signature; and (c) the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement Agreement. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement. No later than ten (10) days after the Opt-Out Deadline, the Settlement Administrator shall provide a declaration stating the number of Settlement Class Members who have timely and validly excluded themselves

from the Settlement (the “Opt-Out Report”). “Mass” or “class” requests for opt-outs filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple Settlement Class Members will not be allowed.

93. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement Agreement or Fee and Expense Application by submitting written objections to the Court no later than the Objection Deadline. For an objection to be a valid objection under the Settlement, it must be in writing, submitted to the Court either by filing electronically or in person at any location of the United States District Court for the District of Rhode Island or by mailing to the Clerk, filed or postmarked by the Objection Deadline, and must include or substantially comply with the following: (a) the name of the proceeding; (b) the Settlement Class Member’s full name, current mailing address, email address, telephone number, and personal signature; (c) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (d) the identity of any attorneys representing the objector; (e) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (f) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (g) a statement identifying all class action settlements objected to by the Settlement Class Member in the previous five (5) years; and (h) the signature of the Settlement Class Member or the Settlement Class Member’s attorney. The Court, in its discretion, may authorize additional discovery of objectors.

IX. CLAIMS PROCESS AND ADMINISTRATION

94. **Claims Notice.** The Postcard Notice, Long Form Notice, and the Settlement Website will explain to Settlement Class members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form. Claim Forms may be submitted online through

the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

95. **Claims Determination.** The Settlement Administrator shall collect, promptly review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

96. **Duplicate Claims.** The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class member in an effort to determine which Claim Form is the appropriate one for consideration.

97. **Claims Denial.** The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement

Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

98. **Claims Rejection.** Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;

- e. The Claimant is not a Settlement Class member;
- f. The Claimant submitted a timely and valid request to opt out of the Settlement Class.
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

99. **Claims Dispute Resolution.** The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this Paragraph.
- c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.
- d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

100. **Claims Recordkeeping.** The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim

Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

101. **No Liability.** No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

102. **Distribution of Settlement Class Member Benefits.** The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than 30 days after the Effective Date. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and the Settlement Class Member shall forfeit their entitlement right to the funds. The Settlement Administrator will send an email to Settlement Class Members with Valid Claims that elected Credit Monitoring with information on how to enroll in the Credit Monitoring, including the activation code.

103. **Claims Notice.** The Postcard Notice, Long Form Notice, and the Settlement Website will explain to Settlement Class members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

104. **Claims Determination.** The Settlement Administrator shall collect, promptly review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator

shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

105. **Duplicate Claims.** The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class member in an effort to determine which Claim Form is the appropriate one for consideration.

106. **Claims Denial.** The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

107. **Claims Rejection.** Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or

inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class member;
- f. The Claimant submitted a timely and valid request to opt out of the Settlement Class.
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or

i. The Claim Form otherwise does not comply with the requirements of this Settlement.

108. **Claims Dispute Resolution.** The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims.

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this Paragraph.

c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

109. **Claims Recordkeeping.** The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

110. **No Liability.** No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

111. **Distribution of Settlement Class Member Benefits.** The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than 30 days after the Effective Date. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and the Settlement Class Member shall forfeit their entitlement right to the funds. The Settlement Administrator will send an email to Settlement Class Members with Valid Claims that elected Credit Monitoring with information on how to enroll in the Credit Monitoring, including the activation code.

X. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

112. **Certification of the Settlement Class.** For purposes of this Settlement Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon both the Court entering the Final Approval Order of this Settlement Agreement and the occurrence of the Effective Date. This stipulation is strictly for the purposes of this Settlement Agreement as provided herein and shall not and may not be used in any other proceeding as any authority for or against certification of any other 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 either Parties' position on the issue of class certification or any other issue.

113. **Preliminary Approval.** On or before 30 days after the full execution of this Agreement, Settlement Class Counsel shall file a Motion for Preliminary Approval of the Settlement, in a form of a pleading that is mutually agreeable to the Parties.

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

115. **Motion for Final Approval.** Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs and Service Awards, no later than 45 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs and Service Awards provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

116. **Final Approval Hearing.** At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether

to grant the Application for Attorneys' Fees, Costs and Service Awards. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate, and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendant and the other Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

XI. MODIFICATION AND TERMINATION

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

118. **Settlement Not Approved.** If: (a) the Court does not issue the Preliminary Approval Order or Final Approval Order; (b) the Effective Date does not occur; or (c) any court alters or modifies the Final Approval Order in any material respect that differs from the terms of this Agreement, then the Parties shall have sixty (60) days from the date of such event to work together in good faith in considering, drafting, and submitting reasonable modifications to this Settlement Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, then either Party may at such Party's sole discretion terminate this Settlement Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, except as set forth in this Agreement, in the "Termination" paragraph or elsewhere, neither Party may terminate the Settlement Agreement while an appeal from an order granting approval of the Settlement is pending.

119. **Termination.** JWU's willingness to settle this Litigation on a class-action basis and to agree to the accompanying certification of Settlement Class is dependent upon achieving finality in this Litigation and the desire to avoid the expense of this and other litigations. Consequently, JWU has the right to terminate this Settlement Agreement, declare it null and void, and have no further obligations under this Settlement Agreement if any of the following conditions subsequently occur:

- i. the Parties fail to obtain and maintain preliminary approval of the proposed Settlement of the claims of the Settlement Class;
- ii. any court requires JWU to comply with obligations or requirements that are greater than or materially different from the requirements set forth in this Settlement Agreement;

- iii. the Court fails to enter a Final Approval Order consistent with the terms of this Agreement;
- iv. the settlement is not upheld on appeal, including review by the United States Supreme Court;
- v. the Effective Date does not occur for any reason, including but not limited to the entry of an order by any court that would require either material modification or termination of the Settlement Agreement; or
- vi. more than 5 percent of total Settlement Class Members submit valid Requests for Exclusion.

120. **Effect of Termination.** In the event of a termination, as provided in the paragraphs entitled “Settlement Not Approved” or “Termination,” this Settlement Agreement shall be considered null and void; all of the Parties’ obligations under the Settlement Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Litigation as if the Parties had not entered into this Settlement Agreement. Further, in the event of such a termination, any certification of the Settlement Class for settlement purposes shall be void. In the event of such a termination, all of the Parties’ respective pre-Settlement Agreement claims and defenses will be preserved.

121. **Termination Not Available Based on Awarded Fees or Service Awards.** The failure of the Court or any appellate court to approve in full the request by Class Counsel for attorneys’ fees, costs, and other expenses shall not be grounds for the Plaintiffs, Settlement Class, or Settlement Class Counsel to cancel or terminate this Settlement Agreement. Additionally, the failure of the Court or any appellate court to approve in full the request of any Plaintiff for any Plaintiff’s Service Award shall not be grounds for the Plaintiffs, the Settlement Class, or Settlement Class Counsel to cancel or terminate this Settlement Agreement.

122. **No Admission of Future Use.** If the Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason before the Effective Date, then the Settlement Class shall be decertified; the Settlement Agreement and all documents, negotiations, and proceedings prepared and statements made in connection therewith, shall be without prejudice to any Party and shall not be deemed or construed to be an admission or confession by any Party of any fact, matter, or proposition of law; and all Parties shall stand in the same procedural position as if the Settlement Agreement had not been negotiated or filed.

XII. DISPOSITION OF RESIDUAL FUNDS

123. In the event there are funds remaining in the Settlement Fund 20 days following the 180-day period to cash checks or for Settlement Class Members to select the form of electronic payment, following payment of Settlement Class Member Payments, any residual shall be distributed to an appropriate mutually agreeable *Cy Pres* recipient approved by the Court. The Parties agree to propose the Papitto Opportunity Connection as the *Cy Pres* recipient.

XIII. RELEASES

124. **General Release.** Upon the Effective Date of the settlement, the Settlement Class Members who do not validly opt out of the Settlement will be deemed to have forever fully, finally, completely, and unconditionally released, discharged, and acquitted JWU and any of its past, present, and future affiliates, assigns, predecessors, subsidiaries, and successors, and its past, present, and future advisors, agents, attorneys, Board of Trustees, consultants, directors, employees, independent contractors, insurers, joint venturers, officers, owners, partners, representatives, shareholders, and trustees, and the assigns, predecessors, subsidiaries, and successors of each of them (the “Released Parties”) from any and all claims for relief that have been asserted, or could have been asserted, by any Settlement Class Member based on, relating to, concerning, or arising out of the Security Incident and the allegations, circumstances, or facts

described in the operative Amended Complaint and the Litigation including, but not limited to breach of contract or breach of implied contract; failure to provide adequate notice pursuant to any breach notification statute, regulation, or common law duty; invasion of privacy; negligence or negligence per se; unjust enrichment; or any other statutory, regulatory, or common law claim, and including any claims for relief including, but not limited to, any and all claims for attorneys' fees and costs, damages, declaratory relief, disgorgement, equitable relief, exemplary damages, expenses, fines, injunctive relief, penalties, punitive damages, restitution, special damages, specific performance, statutory damages, and any other form of pecuniary or non-pecuniary relief (the "Released Claims").

125. **Bar to Future Suits.** Upon entry of the Final Approval Order, the Settlement Class Representatives and other Settlement Class Members shall be enjoined from prosecuting or aiding in any Released Claim. It is further agreed that the Settlement Agreement may be pleaded as a complete defense to any proceeding subject to this paragraph.

126. **Waiver of California Civil Code § 1542 and South Dakota Code § 20-7-11.** Plaintiffs and, by operation of law, Settlement Class Members, hereby acknowledge that they may hereafter discover facts different from, or in addition to, those which they now claim or believe to be true with respect to the claims released herein and agree that this Agreement shall be and remain effective in all respects notwithstanding the discovery of such different or additional facts with respect to the claims released herein. In furtherance of the releases given above, the Plaintiffs and the Settlement Class Members hereby acknowledge that they are knowingly and voluntarily waiving their rights under Section 1542 of the California Civil Code and any equivalent or similar state law to the full extent that they may lawfully waive all such rights and benefits pertaining to the subject matter hereof, and that the consequences of such waiver have been explained to them

by legal counsel, the Parties acknowledge that they are familiar with the provisions of Cal. Civ. Code Section 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.

The Plaintiffs and Settlement Class Members further waive any and all rights and benefits afforded by South Dakota Code § 20-7-11, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Furthermore, Plaintiffs and the Settlement Class Members herein acknowledge that the effect and import of the provisions of Section 1542 of the California Civil Code, South Dakota Code Section 20-7-11, and/or any other equivalent or similar federal or state law or regulation, have been explained to them by their own counsel. Plaintiffs and the Settlement Class Members further acknowledge and agree that their waiver of rights under Section 1542 of the California Civil Code, South Dakota Code Section 20-7-11, and/or any other equivalent or similar federal or state law or regulation, has been separately bargained for and are essential and material terms of this Settlement Agreement and, without such waiver, the Parties would not have entered into this Settlement Agreement.

XIV. ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS

127. **Attorneys' Fees and Expenses.** Within twenty-five (25) days after the Notice Deadline, Settlement Class Counsel will file a Fee and Expense Application for an award of attorneys' fees to be paid from the Settlement Fund of up to \$151,400.00. JWU agrees not to oppose Plaintiffs' motion for attorneys' fees and costs to the extent such fees and costs do not exceed that amount. Upon filing the Fee and Expense Application, the Fee and Expense Application shall be posted on the Settlement Website. Any fee or expense award by the Court shall be disbursed to the Settlement Administrator. Before the disbursement or payment of the Fee Award and Expenses under this Settlement Agreement, Class Counsel shall provide to the Settlement Administrator a properly completed and duly executed IRS Form W-9. The Fee Award and Expenses shall be paid by the Settlement Administrator from the Settlement Fund, in the amount approved by the Court, no later than seven (7) days after the Effective Date.

128. **Service Awards.** Within twenty-five (25) days after the Notice Deadline, Settlement Class Counsel will file a Fee and Expense Application that will include a request for Service Awards for each of the Settlement Class Representatives not to exceed \$2,500 in recognition of their contributions to this Litigation. The Settlement Administrator shall make the Service Award payments to the Settlement Class Representatives from the Settlement Fund. Such Service Award payments shall be paid by the Settlement Administrator in the amount approved by the Court no later than seven (7) days after the Effective Date.

129. **Effect of Court Order on Service Fees and Attorneys' Fees and Costs.** No order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of the service award payments or attorneys' fees and costs shall constitute grounds for cancellation or termination of the settlement. This term was negotiated after the Parties reached an agreement on the provisions herein.

XV. NO ADMISSION OF LIABILITY

130. Compromise. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

131. Class Counsel Approval. Settlement Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Settlement Class Counsel have investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted independent investigation of the alleged claims. Settlement Class Counsel concluded that the proposed Settlement set forth in this Agreement is adequate, fair, and reasonable, and in the best interests of the Settlement Class members.

132. Disputed Liability. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

133. **Settlement Terms Not Admissible.** Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) 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 Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XVI. ADDITIONAL PROVISIONS

134. **Agreement Mutually Prepared.** Neither Plaintiffs nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

135. **Authority.** Class Counsel (for the Plaintiffs and the Settlement Class Members), and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

136. **Bar to Future Suits.** Upon entry of the Final Approval Order, the Settlement Class Representatives and other Settlement Class Members shall be enjoined from prosecuting or aiding in any Released Claim. It is further agreed that the Settlement Agreement may be pleaded as a complete defense to any proceeding subject to this paragraph.

137. **Binding Effect.** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

138. **Class Action Fairness Act Notice.** The Parties agree that JWU shall serve notice of the Settlement that meets the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715, on the appropriate federal and state officials not later than ten (10) days after the filing of Plaintiffs' Motion for Preliminary Approval with the Court. Epiq shall prepare and mail the applicable notices, and the costs for preparing and mailing the notices shall be paid out of the Settlement Fund.

139. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

140. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted through email of a PDF shall be deemed an original.

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

142. Gender and Plurals. As used in this Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

143. Governing Law. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the State of Rhode Island, without regard to the principles thereof regarding choice of law.

144. Independent Investigation and Decision to Settle. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is adequate, fair, and reasonable and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

145. Integration and No Reliance. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any agreement, covenant, representation, or

warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No agreements, covenants, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

146. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

147. Modification and Amendment. This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

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

149. Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

150. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein,

received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

151. **Severability.** Should any part, term or provision of this Settlement Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder.

152. **Waiver.** The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any provision or breach of this Settlement Agreement by any other Party shall not be deemed a waiver of any other provision or any other prior or subsequent breach of this Settlement Agreement.

153. **Notices.** All notices provided for herein, shall be sent by email to:

If to Plaintiffs or Class Counsel:

Leanna A. Loginov
SHAMIS & GENTILE, P.A.
14 NE 1st Ave, Suite 705
Miami, FL 33132
lloginov@shamisgentile.com

Grayson Wells
STRANCH, JENNINGS & GARVEY, PLLC
223 Rosa L. Parks Avenue, Suite 200
Nashville, TN 37203
gwells@stranchlaw.com

Leigh Montgomery
EKSM, LLP
4200 Montrose Street, Suite 200
Houston, TX 77006

lmontgomery@eksm.com

If to Defendant or Defendant's Counsel:

Joseph A. Farside, Jr.
TROUTMAN PEPPER LOCKE, LLP
2800 Financial Plaza
Providence, R.I. 02903
401-455-7648
Joseph.Farside@troutman.com

-and-

Timothy St. George
TROUTMAN PEPPER LOCKE, LLP
1001 Haxall Point, 15th Floor
Richmond, VA 23219
804-697-1254
Timothy.St.George@troutman.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

AGREED TO AND ACCEPTED:

FOR JOHNSON & WALES UNIVERSITY:


JOHNSON & WALES UNIVERSITY (signature):
Name:
Title:
Date:

TROUTMAN PEPPER LOCKE LLP (signature):
Name:
Title:
Date:

FOR PLAINTIFFS AND THE PUTATIVE CLASS:

PLAINTIFF DANIELLA SPRINGER (signature): 
Date: 11 / 07 / 2025

PLAINTIFF WILLIAM A. MOORE (signature):
Date

PLAINTIFF ARIEL A. VOLQUEZ (signature): 

lmontgomery@eksm.com

If to Defendant or Defendant's Counsel:

Joseph A. Farside, Jr.
TROUTMAN PEPPER LOCKE, LLP
2800 Financial Plaza
Providence, R.I. 02903
401-455-7648
Joseph.Farside@troutman.com


-and-


Timothy St. George
TROUTMAN PEPPER LOCKE, LLP
1001 Haxall Point, 15th Floor
Richmond, VA 23219
804-697-1254
Timothy.St.George@troutman.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

AGREED TO AND ACCEPTED:


FOR JOHNSON & WALES UNIVERSITY:

JOHNSON & WALES UNIVERSITY (signature):	
Name: Timothy J. St. George	
Title: Outside Counsel	
Date: 12/11/2025	

TROUTMAN PEPPER LOCKE LLP (signature):	
Name: Timothy J. St. George	
Title: Partner	
Date: 12/11/2025	

FOR PLAINTIFFS AND THE PUTATIVE CLASS:

PLAINTIFF DANIELLA SPRINGER (signature):	
Date:	

PLAINTIFF WILLIAM A. MOORE (signature): 	
Date 11/10/2025	

PLAINTIFF ARIEL A. VOLQUEZ (signature):	
--	--

Date:

SHAMIS & GENTILE P.A. (signature): *Leanna Loginov*

Name: Leanna A. Loginov, Esq.

Title: Partner

Date: 11 / 07 / 2025

EKSM, LLP (signature):

Name:

Title: Partner

Date:

STRANCH, JENNINGS & GARVEY, PLLC (signature): *J. Gerard Stranch, IV*


Name: J. Gerard Stranch, IV

Title: Managing Partner

Date: 11/12/2025

Date:

SHAMIS & GENTILE P.A. (signature):
Name:
Title:
Date:

EKSM, LLP (signature): 
Name: Leigh S. Montgomery
Title: Partner
Date: 11/11/2025

STRANCH, JENNINGS & GARVEY, PLLC (signature):
Name:
Title:
Date:

EXHIBIT A

	\$ - - MM DD YYYY	_____ _____ _____ _____
	\$ - - MM DD YYYY	_____ _____ _____ _____
	\$ - - MM DD YYYY	_____ _____ _____ _____

Cash Payment B – Alternate Cash Payment

Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive a cash payment in the amount of \$50. Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims.

By checking this box, I affirm I want to receive the Cash Payment B - Alternate Cash Payment.

Credit Monitoring

All Settlement Class Members who select either Cash Payment A – Documented Losses or Cash Payment B – Alternative Cash Payment are eligible to claim three (3) years of Identity Defense, by CyEx.

Do you want to claim three (3) years of free Credit Monitoring?

By checking this box, I affirm I want to receive three years of free Credit Monitoring.

If you elect to receive credit monitoring services, you will need to follow instructions and use an activation code that will be sent to you after the Settlement is final. Credit monitoring will not begin until you use your activation code to enroll. Activation instructions will be provided to your email address.

EXHIBIT B

Johnson & Wales University Security Incident
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

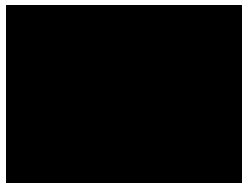
Court-Approved Legal Notice

Springer v. Johnson & Wales University

Case No. 1:24-cv-399

United States District Court for the District of
Rhode Island

**If you were sent notice that your
information may have been affected
by the Security Incident involving
Johnson & Wales University in July
2024, you may be entitled to
Settlement Class Member Benefits
from a Settlement.**



FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO.xxxx

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

www.jwusecurityincident.com
1-XXX-XXX-XXXX

<<MAIL ID>>
<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>

<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

A \$454,200 settlement has been reached in a class action lawsuit against Johnson & Wales University, (“Defendant”) related to a Security Incident involving the unauthorized access of Defendant’s network by a third-party criminal actor in July 2024, in which Settlement Class Members’ information may have been impacted.

Who is Included? Records show you are a member of the Settlement Class.

What does the Settlement Provide? As a Settlement Class Member, you can submit a Claim Form online or by mail **postmarked** by **Month XX, 20YY**, for the following Settlement Class Member Benefits:

Cash Payment A - Documented Losses: You may submit a Claim Form and provide reasonable documentation for losses related to the Security Incident for up to \$1,000 per Settlement Class Member;

OR

Cash Payment B - Alternate Cash Payment: Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive a cash payment in the amount of \$50, subject to a *pro rata* increase or decrease depending upon the total value of all Valid Claims;

AND

Credit Monitoring: In addition to Cash Payment A or Cash Payment B, you may also submit a Claim Form to receive up to three years of free Credit Monitoring.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims.

Other Options. If you do not want to be legally bound by the Settlement, you must submit an opt-out **postmarked** by **Month XX, 20YY**. If you do not opt-out, you will give up the right to sue and will release the Defendant and Released Parties from the legal claims in this lawsuit. If you do not opt-out, you may object to the Settlement and/or

Cash Payment A – Documented Losses: If you are a Settlement Class Member, you may submit a timely and valid Claim Form with reasonable documentation for losses related to the Security Incident for up to \$1,000 per Settlement Class Member. To file a Claim Form for Cash Payment A, you must visit the Settlement Website and follow the instructions on the Claim Form. You can also download a paper Claim Form and file by mail.

Cash Payment B – Alternate Cash Payment: Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive a cash payment of \$50. Your Cash Payment may be subject to a pro rata (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims.

By checking this box, I affirm I want to receive the Cash Payment B - Alternate Cash Payment.

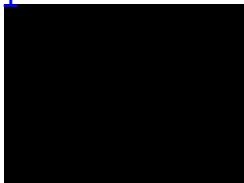
Credit Monitoring: In addition to Cash Payment A or Cash Payment B, you may also elect to receive up to three years of free Credit Monitoring.

By checking this box, I affirm I want to receive three years of free Credit Monitoring.

By signing my name, I swear and affirm I am completing this Claim Form to the best of my personal knowledge.

Signature:

Date:



PLACE
STAMP
HERE

Johnson & Wales Security Incident
Settlement Administrator
PO Box XXXX
Portland, OR 97xxx-xxxx

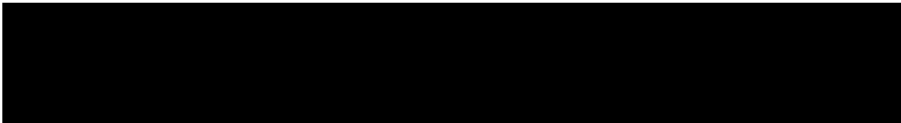


EXHIBIT C

If you were sent notice that your information may have been affected in the July 2024 Security Incident involving Johnson & Wales University, then you may be entitled to Benefits from a Settlement.

A Court authorized this Notice. This is not a solicitation from a lawyer.

- A \$454,200 settlement has been reached in a class action lawsuit against Johnson & Wales University, (“Defendant”) related to a Security Incident involving the unauthorized access of Defendant’s network by a third-party criminal actor in July 2024, in which Settlement Class Members’ information may have been impacted.
- If you are a member of the Settlement Class and received notice of the settlement, then you can submit a Claim Form for the following Settlement Class Member Benefits:

Cash Payment A – Documented Losses: You may submit a Claim Form and provide reasonable documentation for losses related to the Security Incident for up to \$1,000 per Settlement Class Member;

OR

Cash Payment B – Alternate Cash Payment: Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive a cash payment in the amount of \$50, subject to a *pro rata* increase or decrease depending upon the total value of all Valid Claims;

AND

Credit Monitoring - In addition to Cash Payment A or Cash Payment B, you may also submit a Claim Form to receive up to three years of free Credit Monitoring.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims.

This Notice may affect your rights. Please read it carefully.

Your Legal Rights & Options		Deadline
Submit a Claim Form	The only way to get Settlement Class Member Benefits is to submit a timely and valid Claim Form.	Submitted or Postmarked by: MONTH DD, 20YY
Opt Out	Get no Settlement Class Member Benefits. Keep your right to file your own lawsuit against the Released Parties about the Released Claims that are released by the Settlement in this lawsuit.	Postmarked by: MONTH DD, 20YY
Object to the Settlement	Stay in the Settlement but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: MONTH DD, 20YY
Do Nothing	Get no Settlement Class Member Benefits. Give up your legal rights.	

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court must decide whether to approve the Settlement, attorneys’ fees, costs, and Service Awards. No Settlement Class Member Benefits will be provided unless the Court approves the Settlement.

Questions? Go to www.jwusecurityincident.com or call 1-XXX-XXX-XXXX

BASIC INFORMATION

1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what Settlement Class Member Benefits are available, who is eligible for the Settlement Class Member Benefits, and how to get them.

The Honorable John J. McConnell, Jr. of the United States District Court for the District of Rhode Island is overseeing this class action. The lawsuit is known *Springer v. Johnson & Wales University*, Case No. 1:24-cv-399 (“lawsuit”). The individuals who filed this lawsuit are called the “Plaintiffs” and/or “Class Representatives” and the company sued, Johnson & Wales University, is called the “Defendant.”

2. What is this lawsuit about?

The Plaintiffs filed this lawsuit against the Defendant on behalf of themselves and all others similarly situated related to a Security Incident involving the unauthorized access of Defendant’s network by a third-party criminal actor in July 2024, in which Settlement Class Members’ information may have been affected.

Defendant denies the legal claims and denies any wrongdoing or liability.

The Court has not made any determination of any wrongdoing by Defendant, or that any law has been violated. Instead, the Plaintiffs and Defendant have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit.

3. Why is there a Settlement?

Plaintiffs and Defendant do not agree about the merits of the legal claims made in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of the Plaintiffs or Defendant. Instead, the Plaintiffs and Defendant have agreed to settle the lawsuit to avoid the time, expense, and uncertainty of continuing with the lawsuit.

4. Why is this lawsuit a class action?

In a class action, one or more people (called “class representatives”) sue on behalf of all people who have similar legal claims. Together, all these people are called a class or class members. One court then resolves the issues for all class members, except for those class members who timely exclude themselves (“opt-out”) from the class.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are included in the Settlement Class if you are a living individual residing in the United States who was sent a notice by Defendant of the Security Incident.

6. Are there exceptions to being included in the Settlement?

Questions? Go to www.jwusecurityincident.com or call 1-XXX-XXX-XXXX

Yes. Excluded from the Settlement Class are: (a) Defendant and Defendant's parents, subsidiaries, affiliates, officers, and directors, and any entity in which Defendant has a controlling interest; and (c) all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to www.jwusecurityincident.com or call toll-free 1-XXX-XXX-XXXX.

THE SETTLEMENT BENEFITS

8. What does this Settlement provide?

If you are a Settlement Class Member, you can submit a Claim Form for the following Settlement Class Member Benefits:

Cash Payment A – Documented Losses

You may submit a Claim Form along with reasonable supporting documentation for losses related to the Security Incident for up to \$1,000 per Settlement Class Member if: (i) the claimed losses are actual, documented, and have not been reimbursed; (ii) you contend that the loss was more likely than not caused by the Security Incident; (iii) the loss was incurred after the July 2024 date of the Security Incident; and (iv) you made reasonable but unsuccessful efforts to avoid, or seek reimbursement for, the loss.

Examples of reasonable documentation includes (but is not limited to): unreimbursed losses relating to fraud or identity theft; costs associated with freezing or unfreezing credit with any credit reporting agency; and miscellaneous expenses such as notary, fax, postage, copying, and mileage.

You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring services and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise.

If you do not submit reasonable documentation supporting a loss, or if your Claim Form is invalid as determined by the Settlement Administrator, and you do not cure your Claim Form, your Claim Form will be denied.

Cash Payment B – Alternate Cash Payment

Instead of selecting Cash Payment A, without providing documentation, you may submit a Claim Form to receive a cash payment in the amount of \$50.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase if the amount of Valid Claims does not use the entire net Settlement Fund. Alternatively, if the amount of Valid Claims exceeds the amount of the net Settlement Fund, your Cash Payment may be subject to a *pro rata* reduction.

For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the net Settlement Fund first for payment of Credit Monitoring and then for Cash Payments. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

Credit Monitoring

In addition to Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash Payment,

Questions? Go to www.jwusecurityincident.com or call 1-XXX-XXX-XXXX

you may also submit a Claim Form to receive up to three years of free Credit Monitoring.

9. What am I giving up to receive Settlement Class Member Benefits or stay in the Settlement Class?

Unless you exclude yourself (opt-out), you will remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about the Released Claims in this lawsuit. The specific rights you are giving up are called “Released Claims.”

10. What are the Released Claims?

The Settlement Agreement describes the Releases, Released Claims, and Released Parties, in necessary legal terminology, so please read it carefully. The Settlement Agreement is available at www.jwusecurityincident.com. For questions regarding the Releases, Released Claims, or Released Parties and what the language in the Settlement Agreement means, you can also contact Settlement Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I submit a Claim Form?

You must submit a timely and valid Claim Form to receive any Settlement Class Member Benefits, as described above. Your Claim Form must be submitted online at www.jwusecurityincident.com by **MONTH DD, 20YY**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked** by **MONTH DD, 20YY**. Claim Forms are also available at www.jwusecurityincident.com or by calling 1-XXX-XXX-XXXX or by writing to:

Johnson & Wales University Security Incident
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

12. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, then it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

Johnson & Wales University Security Incident
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

13. When will I receive my Settlement Class Member Benefits?

If you file a timely and valid Claim Form, then the Settlement Class Member Benefits will be provided if the Settlement is approved by the Court and then becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.jwusecurityincident.com for updates.

Questions? Go to www.jwusecurityincident.com or call 1-XXX-XXX-XXXX

EXCLUDE YOURSELF OR OPT-OUT OF THE SETTLEMENT

If you are a member of the Settlement Class and want to keep any right you may have to sue or continue to sue the Released Parties on your own about the legal claims in this lawsuit or the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting-out” of—the Settlement.

14. How do I opt-out of the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

- 1) Your name, current address, telephone number, and email address (if any);
- 2) Your personal physical signature; and
- 3) A statement that you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the Settlement Class in the *Johnson & Wales Security Incident*.”

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **MONTH DD, 20YY**:

Johnson & Wales University Security Incident
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

You cannot opt-out (exclude yourself) by telephone or by email.

“Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple Settlement Class Members will not be allowed.

15. If I opt-out can I still get anything from the Settlement?

No. If you opt-out, you will not be able to receive Settlement Class Member Benefits, and you will not be bound by the Settlement or any judgments in this lawsuit. You can only get Settlement Class Member Benefits if you stay in the Settlement and submit a timely and valid Claim Form.

16. If I do not opt-out, can I sue the Defendant for the same thing later?

No. Unless you opt-out, you give up any right to sue any of the Released Parties for the legal claims this Settlement resolves and Releases, and you will be bound by all the terms of the Settlement, proceedings, orders, and judgments in the lawsuit. You must opt-out of this lawsuit to start or continue your own lawsuit or be part of any other lawsuit against the Released Parties about the Released Claims in this Settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement and/or Application for Attorneys’ Fees, Costs, and Service Awards.

Questions? Go to www.jwusecurityincident.com or call 1-XXX-XXX-XXXX

To object, you must file your timely written objection with the Court as provided below by **MONTH DD, 20YY**, and send by U.S. mail to Settlement Class Counsel, Defendant’s Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **MONTH DD, 20YY**, stating you object to the Settlement in *Springer v. Johnson & Wales University*, Case No. 1:24-cv-399.

For an objection to be a valid objection under the Settlement, it must be in writing, submitted to the Court either by filing electronically or in person at any location of the United States District Court for the District of Rhode Island or by mailing to the Clerk, filed or postmarked by the Objection Deadline, and must include or substantially comply with the following: (a) the name of the proceeding; (b) the Settlement Class Member’s full name, current mailing address, email address, telephone number, and personal signature; (c) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (d) the identity of any attorneys representing the objector; (e) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (f) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (g) a statement identifying all class action settlements objected to by the Settlement Class Member in the previous five (5) years; and (h) the signature of the Settlement Class Member or the Settlement Class Member’s attorney. The Court, in its discretion, may authorize additional discovery of objectors.

Settlement Class Counsel and/or Defendant’s Counsel may conduct limited discovery on any objector or objector’s lawyer.

To object, you must file your timely written objection with the Court by **MONTH DD, 20YY**, and send it by U.S. mail to Settlement Class Counsel, Defendant’s Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **MONTH DD, 20YY**, at the following addresses:

COURT	SETTLEMENT CLASS COUNSEL	DEFENDANT’S COUNSEL	SETTLEMENT ADMINISTRATOR
Clerk U.S. District Court District of Rhode Island 1 Exchange Ter. Providence, RI 02903	Leanna A. Loginov Shamis & Gentile, P.A. 14 NE 1 st Ave. Suite 705 Miami, FL 33132	Joseph A. Farside, Jr. Troutman Pepper Locke, LLP 2800 Financial Plz. Providence, RI 02903	Johnson & Wales University Security Incident Settlement Administrator PO Box xxxx Portland, OR 972xx-xxxx
	Grayson Wells Stranch, Jennings & Garvey, PLLC 223 Rosa L. Parks Ave. Suite 200 Nashville, TN 37203	Timothy St. George Troutman Pepper Locke, LLP 1001 Haxall Pt. 15 th Floor Richmond, VA 23219	
	Leigh Montgomery EKSM, LLP 4200 Montrose St. Suite 200 Houston, TX 77006		

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

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Opting-out is telling the Court that you do not want to be part of the Settlement Class. If you opt-out, you cannot object because you are no longer part of the Settlement.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in the lawsuit?

Yes. The Court has appointed Leanna A. Loginov of Shamis & Gentile, P.A., Grayson Wells of Stranch, Jennings & Garvey, PLLC, and Leigh Montgomery of EKSM, LLP as Settlement Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost if you want someone other than Settlement Class Counsel to represent you in this lawsuit.

20. How will Settlement Class Counsel be paid?

Settlement Class Counsel will file a motion asking the Court to award attorneys' fees up to 1/3 of the Settlement Fund, plus reimbursement of reasonable costs. Settlement Class Counsel will also ask the Court to approve the Service Awards for the Settlement Class Representatives of up to \$2,500 each for their efforts. If awarded by the Court, the attorneys' fees and costs, and Service Awards will be paid from the Settlement Fund. The Court may award less than these amounts.

THE FINAL APPROVAL HEARING

The Court will hold a "Final Approval Hearing" to decide whether to approve the Settlement and Application for Attorneys' Fees, Costs, and Service Awards. You may attend and you may ask to speak if you file an objection by the deadline, but you do not have to.

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

The Court will hold a Final Approval Hearing on **MONTH DD, 20YY, at XX:XX a.m./p.m.** before the Honorable John J. McConnell, Jr. at the U.S. District Court District of Rhode Island, 1 Exchange Terrace, Providence, RI, 02903. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Settlement Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court, at its discretion, may hear objections at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website www.jwusecurityincident.com to confirm the date and time of the Final Approval Hearing have not changed.

22. Do I have to attend the Final Approval Hearing?

No. Settlement Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file your written objection by the deadline, the Court will consider it.

Questions? Go to www.jwusecurityincident.com or call 1-XXX-XXX-XXXX

23. May I speak at the Final Approval Hearing?

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court, at its discretion, may hear objections at the hearing.

GET MORE INFORMATION

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

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.jwusecurityincident.com. You may get additional information at www.jwusecurityincident.com, by calling toll-free 1-XXX-XXX-XXXX, or by writing to:

Johnson & Wales University Security Incident
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

PLEASE DO NOT TELEPHONE THE COURT, THE COURT'S CLERK OFFICE, OR JOHNSON & WALES UNIVERSITY REGARDING THIS NOTICE.

EXHIBIT D

UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND

DANIELLA SPRINGER, WILLIAM MOORE, and ARIEL VOLQUEZ,
individually and on behalf of all others similarly situated;

Plaintiffs,

v.

JOHNSON & WALES UNIVERSITY,

Defendant.

CLASS ACTION

CASE NO. 1:24-CV-00399-JJM-PAS

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

This matter is before the Court on Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. Plaintiffs, on behalf of themselves and all others similarly situated, and Defendant have entered into a Settlement Agreement and Release, dated December 11, 2025 (“Settlement Agreement”) that, if approved, would settle the above-captioned litigation. Having considered the Motion, the Settlement Agreement together with all exhibits and attachments thereto, the record in this matter, and the briefs and arguments of counsel, IT IS HEREBY ORDERED as follows:

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

PRELIMINARY APPROVAL

3. Rule 23(e) requires the Court to determine whether a proposed settlement is “fundamentally fair, adequate, and reasonable.” The Court has reviewed the terms of the proposed Settlement Agreement, the exhibits and attachments thereto, Plaintiffs’ motion papers and briefs, and the declarations of counsel. Based on its review of these papers, the Court finds that the Settlement Agreement appears to be the result of serious, informed, non-collusive negotiations, through which the basic terms of the Settlement Agreement were negotiated and finalized. The terms of the Settlement Agreement do not improperly grant preferential treatment to any individual or segment of the Class and fall within the range of possible approval as fair, reasonable, and adequate.

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

PRELIMINARY CLASS CERTIFICATION

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

All persons on the list of persons to whom Johnson & Wales University arrange to have sent a notice of the “Security Incident,” [i.e., the security incident identified in the letter dated September 19, 2024, sent to Plaintiffs and the subject of the Amended Complaint], excluding those persons identified as being excluded in the Amended Complaint.

Excluded from the Settlement Class are Defendant and Defendant’s parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendant has a controlling interest; all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; and all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

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

7. For settlement purposes only, the Court preliminarily finds that the Settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23(b)(3): the questions of law or fact common to the Class predominate over individual questions; and class action litigation is superior to other available methods for the fair and efficient adjudication of this controversy.

8. For settlement purposes only, the Court hereby appoints Plaintiffs Daniella Springer, William Moore, and Ariel Volquez as the Settlement Class Representatives for the Settlement Class. The Court provisionally finds that Plaintiffs are similarly situated to absent Settlement Class Members and therefore typical of the Settlement Class and that they will be adequate class representatives.

9. For settlement purposes only, the Court finds the following counsel are experienced and adequate counsel and appoints them as Settlement Class Counsel for the Settlement: Leigh S. Montgomery of Ellzey Kherkher Sanford Montgomery, LLP; Leanna A. Loginov of Shamis & Gentile P.A., and Grayson Wells of Stranch, Jennings & Garvey, PLLC.

NOTICE AND ADMINISTRATION

10. Pursuant to the Settlement Agreement, the Parties have designated Epiq Class Action and Claims Solutions, Inc, ("Epiq") as the Settlement Administrator. Epiq shall perform all the duties of the Settlement Administrator set forth in the Settlement Agreement.

11. The class notice must satisfy the content requirements of Rule 23(c)(2)(B), which provides the notice must clearly and concisely state in plain, easily understood language: “(i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).” Fed. R. Civ. P. 23(c)(2)(B). The Court finds that the proposed notice program set forth in the Settlement Agreement satisfies the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure and provides the best notice practicable under the circumstances. The notice program is reasonably calculated to apprise Settlement Class Members of the nature of this Litigation, the scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the processes for doing so, and the Final Approval Hearing. The Court therefore approves the notice program and directs the Parties and the Settlement Administrator to proceed with providing notice to Settlement Class Members pursuant to the terms of the Settlement Agreement and this Order.

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

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

EXCLUSION AND OBJECTIONS

14. Settlement Class Members who wish to opt out and exclude themselves from the Class may do so by notifying the Settlement Administrator in writing, as provided in the Settlement

Agreement, and postmarked no later than _____ (60 days after Notice Deadline). The request for exclusion (or “Opt-Out”) must be in writing and clearly manifest a Person’s intent to be excluded from the Settlement Class. Persons wishing to opt-out of the Settlement Class will only be able to submit an opt-out request on their own behalf; “mass” or “class” opt-outs will not be permitted. All requests for exclusion must be submitted individually in connection with a Settlement Class Member, *i.e.*, one request is required for every Settlement Class Member seeking exclusion.

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

16. Settlement Class Members who wish to object to the Settlement may do so by submitting a written Objection to the Court in accordance with the procedures outlined in the Class Notice by _____ (60 days after Notice Deadline), it must be in writing, postmarked by the Objection Deadline, filed with/or mailed to the Court and the Settlement Administrator and must include: (a) the name of the proceeding; (b) the Settlement Class Member’s full name, current mailing address, email address, telephone number, and personal signature; (c) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (d) the identity of any attorneys representing the objector; (e) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (f) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (g) a statement identifying all class action settlements objected to by the Settlement Class Member in the previous five (5) years; and (h) the signature of the Settlement Class Member or the Settlement Class Member’s attorney.

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

FINAL APPROVAL HEARING

18. The Court will hold a Final Approval Hearing on _____ at _____ in United States District Court, District of Rhode Island, One Exchange Terrace, Federal Building and Courthouse, Providence, Rhode Island 02903, or as otherwise ordered.

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

20. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Settlement Class Members.

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

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

23. In the event that the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement: (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*; and (iv) 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 either Parties' position on the issue of class certification or any other issue.

IT IS SO ORDERED.

Dated: _____

Hon. John J. McConnell, Jr.
CHIEF UNITED STATES DISTRICT JUDGE

SETTLEMENT TIMELINE

Event	Deadline
Defendant to Settlement Fund	10 days after Preliminary Approval Order
Settlement Website available for viewing	1 day prior to commencing Notice Program
Defendant to deliver the Class Member Information to Settlement Administrator	15 days after Preliminary Approval Order
Notice Program Begins (Postcard Notice Sent)	30 days after Preliminary Approval Order (“Notice Deadline”) and to be completed 45 days prior to initial Scheduled Final Approval Hearing
Deadline to File Claim Forms	60 days after the Notice Deadline
Deadline to file Motion for Final Approval and Application for Attorneys’ Fees, Costs, and Service Awards	45 days prior to Final Approval Hearing
Opt-Out Deadline	60 days after the Notice Deadline
Objection Deadline	60 days after the Notice Deadline
Final Approval Hearing	_____, 2025, at ____ am/pm. (Preferably the week of _____, ____ or after)

EXHIBIT E

UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND

DANIELLA SPRINGER, WILLIAM MOORE, and ARIEL VOLQUEZ,
individually and on behalf of all others similarly situated;

Plaintiffs,

v.

JOHNSON & WALES UNIVERSITY,

Defendant.

CLASS ACTION

CASE NO. 1:24-CV-00399-JJM-PAS

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

This matter is before the Court on Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement ("Motion for Final Approval" or "Motion"). Plaintiffs, on behalf of themselves and all others similarly situated, and Defendant have entered into a Settlement Agreement and Release ("Settlement Agreement") that, if approved, would settle the above-captioned litigation. Having considered the Motion, the Settlement Agreement together with all exhibits and attachments thereto, the record in this matter, and the briefs and arguments of counsel, IT IS HEREBY ORDERED as follows:

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

FINAL APPROVAL OF SETTLEMENT AGREEMENT

3. Rule 23(e) requires the Court to determine whether a proposed settlement is “fundamentally fair, adequate, and reasonable.” The Court has reviewed the terms of the proposed Settlement Agreement, the exhibits and attachments thereto, Plaintiffs’ Motion for Preliminary Approval and current the Motion along with all associated papers and briefs, and the declarations of counsel. Based on its review of these papers, the Court finds that the Settlement Agreement appears to be the result of serious, informed, non-collusive negotiations, through which the basic terms of the Settlement Agreement were negotiated and finalized. The terms of the Settlement Agreement do not improperly grant preferential treatment to any individual or segment of the Class and are fair, reasonable, and adequate.

4. On _____, 2025, the Court entered an Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) which, among other things: (a) conditionally certified this matter as a class action, including defining the class and class claims, (b) appointed Plaintiffs as the Settlement Class Representatives and appointed Leigh S. Montgomery of EKSM, LLP; Leanna A. Loginov of Shamis & Gentile P.A., and Grayson Wells of Stranch, Jennings & Garvey, PLLC as Settlement 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;

5. On _____, 2025, 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;

6. District courts must approve class action settlements. Fed. R. Civ. P. 23(e). Specifically, Federal Rule of Civil Procedure 23(e) requires a district court to: (1) ensure notice is sent to all class members; (2) hold a hearing and make a finding that the settlement is fair, reasonable, and adequate; and (3) be shown that class members were given an opportunity to object. Fed. R. Civ. P. 23(e). On _____, 2025, the Court held a Final Approval Hearing to determine, *inter alia*: (a) 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 (b) 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 Service Awards to the Settlement Class Representatives. The Court is also satisfied that settlement is fair, reasonable, and adequate.

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

FINAL CLASS CERTIFICATION

8. 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 only, the Court

hereby finally certifies the following Settlement Class:

All persons on the list of persons to whom Johnson & Wales University arrange to have sent a notice of the “Security Incident,” [i.e., the security incident identified in the letter dated September 19, 2024, sent to Plaintiffs and the subject of the Amended Complaint], excluding those persons identified as being excluded in the Amended Complaint.

Excluded from the Settlement Class are Defendant and Defendant’s parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendant has a controlling interest; all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; and all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

9. For purposes of settlement only, the Court finds that the Settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23(a): the Settlement Class is comprised of thousands of individuals; there are questions of law or fact common to the Settlement Class; Plaintiffs’ claims are typical of those of Settlement Class Members; and Plaintiffs will fairly and adequately protect the interests of the Settlement Class.

10. For purposes of settlement only, the Court finds that the Settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23(b)(3): the questions of law or fact common to the Class predominate over individual questions; and class action litigation is superior to other available methods for the fair and efficient adjudication of this controversy.

11. The Court hereby appoints Plaintiffs Daniella Springer, William Moore, and Ariel Volquez as the Settlement Class Representatives for the Settlement Class. For purposes of settlement only, the Court finds that Plaintiffs are similarly situated to absent Settlement Class Members and therefore typical of the Settlement Class and that they will be adequate class representatives.

12. For purposes of settlement only, the Court finds the following counsel are experienced and adequate counsel and appoints them as Settlement Class Counsel for the Settlement: Leigh S. Montgomery of Ellzey Kherkher Sanford Montgomery, LLP; Leanna A. Loginov of Shamis & Gentile P.A., and Grayson Wells of Stranch, Jennings & Garvey, PLLC.

13. Neither this Final Judgment and Order, nor the Settlement Agreement, shall be construed or used as an admission or concession by or against the Defendant or any of the Released Parties of any fault, omission, liability, or wrongdoing, or the validity of any of the Released Claims. This Final Judgment and Order is not a finding of the validity or invalidity of any claims in this lawsuit or a determination of any wrongdoing by the Defendant or any of the Released Parties. The final approval of the Settlement Agreement does not constitute any opinion, position, or determination of this Court, one way or the other, as to the merits of the claims and defenses of Plaintiff, the Settlement Class Members, or the Defendant.

NOTICE AND ADMINISTRATION

14. Pursuant to the Settlement Agreement, the Parties have designated Epiq Class Action and Claims Solutions, Inc, (“Epiq”) as the Settlement Administrator. Epiq shall, as it has done thus far, perform all the duties of the Settlement Administrator set forth in the Settlement Agreement.

15. The Court finds that the proposed notice program set forth in the Settlement Agreement satisfied the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure and provided the best notice practicable under the circumstances. The notice program was reasonably calculated to apprise Settlement Class Members of the nature of this Litigation, the scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement

Class and the processes for doing so, and the Final Approval Hearing. The Court therefore approves the notice program by which notice was provided to Settlement Class Members pursuant to the terms of the Settlement Agreement and this Court's Order Granting Preliminary Approval of Class Action Settlement.

16. The Court also approves the versions of the Long Form Notice, Claim Form and Short Notice.

EXCLUSION AND OBJECTIONS

17. 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 1** to this Final Order. Those persons are not bound by the Settlement Agreement and this Final Order and shall not be entitled to any of the benefits afforded to the Settlement Class Members under the Settlement Agreement, as set forth in the Settlement Agreement.

18. _____ 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.

19. 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.

EXECUTION

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

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

22. 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.

23. Pursuant to and as further described in the Settlement Agreement, Plaintiffs and the Settlement Class Members release their claims against the Released Parties.

CLASS REPRESENTATIVES AND SERVICE AWARDS

24. The Court grants final approval to the appointment of Plaintiffs as Settlement Class Representatives. The Court concludes that the Settlement Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

25. Pursuant to the Settlement Agreement, and in recognition of their efforts on behalf of the Settlement Class, the Court approves a payment to the Settlement Class Representatives in the amount of \$2,500.00 each as a Service Award, for a total of \$7,500.00. The Service Award is fair and reasonable and does not appear to be the result of collusion. Defendant shall make such payment in accordance with the terms of the Settlement Agreement.

SETTLEMENT CLASS COUNSEL AND ATTORNEYS' FEES AND COSTS

26. The Court grants final approval to the appointment of Leigh S. Montgomery of Ellzey Kherkher Sanford Montgomery, LLP; Leanna A. Loginov of Shamis & Gentile P.A., and Grayson Wells of Stranch, Jennings & Garvey, PLLC as Settlement Class Counsel. The Court concludes that Settlement Class Counsel has adequately represented the Settlement Class and will continue to do so.

27. The Court, after careful review of the fee petition filed by Settlement Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Settlement Class Counsel's application for attorneys' fees and expenses in the amount of \$151,400.00. Payment shall be made pursuant to the terms of the Settlement Agreement.

FINALITY AND JURISDICTION

28. The Settlement Agreement's terms shall be forever binding on, and shall have *res judicata* and preclusive effect on, all pending and future lawsuits or other proceedings as to Released Claims and other prohibitions set forth in this Final Order that are maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Order.

29. This Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

30. Without affecting the finality of this Final Order, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes. In addition, without affecting the finality of this judgment, the Court retains exclusive jurisdiction over Defendant and each member of the Settlement Class for any suit, action, proceeding or dispute arising out of or relating to this Order, the Settlement Agreement or the applicability of the Settlement Agreement. Without limiting the generality of the foregoing, any dispute concerning the Settlement Agreement, including, but not limited to, any suit, action, arbitration or other proceeding by a Settlement Class Member in which the provisions of the Settlement Agreement are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, shall constitute a suit, action or proceeding arising out of or relating to this Order. Solely for purposes of such suit, action or proceeding, to the fullest extent possible under applicable law, the parties hereto and all Settlement Class Members are hereby deemed to have irrevocably waived

and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

31. This Order resolves all claims against all Parties in this action and is a final order. The Court finds, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, that there is no just reason for delay, and directs the Court to enter final judgment.

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

IT IS SO ORDERED.

Dated: _____

Hon. John J. McConnell, Jr.
CHIEF UNITED STATES DISTRICT JUDGE

EXHIBIT B

UNITED STATES DISTRICT COURT DISTRICT OF RHODE ISLAND

DANIELLA SPRINGER, WILLIAM MOORE, and ARIEL VOLQUEZ,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

JOHNSON & WALES UNIVERSITY,

Defendant.

Class Action

Case No. 1:24-CV-00399-JJM-PAS

JOINT DECLARATION OF PLAINTIFFS' COUNSEL IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

We declare under penalty of perjury hereby as follows:

1. We are counsel for Plaintiffs¹ in the above-captioned case. This declaration supports Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement with Defendant Johnson & Wales University. This declaration explains the basis for the Settlement, including the significant relief it affords the Settlement Class. We have personal knowledge of the facts in this declaration and could testify to them if called on to do so.

I. PROCEDURAL HISTORY AND SETTLEMENT NEGOTIATIONS

2. Defendant Johnson & Wales University is a private university offering undergraduate and graduate degree programs. In providing the services that it offers, Defendant collects the Private Information of its students, including names, dates of birth, Social Security

¹ The definitions and capitalized terms in the Settlement Agreement are hereby incorporated as though fully set forth herein and shall have the same meanings attributed to them in the Agreement. A true and correct copy of the Agreement is attached as Exhibit A to Plaintiff's Motion for Preliminary Approval.

numbers, and financial account information. On or around September 19, 2024, Defendant announced a Data Incident impacting the personally identifying information (“PII” or “Private Information”), including names and Social Security numbers, of numerous individuals. According to Defendant, the Data Incident impacted approximately 22,710 individuals.

3. As a result of the Incident, on November 15, 2024, Plaintiffs filed their Consolidated Class Action Complaint (“Complaint”) in the United States District Court for the District of Rhode Island alleging a failure to safeguard the private information Defendant maintained on behalf of the Settlement Class. Defendant denies all liability and wrongdoing.

4. After Plaintiffs filed the Complaint, the Parties met and conferred on several occasions to discuss the merits of the claims. After commencing litigation, the parties engaged in settlement negotiations and discussions of the strengths and weaknesses of the Parties’ respective positions. Recognizing the risks and continued costs of litigation, the Parties made good faith efforts to hold productive settlement negotiations.

5. Through arms’-length negotiation and vigorous advocacy by counsel on behalf of the Parties, the Parties were able to reach an agreement in principle on August 7, 2025, aided by proposed Settlement Class Counsel’s extensive experience with complex litigation and in particular data breach cases. It is proposed Settlement Class Counsel’s opinion that the Settlement Agreement presents a favorable result for the Settlement Class.

6. After reaching a settlement in principle, the Parties continued to work diligently negotiating the final terms of the settlement, spending weeks finalizing the finer points of the Settlement Agreement, obtaining bids from claims administrators, and ensuring clear and effective notice forms and claim forms for the Class.

II. THE SETTLEMENT AND ITS BENEFITS

7. The Settlement was reached in the absence of collusion and is the result of good faith, informed, and arm's-length negotiations between experienced attorneys who are familiar with class action litigation and with the legal and factual issues at stake.

8. The Settlement creates a non-reversionary common fund funded by Defendant in the amount of \$454,200.00 to be deposited into an escrow account. The Settlement Class Members may claim one or more of a variety of awards from the Settlement Fund, which may be prorated based on the number of claims made.

9. First, Settlement Class Members may claim up to three years of credit monitoring from CyEx Identity Defense Complete. A Settlement Class Member may make this election regardless of whether he or she makes a claim for cash payment.

10. Second, Settlement Class Members may make a claim for Cash Payment. Specifically, Settlement Class Members may claim compensation for Documented Losses ("Cash Payment A") of up to \$1,000.00 per Settlement Class Member with third-party documentation and a sworn affidavit attesting to the losses if: (i) the loss is an actual, documented and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Security Incident; (iii) the loss was incurred after the date of the Security Incident; and (iv) the Settlement Class Member made reasonable but unsuccessful efforts to avoid or seek reimbursement for, the loss. As a mutually-exclusive alternative to Cash Payment A, a Settlement Class Member may make a claim to receive a cash payment in an amount of \$50.00 ("Cash Payment B"), which is subject to a *pro rata* adjustment (*i.e.*, increase or decrease) based on the number of valid Cash Payment B claims submitted. Any remaining funds or uncashed checks will be designated for the *cy pres* recipient.

11. These Settlement Class Member Benefits are consistent with, and in fact exceed, other approved settlements. The Settlement guarantees Settlement Class members real relief for harms and protections from potential future fall-out from the Incident.

12. The Parties negotiated Plaintiffs' Service Awards and an award of Attorneys' Fees and costs separately from the Settlement Fund.

13. The Settlement calls for a reasonable Service Award of \$2,500.00 for each Settlement Class Representative, for a total of \$7,500.00, to be approved on separate motion. The Service Award is intended to compensate Plaintiffs for their efforts on the Settlement Class's behalf, including serving as named Plaintiffs, assisting in the Action's investigation, maintaining contact with Settlement Class Counsel, reviewing case documents, being prepared to assist with discovery, and answering Settlement Class Counsel's many questions.

14. After agreeing to the Settlement's material terms, Settlement Class Counsel negotiated attorneys' fees and costs separately from the total Settlement Class Member Benefits. Settlement Class Counsel intends to seek an attorneys' fees award not to exceed \$151,400.00 and reimbursement of litigation costs. The Notices advise the Settlement Class of these intended requests and further information of how to object.

III. THE NOTICE PROGRAM

15. Subject to the Court's approval, the Parties have agreed to use Epiq Class Action and Claims Solutions, Inc, ("Epiq") as the Settlement Administrator in this case, a company experienced in administering class action settlements generally and specifically those of the type provided for and made in data breach litigation.

16. The timing of the claims process and deadlines is structured to ensure that all Settlement Class Members have ample opportunity to review the terms of the Settlement

Agreement and the allegations of the Complaint and decide whether they would like to make a claim under the settlement, opt-out, or object.

17. The Notices are further set forth in clear and understandable language to ensure that all Settlement Class Members have the opportunity to fully understand the Settlement Agreement and make an informed decision.

18. Claim Forms (mail or online) are due to the Settlement Administrator by the Claims Deadline (90 days after the Notice Deadline, which is forty-five (45) days after the Court enters the Preliminary Approval Order). The Claim Form is in plain language for easy completion.

19. Also, the Claim Form submission process and distribution of Settlement Class Member Benefits is fair, convenient, and effective.

IV. COUNSELS' QUALIFICATIONS

Leigh Montgomery of Ellzey Kherkher Sanford Montgomery, LLP

20. I have over sixteen years of plaintiff's litigation and trial experience, including substantial experience in the class action and appellate contexts. I am a founding member of EKSM, LLP and co-lead the litigation section of the firm. I have extensive class action litigation experience, including in class certification briefing, trial and appeal. *See, e.g., Mattson v. New Penn Fin., LLC*, No. 3:18-cv-00990 (D. Or.), on appeal at 2023 WL 2624783 (9th Cir. March 23, 2023) (vacating denial of class certification and remanding); *see also Williams v. The Pisa Grp., Inc.*, No. 2:18-cv-04752 (E.D. Pa.) (certifying TCPA class).

21. I have experience litigating data breach matters in the following cases: *Veronica Marin v. El Centro del Barrio dba CentroMed*, No. 5:24-cv-00571 (W.D. Tex.); *Elwon Mathavongsy v. TRC Staffing Servs., Inc.*, No. 1:24-cv-02483 (N.D. Ga.); *Tyler Blankenship v. Leonard's Express, Inc.*, No. 1:24-cv-00618 (W.D. N.Y.); *Clayton v. PruittHealth, Inc.*, No. 1:24-

cv-02960 (N.D. Ga.); *Melissa MicSak v. Call 4 Health, Inc.*, No. 9:24-cv-80870 (S.D. Fla.); *Sean Barberly v. M&M Transp.*, No. 1:24-cv-12042 (D. Mass.); *Antonio Valle v. First Commonwealth Fed. Credit Union*, No. 2024-C-2893 (Lehigh County, PA); *James Bertsch v. Pocahontas Med. Clinic, PA*, No. 61CV-24-103 (Randolph County, AR); *Lataniya Frazier v. Baptist Health Med. Ctr.*, No. 60CV-24-8301 (Pulaski County, AR); *Robert Dapello v. Riverside Resort & Casino*, No. 2:24-cv-01732 (D. Nev.); *Haskins v. Stillwater Mining Co.*, No. DV-48-2024-0000061 (Stillwater County, MT); *Harris v. ERLC, LLC*, No. 24-cv-1622 (Galveston County, TX); *Adams v. Family Health Ctr.*, No. 2024-0404-NO (Kalamazoo County, Michigan); *Anderson as next friend of Joyner Anderson Baker v. Brockton Area Multi Servs., Inc.*, No. 1:24-cv-11607 (D. Mass.); *Baggett v. State Univ. of New York*, No. 1:24-cv-00645 (W.D. New York); *Bodem v. Justice Res. Inst., Inc.*, No. 1:24-cv-11856 (D. Mass.); *Chambers v. The Charlotte-Mecklenburg Hosp. Auth.*, No. 3:24-cv-00887 (D. North Carolina); *Guchait v. Momin & Momin, PLLC*, No. 24-DCV-322363 (Ft. Bend County, TX); *Fares v. C.K.S. Packaging, Inc.*, No. 1:24-cv-04586 (N.D. GA); *Harrison v. PECO Foods, Inc.*, No. 7:24-cv-01034 (N.D. AL); *Long v. Avis*, No. 2:24-cv-09243 (D. N.J.); *Kidder v. Am. Addiction Ctrs., Inc.*, No. 3-25-cv-00032 (M.D. Tenn.); *Guillen v. Akumin Operating Corp.*, No. 0:25-cv-60088 (S.D. Fla.); *Claytor v. TECTA Am. Corp.*, No. 1:25-cv-00525 (N.D. IL); *Ruiz v. Stiizy, Inc.*, No. 25STCV01549 (Superior Court CA).

22. Outside of the data breach context, I have an active nationwide wage and hour and class action practice. I have served as counsel in class actions matters from the filing of the complaint to final approval of the settlement, including briefing and arguing class certification. *See, e.g., Heath et al. v. TFS Dining, LLC*, No. 1:20-cv-899 (W.D. Tex.) (obtaining summary judgment on employee status and a final judgment on all damages after a jury trial); *Manasco v. Best in Town*, No. 2-21-cv-00381 (N.D. AL) (Partial summary judgment on major liability issues);

Johnson v. Houston, LP, LLC, No. 4:20-cv-00663 (S.D. TX) (Summary Judgment on issue of employee misclassification and affirmative defenses, and fees awarded); *Garcia v. Toezpecunia, Inc.*, No. 6:22-cv-00639 (D. Or.) (Summary judgment on all major liability issues, including willfulness determination).

23. I have knowledge of the facts and applicable law in the case, including knowledge relevant to Defendant. I have conducted discovery, depositions, class certification briefing and argument, as well as interlocutory appeals in class action cases. My extensive class action experience and data breach knowledge will allow me to effectively and meaningfully contribute to the representation of the Settlement Class.

24. More information about ESKM, LLP, and its attorneys can be found in the attached Exhibit 1.

Leanna A. Loginov of Shamis & Gentile P.A.

25. I am a Partner at Shamis & Gentile, P.A., where I concentrate my practice in the firm's data privacy and consumer protection litigation groups. I have extensive experience in the realm of data privacy litigation, including actively litigating dozens of data breach class actions throughout the country. *See e.g., Montambeault v. Concord Orthopaedics Prof. Assoc.*, No. 217-2025-cv-00292 (N.H. 2025) (appointed interim class counsel); *In re Cardiology Assocs. Data Breach Litig.*, No. 02-CV-2025-900139 (Ala. Cir. Ct. 2025) (appointed interim co-lead class counsel); *In Re Tycon Med. Sys., Inc., Data Sec. Breach Litig.*, No. 2:25-cv-19 (E.D. Va. 2025) (appointed interim co-lead counsel); *In re Stanley Steamer Int'l Data Breach Litig.*, No. 2:23-cv-03932 (S.D. Ohio); *Sankar v. Cal. Northstate Univ., LLC*, No. 2:24-cv-00473 (E.D. Cal.); *In re Risas Holdings LLC and Risas Dental Mgmt. LLC Data Breach Litig.*, No. 2:24-cv-00789 (D. Ariz.); *Jimenez Jr. v. OE Fed. Credit Union*, No. 4:24-cv-02746 (N.D. Cal.).

26. In connection with litigating class cases in state and federal courts nationwide, I made it a point to become a permanent member of numerous bars to effectively represent those communities. I am permanently admitted to practice law in the states of New York and New Jersey, as well as the U.S. District Courts for the Eastern, Northern and Southern Districts of New York, District of New Jersey, Northern and Central Districts of Illinois, and the Northern and Eastern Districts of Texas.

27. I have knowledge of the facts and applicable law in the case, including knowledge relevant to Defendant. I have conducted discovery, depositions, class certification briefing and argument, as well as interlocutory appeals in class action cases. My extensive class action experience and data breach knowledge will allow me to effectively and meaningfully contribute to the representation of the Settlement Class.

28. More information about Shamis & Gentile P.A., and its attorneys can be found in the attached Exhibit 2.

Grayson Wells of Stranch, Jennings & Garvey, PLLC

29. Grayson Wells is a partner in Stranch, Jennings & Garvey, PLLC's complex litigation practice group and specializes in data breach and other privacy related class actions. In addition to his legal experience, Mr. Wells brings nearly thirteen years of advanced technical knowledge in cybersecurity, network engineering, and information systems—experience rarely found in attorneys litigating data privacy matters. He holds a Master of Science in Cybersecurity Risk Management and a Bachelor of Science in Computer Science. Before entering the practice of law, Mr. Wells served in the U.S. Air Force, where he managed highly classified network environments for multiple government agencies, including during a deployment to Baghdad, Iraq, in 2006. After his military service, he continued supporting national security efforts as a defense

contractor for U.S. Army Special Forces at Fort Campbell, Kentucky. In the private sector, he worked as a senior engineer for an international law firm and as a senior consulting engineer for a global technology firm.

30. As an attorney, Mr. Wells has substantial experience litigating and resolving data breach class actions across the country. *E.g.*, *Smith v. Findlay Automotive, Inc.*, No. 2:24-cv-01226 (D. Nev.) (appointed co-lead interim class counsel); *Edwards v. Concord Music Grp.*, No. 24C2675 (Tenn. Cir. Ct.); *O'Neal v. Quaker Window Prods.*, No. 24OS-CC-00002 (Mo. Cir. Ct.); *Doe v. SSM & Navvis*, No. 2422-CC-00208 (Mo. Cir. Ct.) (final approval pending for a \$6.5 million settlement); *In re Evolve Bank & Trust Customer Data Sec. Breach Litig.*, No. 2:24-md-03127 (W.D. Tenn.) (final approval pending on a nearly \$12 million settlement); *Lewis v. Mountain View Hosp., LLC*, No. 3:24-cv-00175 (M.D. Tenn.) (settlement worth up to \$4.4 million for more than 400,000 class members); *In re HCA Healthcare, Inc. Data Sec. Litig.*, No. 3:23-cv-00684 (M.D. Tenn.) (preliminary approval granted for a class of approximately 11 million patients); *Weber v. Nat'l Advisors Tr.*, No. 4:24-cv-162 (W.D. Mo.) (\$650,000 settlement for a class of 14,043); *Black v. Smith Trans., Inc.*, No. 2022 GN 3110 (Blair Cnty, Pa. C.P); *In re Am. Addiction Ctrs., Inc. Data Breach Litig.*, No. 3:24-cv-01505 (M.D. Tenn.).

31. Given Mr. Wells' deep technical background, extensive data breach litigation experience, demonstrated leadership abilities, and the institutional resources of his firm, he is more than sufficiently qualified to serve and lead.

32. More information about Stranch, Jennings & Garvey, PLLC, and its attorneys can be found in the attached Exhibit 3.

V. COUNSEL RECOMMENDATION

33. The collective years of experience of proposed Settlement Class Counsel in representing individuals in complex class actions—including data breach and privacy class actions—informed Plaintiffs’ settlement position, and the needs of Plaintiffs and the Settlement Class. While as proposed Settlement Class Counsel, we believe in the merits of the claims brought in this case, we are also aware that a successful outcome is uncertain and would be achieved only after prolonged, arduous litigation with the attendant risk of drawn-out appeals. We have fully investigated the facts and legal claims; reviewed publicly available information; prepared the complaints; conducted informal discovery, and negotiated and reached a Settlement at arm’s length, in good faith, and without collusion. Based upon our collective substantial experience, it is our opinion that the settlement of this matter provides significant relief to the Settlement Class as it is well within the range of other data breach settlements in the relief that it provides and addresses the common types of repercussions sustained by consumers following a data breach and thus warrant the Court’s preliminary approval as the Settlement is fair, reasonable, and adequate.

34. The Settlement was agreed to following adversarial arm’s-length negotiations, in good faith and without collusion, proposed Settlement Class Counsel had full knowledge of the facts, the law, and the inherent risks in the case, and with the active involvement of the Plaintiffs reached a Settlement. After the settlement was reached, the Parties worked diligently to: (i) finalize the settlement documentation, including the Settlement Agreement and accompanying exhibits, and Plaintiffs assented-to Motion for Preliminary Approval with this declaration in support; and (ii) solicit bids and mutually agree on a Settlement Administrator.

35. The Settlement Agreement's terms are designed to address the potential harms caused by the data breach, including by reimbursement for losses, providing credit monitoring where appropriate.

36. This result is particularly favorable given the risks of continued litigation. A settlement today not only avoids the risks of continued litigation, but it also provides benefits to members of the Settlement Class now as opposed to after years of risky litigation.

37. The Settlement Agreement's benefits unquestionably provide a favorable result to the members of the Settlement Class, placing the Settlement Agreement well within the range of possible final approval and satisfying the requirements for preliminary approval; therefore, the Court should grant preliminary approval.

38. Moreover, the proposed Settlement does not favor any Settlement Class member over any other.

39. Additionally, the Notice Program contemplated by the Settlement Agreement meets all due process requirements and provides the best practicable method to reach the Settlement Class Members and is consistent with other class action notice programs that have been approved by various courts for similarly situated matters. The Notices themselves are clear and straightforward. They define the Settlement Class; clearly describe the options available to Settlement Class Members and the deadlines for taking action; describe the essential terms of the Settlement; disclose the requested service award for the Plaintiffs as well as the amount that proposed Settlement Class Counsel intends to seek in fees, costs and expenses; explain procedures for making claims, objections, or requesting exclusion; provide information that will enable Settlement Class Members to calculate their individual recovery; describe the date, time, and place

of the Final Fairness Hearing; and prominently display the address and phone number of Proposed Settlement Class Counsel.

40. The Notice 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, with adequate time to ensure that all Settlement Class Members have adequate time to review the terms of the Settlement Agreement, compile documents supporting their claim, and decide whether they would like to object or opt-out.

41. Based upon our decades of work litigating complex class actions, proposed Settlement Class Counsel asks the Court to grant preliminary approval of the Settlement Agreement and enter the proposed Preliminary Approval Order attached to the Settlement Agreement and filed with this motion.

VI. PLAINTIFFS

42. Plaintiffs have demonstrated that they are well-suited to represent the Settlement Class. They have a genuine personal interest in the outcome of the case; (ii) they selected well-qualified proposed Settlement Class Counsel; (iii) they produced information and documents to proposed Settlement Class Counsel to permit investigation and development of the complaints; (iv) they have been available as needed throughout the litigation; and (v) they have been monitoring the case. The Plaintiffs, like all Settlement Class Members, have been victims of the Data Incident, and thus have common interests with the Settlement Class. Moreover, they have ably represented the Settlement Class, maintaining contact with proposed Settlement Class Counsel, assisting in the investigation of the case, reviewing the material terms of the Settlement Agreement, remaining available for consultation throughout the settlement negotiations and

answering our many questions. Plaintiffs believe the Settlement is favorable to the Settlement Class.

We declare that this has been signed under penalty of perjury of the United States of America that the foregoing is true and correct.

Dated: December 30, 2025

Respectfully submitted,

/s/ Grayson Wells

Grayson Wells (admitted *pro hac vice*)
J. Gerard Stranch, IV (admitted *pro hac vice*)
STRANCH, JENNINGS & GARVEY, PLLC
The Freedom Center
223 Rosa L. Parks Avenue, Suite 200
Nashville, Tennessee 37203
Tel: (615) 254-8801
gstranch@stranchlaw.com
gwells@stranchlaw.com

Leigh S. Montgomery (admitted *pro hac vice*)
**ELLZEY KHERKHER SANFORD
MONTGOMERY, LLP**
4200 Montrose Blvd., Ste. 200
Houston, Texas 77006
Phone: (888) 350-3931
lmontgomery@eksm.com

Leanna A. Loginov (admitted *pro hac vice*)
SHAMIS & GENTILE P.A.
14 NE 1st Ave., Suite 705
Miami, Florida 33132
Tel: (305) 479-2299
lloginov@shamisgentile.com

MARIN BARRETT & MURPHY
Kensley R. Barrett, Esq.
kb@marinbarrettmurphy.com
1000 Chapel View Blvd, Suite 260
Cranston, RI 02920
Tel: (401) 228-8271

Attorneys for Plaintiffs and the Proposed Class

CERTIFICATE OF SERVICE

I hereby certify that the foregoing document was filed on December 30, 2025, via the Court's CM/ECF electronic filing system, which automatically sends notice of such filing to counsel of record.

/s/ Grayson Wells
Grayson Wells

EXHIBIT 1



FIRM RESUME



About the Firm

We Win. Things Change.

EKSM is a high-technology-savvy trial firm, trusted nationwide for delivering exceptional client service and results. With deep experience across complex class actions, data-breach and privacy disputes, cryptocurrency scams, personal injury, and antitrust litigation, we leverage real courtroom experience to pursue justice—no matter where the fight takes us. Our team is built for trial, driven by skilled advocates who navigate evolving digital landscapes and litigate across state lines, ensuring clients receive zealous representation powered by expertise, innovation, and an unwavering commitment to results.

Locations

TEXAS

4200 Montrose St. Suite 200
Houston, TX 77006

ARKANSAS

10800 Financial Centre Pkwy,
Suite 510
Little Rock, AR 72211

(713)-244-6363

contact@eksm.com

Areas of Practice

- Antitrust
- Arbitration
- Business Dispute
- Class Action
- Data Breach & Privacy
- Insurance Recovery
- Labor, Employment, Benefits, & Pension
- Mass Casualty Event
- Mass Tort
- Personal Injury
- Product Liability
- Property Damage
- Qui Tam & False Claims Act
- Shareholder & Securities

Admitted Jurisdictions

Texas • Arkansas • New Mexico • Colorado • Wisconsin • Illinois • Michigan • Louisiana • Ohio
• North Dakota • Oklahoma • California • Massachusetts • Nebraska

Attorney Profiles

Jarrett Lee Ellzey

Partner



Jarrett L. Ellzey is deeply committed to championing the rights of the injured, combating corporate misconduct, and holding wrongdoers accountable. With offices located in Texas and New Mexico, he has stood by plaintiffs in personal injury cases, navigated nationwide consumer class actions, and tackled labor disputes in federal courts across key states like Texas, California, New Mexico, Pennsylvania, New York, Florida, and more.

Jarrett is Board Certified in Civil Trial Law by the Texas Board of Legal Specialization and a member of the esteemed American Board of Trial Advocates. He is admitted to practice in the state jurisdictions of Texas and New Mexico. Jarrett is also admitted to practice before the United States Supreme Court, The Fifth Circuit Court of Appeals, U.S. District Court for the Southern District of Texas, U.S. District Court for the Northern District of Texas, U.S. District Court for the Eastern District of Texas, U.S. District Court for the Western District of Texas, U.S. District Court for the District of Colorado, U.S. District Court for the District of New Mexico, U.S. District Court for the Eastern District of Wisconsin, U.S. District Court for the Central District of Illinois, and U.S. Bankruptcy Court for the District of New Mexico.

Jarrett boasts a remarkable record of trying a high volume of diverse cases, including securing an eight-figure verdict in only his second jury trial and notching over \$23 million in verdicts during a successful five-year period. His work in a high-stakes commercial real estate dispute earned him recognition in the Texas Verdict Hall of Fame and showcased his prowess in navigating complex legal terrain.

Jarrett has extensive class action litigation experience, including in class certification briefing, trial and appeal. *See e.g.* Case No. 3:18-cv-00990, *Mattson v. New Penn Financial, LLC* (D. Or.), on appeal at 2023 WL 2624783 (9th Cir. March 23, 2023) (vacating denial of class certification and remanding); *see also* Case No. 2:18-cv-04752, *Williams v. The Pisa Group, Inc.* (E.D. Pa.) (certifying TCPA class). Mr. Ellzey has been appointed class counsel in a number of class actions under consumer protection statutes. *See, e.g., Williams v. The Pisa Group, Inc.* Case No. 2:18-cv-04752 (E.D. Pa. Jan. 19, 2024); *Buchanan v. SiriusXM, Inc.*, Case No. 3:17-cv-000728-D (N.D. Tex. Jan. 28, 2020); *Justin Mark Boise v. ACE American Ins. Co.*; Case No. 1:15-cv-21264 (S.D. Fla. Oct. 18, 2017) (TCPA); *Matthew Scott Robinson v. Paramount Equity Mortgage, LLC*; Case

No. 2:14-cv-02359-TLN-CKD (E.D. Cal. July 13, 2017); *Teofilo Vasco, et al. v. Power Home Remodeling Group LLC*; Case No. 2:15-cv-04623 (E.D. Pa. Oct. 12, 2016); *John Colin Suttles, et al. v. Specialty Graphics, Inc.*; Case No. 1:14-cv-00505 (W.D. Tex. April 25, 2016); *Ludette Crisler, et al. v. Audi AG, Volkswagen AG, et al.*, Case No. 2:11-cv-01719 (C.D. Cal. Oct. 30, 2013); *Gretchen Patch, et al. v. Millennium Products, Inc.*, Case No. BC448347 (Superior Court of California, Los Angeles County, April 3, 2012).

Jarrett has also worked on data breach class actions as local counsel, including Cause No. 2021-61470; *Arthur Dekenipp, v. Gastroenterology Consultants, P.A.* (Harris County, Texas); Cause No. 5:23-cv-607; *Jose Gonzalez v. Our Lady of the Lake University* (W.D. Tex.); Cause No. 2023-CI11856; *Jose Gonzalez, v. Our Lady of the Lake University* (Bexar County, Texas); Cause No. 2023-CI07981; *Ana Vasquez v Our Lady of the Lake University* (Bexar County, Texas); Case No. 1:23-cv-5; *Thomas Graham, v Bay Bridge Administrators, LLC* (W.D. Tex.); Cause No. 1:23-cv-022-LY; *Kurt Phillips v Bay Bridge Administrators, LLC* (W.D. Tex.); Cause No. 22-DCV-298917; *Cody Janssen and Alline Henderson, v Oakbend Medical Center* (Bexar County, Texas). Cause No. 2021-84322; *Cliff Lee v. Texas Ear, Nose, & Throat Specialists, PLLC* (Harris County, Texas); Case No. 7:23-cv-00174-DC-RCG; *Brian Morrow, v. West Texas Gas, Inc.* (W.D. Tex.); Cause No. DC-22-04755; *Dawn Taylor v JDC Healthcare Management, LLC* (Dallas, County, Texas).

Tom Kherkher

Partner



Tom Kherkher is the Founding Attorney of The Kherkher Law Firm and an Associate Attorney of Kherkher Garcia. He is doing what he loves everyday – fighting against injustice.

Before becoming a lawyer, Tom attended college at the University of California Santa Barbara, where he obtained his degree in a quick two and a half years. He then studied law at South Texas College of Law and graduated cum laude, again graduating in only two and a half years.

After graduating from law school and passing the Texas bar, Tom immediately founded his own law firm in Houston, Texas. He opened his law firm to fight for people and bring them justice. Tom explains, “The legal system is a place where I can make a real difference. Where I can give the little guy a voice. Where I can hold mega-corporations accountable for valuing profits over people.” At EKSM, Tom and his staff work tirelessly and passionately to recover damages for individuals who have suffered from the negligence of others. Attorney Tom holds responsible parties accountable.

Hard work and persistence are attributes that helped Tom achieve success in and out of the legal profession. His successes are clear in the wins that he has had for his clients. Tom explains, “We

have an outstanding track record of success here. We are willing to take on the biggest and most complex cases. No matter how difficult the case, we will persist and work all avenues of attack throughout the entire legal process from start to finish. We strive for excellence in every aspect, and we do not hesitate to take cases to trial when needed.”

Tom Kherkher is licensed to practice law in U.S. Southern District of Texas and all courts of the State of Texas and Louisiana.

Josh Sanford

Partner



Josh Sanford practices almost exclusively in employment litigation, focusing on wage-and-hour law. This includes trial work in cases arising under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964 and the Equal Pay Act. Josh was voted “Best Attorney” (tie) in a readers’ poll published by The Courier in Russellville, AR. Josh has served as the president of the Pope County Bar Association. In addition, Josh has been a member of the American, Arkansas and Pope County Bar Associations, the Arkansas Trial Lawyers Association, the National Employment Lawyers Association, the Russellville Kiwanis Club, and the Russellville Chamber of Commerce.

Josh has served as class counsel in several cases which the presiding Courts granted motions to proceed as a Rule 23 class: *Bonton v. Centerfold Entertainment Club, Inc.*, No. 6:14-CV-6074-RTD (W.D. Ark.); *Oliva v. C.L.A. Incorporated*, 4:12-CV-243 (E.D. Ark.); and *Sherri Dandison, et al. v. Hanks Furniture, Inc.*, 4:15-62-DPM.

Josh has experience litigating FLSA matters in the following cases: *Samuel Rorie v. Woodstone Craft Pizza*, Case No. 5:20-cv-05106-TLB (W.D. Ark); *Wesley Kelley v. Invacor Solutions*, Case No. 4:20-cv-02013 (S.D. Tex); *Lashanna Girtmon v. Vera Lloyd Presbyterian Family Services*, Case No. 4:20-cv-00762-DPM (E.D. Ark); *Carol Lehmkuhl v. Travel Nurse Across America*, Case No. 4:20-cv-00518-DPM (E.D. Ark); *Vicki Causey v. Bank OZK*, Case No. 4:20-cv-00687-DPM (E.D. Ark); *Cecilia Baker v. Summit Community Care*, Case No. 4:20-cv-00508-KGB (E.D. Ark); *Edward Ward v. Liberty Oilfield Services*, Case No. 5:20-cv-00531-OLG (W.D. Tex); *Daniel Soto v. Marquez Construction and Maintenance*, Case No. 7:20-cv-00101-DC-RCG (W.D. Tex); *William Fingerhut v. Pradco Outdoor Brands*, Case No. 2:20-cv-02062-PKH (W.D. Ark); *Kneuss (Laurie) v. Aces LLC*, Case No. 2:20-cv-00773-MHH (N.D. Ala); *Harris (Nelson) v. Ratner Steel*, Case No. 3:20-cv-00112-KGB (E.D. Ark); *Thomas Clark v. Southwest Energy*, Case No. 4:20-cv-00475-KGB (E.D. Ark); *Calvin Collins v. Pel-State Services*, Case No. 7:20-cv-00083-DC-RCG (W.D. Tex); *Amy Williams v. Coryell County Memorial Health Authority*, Case No. 6:20-cv-00223-ADA (W.D. Tex); *Andres Leal v. Cobb, Fendley & Associates, Inc.*, Case No. 5:20-cv-00372-OLG (W.D. Tex); *Kametric Burley v. Central Arkansas Area Agency on Aging*, Case No.

4:20-cv-00226-DPM (E.D. Ark); *Holmes (Roy) v. Stetson Courier*, Case No. 4:20-cv-00191-DPM (E.D. Ark); *Brigid Lewis v. Shine Solar LLC*, Case No. 5:20-cv-05038-ELW (W.D. Ark); *Chad McCann v. CCI Contractors*, Case No. 4:20-cv-00184z (E.D. Ark); *Kevin Simmons v. Arkansas Blue Cross and Blue Shield*, Case No. 4:20-cv-00137-KGB (E.D. Ark); *Queen Watson v. Patient Matters LLC*, Case No. 3:20-cv-00050-JM (E.D. Ark); *Nikki Vanhorn v. Community Builders Inc.*, Case No. 4:20-cv-00118-DPM (E.D. Ark); *Rebekah Fleming v. Tanner's Neighborhood Bar and Grille*, Case No. 6:20-cv-06010-RTD (W.D. Ark); *Tyler Wolfe v. Affordable Rooter Service*, Case No. 4:20-cv-00156-LPR (E.D. Ark); *Johnathan Yasevich v. The Heritage Company*, Case No. 3:20-cv-00019-KGB (E.D. Ark); *Toquata Tappin v. Servicemaster Twin Cities*, Case No. 4:19-cv-00912-JM (E.D. Ark); *Crystal Daniels v. Quapaw Bath and Spa*, Case No. 6:19-cv-06149-RTD (W.D. Ark); *William Hallman v. Peco Foods*, Case No. 3:19-cv-00368-DPM (E.D. Ark); *Stephanie Withrow v. Vantage Point Behavioral Health*, Case No. 5:19-cv-05220-TLB (W.D. Ark); *Demarius Roberts v. Rreaf Residential*, Case No. 4:19-cv-00812-KGB (E.D. Ark); *Kimberly Dunlap v. Flash Market*, Case No. 4:20-cv-00005-BSM (E.D. Ark); *Leroy Botello v. Mission Cycle Sports*, Case No. 5:19-cv-01348-OLG (W.D. Tex); *Jamie Thomas v. Viskase*, Case No. 3:19-cv-00330-DPM (E.D. Ark); *Bianica Godwin v. KMAC*, Case No. 1:19-cv-01055-SOH (W.D. Ark); *Holly Treadway & Christian Manna v. Cash Savers*, Case No. 3:19-cv-00321-DPM (E.D. Ark); *Will Heslip v. Nixon Engineering*, Case No. 5:19-cv-01327-XR (W.D. Tex); *Stephanie Dollar v. Kirin Garden*, Case No. 4:19-cv-00730-LPR (E.D. Ark); *Brandon Dean v. Bradford Estates, LLC*, Case No. 4:19-cv-00748-BSM (E.D. Ark); *Trace Pate v. Jones Land Leveling*, Case No. 3:19-cv-00280-DPM (E.D. Ark); *Michael Mitchell v. Brown's Moving and Storage*, Case No. 4:19-cv-00783-LPR (E.D. Ark); *Anthony Woods v. Cenikor Foundation*, Case No. 22-20434 (S.D. Tex); *Cheryl Bolden v. Sharon Callahan-Hair Tech Studios*, Case No. 4:19-cv-00802-KGB (E.D. Ark); *Sonobia Parker v. Tenaris Hickman*, Case No. 3:20-cv-00005-DPM (E.D. Ark); *Daniel Ybarra v. Mulder Fire Protection, Inc.*, Case No. 5:19-cv-01302-JKP-RBF (W.D. Tex); *Edward Dennis v. Diamond Pet Foods*, Case No. 5:19-cv-00296-LPR, (E.D. Ark); *Marcus Munoz v. Ironclad Energy, LLC*, Case No. 5:19-cv-01251-DAE (W.D. Tex); *David Salmon v. XTO Energy*, Case No. 4:19-cv-00768-BSM (E.D. Ark); *Felisha Peel v. Independent Choices*, Case No. 4:19-cv-00795-BSM (E.D. Ark); *Teresa Wisneski v. Belmont Management*, Case No. 2:19-cv-02523-JAR-ADM (D. Kan); *Justin Craven v. Neeley's Towing and Recovery*, Case No. 4:19-cv-04115-SOH (W.D. Ark); *Kimillia Carswell v. Travel Inn of Hazen*, Case No. 4:19-cv-00612-LPR (E.D. Ark); *James Ewing v. Pizza Czar, Inc.*, Case No. 3:19-cv-00232-LPR (E.D. Ark); *Bonnie Norman v. Independent Case Management*, Case No. 4:20-cv-00492-DPM (E.D. Ark); *Charles Meyers v. Hughes Group*, Case No. 4:19-cv-00806-KGB (E.D. Ark); *Randal Huff v. Preferred Family Healthcare, Incorporated*, Case No. 3:19-cv-00193-BSM (E.D. Ark); *Nathan Andrews v. Producers Service Corp*, Case No. 2:19-cv-02514-EAS-KAJ (S.D. Oh); *John Newsome v. QES Pressure Control, LLC*, Case No. 7:19-cv-00150-DC-RCG (W.D. Tex); *Albert Rodriguez v. Superior Real Estate Solutions, LLC*, Case No. 4:19-cv-00405-DPM (E.D. Ark); *Brent Wall v. Signal Hill Virtual Inspection Solutions*, Case No. 4:19-cv-00465-BSM (E.D. Ark); *Joshua Doss v. Custom Auto Service*, Case No. 4:19-cv-00296-KGB (E.D. Ark); *Jennifer Boone v. Marc Campbell Enterprises, Inc*, Case No. 4:19-cv-00271-LPR (E.D. Ark); *Robert Smart v. City of Hughes*, Case No. 2:19-cv-00047-KGB (E.D. Ark); *Tammy Carden v. The Logan Center*, Case No. 3:19-cv-00167-DPM (E.D. Ark); *David Brown v. Trinity Multifamily*, Case No. 4:19-cv-00617-LPR (E.D. Ark); *Jonathan Esparsen v. Ridley's Family Market*, Case No. 1:18-cv-01556-

RM-GPG (D. Col); *Louis Sheffield v. Stewart Builders*, Case No. 4:19-cv-01030 (S.D. Tex); *Terry Cothorn vs. Reynolds Manufacturing*, Case No. 1:19-cv-03064 (N.D. Ill); *Sean Harrison vs. Dynasty Taxi Service*, Case No. 5:19-cv-05025-TLB (W.D. Ark); *Jonathan Jones v. Jhook Investments, Inc.*, Case No. 4:19-cv-00105-BSM (E.D. Ark); *Evanjelina Rodriguez vs. George's Poultry*, Case No. 5:19-cv-05035-ELW (W.D. Ark); *Donald Adkinson v. Tiger Eye Pizza, LLC and Ken Schroepfer*, Case No. 4:19-cv-04007-SOH (W.D. Ark); *Vincent Ross vs. Magnolia Flooring Mill*, Case No. 1:18-cv-01075-SOH (W.D. Ark); *Kasey Fox vs. TTEC*, Case No. 4:19-cv-00037-KGB (E.D. Ark); *Tiara Turner vs. Concentrix Corporation*, Case No. 1:18-cv-01072-SOH (W.D. Ark); *Norris Allen (NC) v. Express Courier*, Case No. 4:20-cv-00198 (S.D. Tex); *George Brandon, (SC) v. Express Courier*, Case No. 4:20-cv-00455 (S.D. Tex); *Carol Arroyo (TX) v. Express Courier*, Case No. 4:18-cv-00010 (S.D. Tex); *Paige Acklin (TN) v. Express Courier*, Case No. 4:20-cv-00162 (S.D. Tex); *Kevin Marshall (FL) v. Express Courier*, Case No. 4:20-cv-00796 (S.D. Tex); *Amanda Ryte (GA) v. Express Courier*, Case No. 4:20-cv-00238 (S.D. Tex); *David Bell (KY) v. Express Courier*, Case No. 4:20-cv-00184 (S.D. Tex); *Hansel Carter v. Express Courier (LA)*, Case No. 4:19-cv-01124 (S.D. Tex); *Frank Barber (MO) v. Express Courier*, Case No. 4:20-cv-00271 (S.D. Tex); *Anthony Campbell (MS) v. Express Courier*, Case No. 4:20-cv-00713 (S.D. Tex); *Willie Nicks (OK) v. Express Courier*, Case No. 4:20-cv-00250 (S.D. Tex); *Jessie Bascomb (AL) v. Express Courier*, Case No. 4:20-cv-00420 (S.D. Tex); *Martin Barnette (AR) v. Express Courier*, Case No. 4:20-cv-00210 (S.D. Tex); *Juan Segovia v. Fuelco Energy, LLC*, Case No. 5:17-cv-01246-JKP (W.D. Tex); *Jesus Casarez v. Producers Service Corp*, Case No. 23-3247 (S.D. Ohi); *Vanessa York v. Velox Express*, Case No. 3:19-cv-00092-RGJ-CHL (W.D. Ken); *Craig Coates v. Dassault Falcon Jet*, Case No. 4:17-cv-00372-BSM (E.D. Ark); *Christopher Huey v. Trinity Multifamily*, Case No. 4:20-cv-00685-LPR (E.D. Ark); *Amy Robbins vs. Arkansas Aggregate*, Case No. 4:19-cv-00093-JJV (E.D. Ark); *Ian Dolphin vs. Two Men and a Truck*, Case No. 4:18-cv-00810-PSH (E.D. Ark); *Cynthia Galigher v. NEO Cabinets Inc*, Case No. 2:20-cv-02140-PKH (W.D. Ark); *Dana Dahl v. Bay Power*, Case No. 4:20-cv-07062-HSG (N.D. Tex); *Ethan Autrey v. Harrigan Lumber Co., Inc.*, Case No. 1:20-cv-00572-WS-MU (S.D. Ala); *Nukol Bailey v. Care Above All Care*, Case No. 4:20-cv-01058-KGB (E.D. Ark); *Sheila McCoy v. Elkhart Products Corporation*, Case No. 5:20-cv-05176-PKH (W.D. Ark); *John King v. Rockline Industries*, Case No. 2:20-cv-02188-PKH (W.D. Ark); *Teresa Tenorio v. Coast to Coast Carports*, Case No. 2:20-cv-02193-PKH (W.D. Ark); *Rene Castillo v. ISEC, Inc.*, Case No. 5:20-cv-01269-FB (W.D. Tex); *Dietrick Greenlaw v. B&M Management*, Case No. 4:20-cv-01286-DPM (E.D. Ark); *Anthony Hogan v. Hot Springs Nursing and Rehabilitation*, Case No. 6:20-cv-06130-RTD (W.D. Ark); *Brandon Ware v. Shake Shack*, Case No. 1:20-cv-07071 (N.D. Ill) *Mattie Powell v. French Quarter*, Case No. 6:20-cv-06145-SOH (W.D. Ark); *Dusty Morton v. Acorn Forestry*, Case No. 9:20-cv-00245-MJT (E.D. Tex); *Patrick Latronico v. VK Knowlton Construction*, Case No. 5:20-cv-01474-XR (W.D. Tex); *Charlotte Mahoney v. CHI Health*, Case No. 8:21-cv-00023-JFB-MDN (D. Nev); *William Quinn v. Spirit Manufacturing Inc*, Case No. 3:21-cv-00031-BSM (E.D. Ark); *Samantha Butler v. Superior Towing, Inc.*, Case No. 1:21-cv-00659 (N.D. Ill); *Michael Troxel v. Gunite Pros LLC*, Case No. 1:21-cv-00057-WS-N (S.D. Ala); *Jana Szarka v. Culver's*, Case No. 1:21-cv-0084 (N.D. Ill); *Christopher Looney v. Weco, Inc.*, Case No. 4:21-cv-00165-KGB (E.D. Ark); *Charles Wilks v. Faulkner County Sheriff's Department*, Case No. 4:21-cv-00163-KG (E.D. Ark); *Carlos Tremols v. Juan Barcenas Insurance and Financial*, Case No. 5:21-cv-05057-PKH (W.D. Ark); *Shawn Smith v. Premier Utilities and*

Drilling, Case No. 4:21-cv-00232-DP (E.D. Ark); *Misty Farmer v. Boone County Independent Living, Inc.*, Case No. 3:21-cv-03027-TLB (W.D. Ark); *Christopher Church v. Cerro Wire LLC.*, Case No. 5:21-cv-00988-HNJ (N.D. Ala); *Patricia Stewart v. Ashley Furniture and/or Red Mountain Retail Inc.*, Case No. 2:21-cv-00989-AKK (N.D. Ala); *Caralyn Friedly v. Union Bank & Trust Co.*, Case No. 4:21-cv-03105-JMG-CRZ (D. Neb); *Sharonna Parker v. Coast to Coast Carports*, Case No. 2:21-cv-02110-PKH (W.D. Ark); *Daniel Loeb sack v. Dufresne Spencer Group, LLC.*, Case No. 4:21-cv-01884 (S.D. Tex); *Danny Calloway v. Boyne Resorts*, Case No. 1:21-cv-00521-JMB-SJB (W.D. Mic); *Stacy Wihebrink v. Life Strategies Counseling*, Case No. 4:21-cv-00573-DPM (E.D. Ark); *Donna Allshouse v. The Joshua Agency*, Case No. 1:21-cv-01032-SOH (W.D. Ark); *Alisa Park v. B & M Management*, Case No. 2:21-cv-00509-MHT-KFP (M.D. Ala); *David Hortsman v. Ozinga Bros, Inc.*, Case No. 1:21-cv-04264 (N.D. Ill); *Edith Stanfield v. Lasalle Corrections*, Case No. 2:21-cv-01535-DJH (D. Ari); *Evan Tellor v. KMac Enterprises*, Case No. 1:21-cv-00110-ACL (E.D. Mis); *Michelle Hanus v. Harting, Inc.*, Case No. 1:21-cv-05289 (N.D. Ill); *Harvie Johnson v. Driven Brands Shared Services*, Case No. 2:21-cv-02144-PKH (W.D. Ark); *Hope Ivey v. Royal BP Corp*, Case No. 5:21-cv-00367-TES (M.D. Geo); *Michael Hames v. Stetson Courier*, Case No. 3:21-cv-00218-KGB (E.D. Ark); *John Norvell v. Dedman's Sanitation*, Case No. 3:21-cv-00233-KGB (E.D. Ark); *Jack Daniel v. Pacific NW, LLC*, Case No. 2:21-cv-02187-MTL (D. Ari); *Landon Taunton v. Korens USA*, Case No. 3:21-cv-00844-ECM-SMD (M.D. Ala); *Cayla Jackson v. Prairie County Sheriff's Office*, Case No. 4:22-cv-00093-JM (E.D. Ark); *Kayla Pike v. GRKSTL Transportation Inc.*, Case No. 4:22-cv-04018-SOH (W.D. Ark); *Tierra Land v. Centerfold*, Case No. 6:21-cv-06153-SOH (W.D. Ark); *Kim Massey v. Jenkins Industries*, Case No. 4:22-cv-00148-KGB (E.D. Ark); *Chris Mills v. Rocky Mountain Concrete Specialists*, Case No. 1:22-cv-00396 (D. Col); *Oscar Moreno Briz v. Protrans International, Inc.*, Case No. 7:22-cv-00144 (S.D. Tex); *Andrea Guynes v. Lakeside Community Committee*, Case No. 1:22-cv-00784 (N.D. Ill); *Alexa Andrade Acuna v. Visionquest*, Case No. 4:22-cv-00166-EJM (D. Ari); *Hamonn Pratt v. SC Realty Services*, Case No. 4:22-cv-00286-KGB (E.D. Ark); *Taylor Philo v. Degler Enterprise*, Case No. 5:22-cv-00240-BO-RJ (E.D. N.C.); *John Knight v. Sierra Tucson LLC*, Case No. 2:22-cv-00737-CDB (D. Ari); *Mark Carman v. Portsmouth Redevelopment and Housing Authority*, Case No. 2:22-cv-00313-AWA-RJK (E.D. Vir); *Theresa Smith v. Felder Services LLC*, Case No. 1:22-cv-00120-JB-B (S.D. Ala); *Rockell Bogan v. Ashley Health and Rehab*, Case No. 5:22-cv-05096-TLB (W.D. Ark); *Tynika Munn v. Sweetie Boy Transportation, LLC*, Case No. 3:22-cv-00512-REP (E.D. Vir); *Josephine Havey v. The Countertop Factory Southwest*, Case No. 4:22-cv-00242-SHR (D. Ari); *Taiwan Wallace v. Evergreen Packaging*, Case No. 4:22-cv-00337-KGB (E.D. Ark); *Allan Carson v. Peco Foods*, Case No. 3:22-cv-00113-KGB (E.D. Ark); *Ileana Medina v. Wild Thing LLC*, Case No. 1:22-cv-03546 (N.D. Ill); *Tony Manzo v. Engrained Cabinetry and Countertops*, Case No. 3:22-cv-08081-JJT (D. Ari); *Ine Nweke v. Aster Health Group Inc.*, Case No. 1:22-cv-02410 (N.D. Ill); *Dustin Hyde v. 316 Towing & Road Service Inc.*, Case No. 2:22-cv-00103-RWS (N.D. Geo); *Matthew Williams v. Nomad, LLC*, Case No. 1:22-cv-03544 (N.D. Ill); *Sarah Donica v. True Star Capital LLC*, Case No. 7:22-cv-00173-DC-RCG (W.D. Tex); *Seth Terry v. B&H Enterprises*, Case No. 6:22-cv-1668-AA (D. Ore); *William Fuelberth v. Godfather's Pizza*, Case No. 8:22-cv-00195-SMB(D. Neb); *John Monroe v. Clowers Enterprises Inc.*, Case No. 6:22-cv-06094-SOH (W.D. Ark);

Edwin Tarley Jr v. Environmental Specialist International Inc., Case No. 4:22-cv-00116-M-RJ (E.D.N.C.); *Nicholas Washington v. Pipeline Jetstream*, Case No. 5:22-cv-05165-TLB (W.D. Ark); *Joseph Weinman v. Spectrum Paint Company, Inc.*, Case No. 4:22-cv-00857-DPM (E.D. Ark); *DeShanta Brewster v. Mission Point Healthcare Services*, Case No. 2:22-cv-12220-MFL-KGA (E.D. Mic); *Marquez Miller v. Razors Edge Pizza, Incorporated*, Case No. 4:22-cv-00722-DPM (E.D. Ark); *Elander Woodall v. Evergreen Packaging*, Case No. 1:23-cv-00459 (N.D. Ill); *Iman Anderson v. Imani Lounge, LLC*, Case No. 1:22-cv-00652-KFP (M.D. Ala).

Leigh S. Montgomery *Partner*



Leigh S. Montgomery has over sixteen years of plaintiff's litigation and trial experience, including substantial experience in the class action and appellate contexts. She is a founding member of EKSM, LLP and co-leads the litigation section of the firm. She is a founding member of EKSM and co-lead of the litigation team, along with Mr. Ellzey.

Leigh has extensive class action litigation experience, including in class certification briefing, trial and appeal. *See e.g.* Case No. 3:18-cv-00990, *Mattson v. New Penn Financial, LLC* (D. Or.), on appeal at 2023 WL 2624783 (9th Cir. March 23, 2023) (vacating denial of class certification and remanding); *see also* Case No. 2:18-cv-04752, *Williams v. The Pisa Group, Inc.* (E.D. Pa.) (certifying TCPA class).

Recently, as counsel for the State of Texas in a case brought under the Texas Medicaid Fraud Prevention Act, Ms. Montgomery participated and assisted in recovering \$40 million for the State of Texas after eleven years of litigation. Ms. Montgomery was a key litigator in the matter, handling major discovery hearings and dispositive motion briefing crucial to concluding the settlement.

Ms. Montgomery has experience litigating data breach matters in the following cases: *Elwon Mathavongsy v. TRC Staffing Services, Inc. dba TRC Talent Solutions*, Case No. 1:24-cv-02483 (N.D. Ga.); *Tyler Blankenship v. Leonard's Express, Inc.*, Case No. 1:24-cv-00618 (W.D. N.Y.); *Clayton v. PruittHealth, Inc.*, Case No. 1:24-cv-02960 (N.D. Ga.); *Melissa MicSak v. Call 4 Health, Inc.*, Case No. 9:24-cv-80870 (S.D. Fla.); *Sean Barbery v. M&M Transport*, Case No. 1:24-cv-12042 (D. Mass.); *Antonio Valle, et al. v. First Commonwealth Federal Credit Union*, Case No. 2024-C-2893 (Lehigh County, PA); *James Bertsch, et al. v. Pocahontas Medical Clinic, PA*, Case No. 61CV-24-103 (Randolph County, AR); *Lataniya Frazier v. Baptist Health Medical Center*, Case No. 60CV-24-8301 (Pulaski County, AR); *Robert Dapello v. Riverside Resort & Casino*, Case No. 2:24-cv-01732 (D. Nev.); *Haskins v. Stillwater Mining Company*, Case No. DV-48-2024-0000061 (Stillwater County, MT); *Harris v. ERLC, LLC dba Elitecare Emergency Hospital*, Case No. 24-cv-1622 (Galveston County, TX); *William Moore v. Johnson & Wales*



University, Case No. 1:24-cv-00409 (D. R.I.); *William Adams et al. v. Family Health Center*, Consolidated Case No. 2024-0404-NO (Kalamazoo County, Michigan); *Chris Anderson as next friend of Joyner Anderson Baker v. Brockton Area Multi Services, Inc.*, Case No. 1:24-cv-11607 (D. Mass.); *Jacob Baggett v. State University of New York At Niagara et al.*, Case No. 1:24-cv-00645 (W.D. New York); *Michael Bodem v. Justice Resource Institute, Inc.*, Consolidated Case No. 1:24-cv-11856 (D. Mass.); *Guchait et al. v. Momin & Momin, PLLC*, Case No. 24-DCV-322363 (Ft. Bend County, TX); *Fares et al. v. C.K.S. Packaging, Inc.*, Case No. 1:24-cv-04586 (N.D. GA); *Michael Harrison et al. v. PECO Foods, Inc.*, Consolidated Case No. 7:24-cv-01034 (N.D. AL); *Chris Kidder v. American Addiction Centers, Inc.*, Case No. 3-25-cv-00032 (Middle D TN); *Eduardo Guillen v. Akumin Operating Corp., f/k/a Akumin Corp.*, Case No. 0:25-cv-60088 (S.D. Fla.); *Danella Claytor v. TECTA America Corp.*, Case No. 1:25-cv-00525 (N.D. IL); *Alberta Ruiz v. Stiizy, Inc.*, Case No. 25STCV01549 (Superior Court CA).

Ms. Montgomery has been appointed a leadership role in the following data security cases: *Atlantic Orthopaedic Specialists*, Case No. 2:24-cv-00696, (E.D. VA); *LaTisha Smalls et al, v Bon Securs Mercy Health, Inc.*, Case No.1:24-cv-594, (S.D. OH); *Ted Christensen et al., v American Association of Colleges of Osteopathic Medicine d/b/a AACOM*, Case No. 8:25-cv-01239, (District of MD); *William Matiesak et al. v Mystic Valley Elder Services, Inc.* Case No. 2481CV02873, (Commonwealth of Massachusetts); *In Re Lighthouse Electric Company Data Breach Litigation*, Case No. 2:25-cv-00362, (W.D. PA); *Matthew Egner et al., v Goodwill Industries of Southwest Oklahoma and North Texas, Inc.*, Case No. CJ-2025-189; (District Court of Comanche County, State of Oklahoma); *In re Heritage South Credit Union Data Breach Litigation*, Case No. 61-CV-2025-900175.00, (Circuit Court for Talladega County, AL); *Trevor Burge, et al v. Mason Construction, LLC*, Cause No. 24-DC-CV-2053 (District Court of Jefferson County, State of Texas).

Outside of the data breach context, Ms. Montgomery has an active nationwide wage and hour and class action practice. She has served as counsel in class actions matters from the filing of the complaint to final approval of the settlement, including briefing and arguing class certification. *See, e.g., Heath et al. v. TFS Dining, LLC, et al*; Case No. 1:20-cv-899 (W.D. Tex.) (obtaining summary judgment on employee status and a final judgment on all damages after a jury trial); *Manasco et al. v Best in Town. d/b/a The Furnace et al*; Case No.: 2-21-cv-00381 (N.D. AL) (Partial summary judgment on major liability issues); *Johnson et al. v. Houston, LP, LLC, et al.*; Case No.: 4:20-cv-00663 (S.D. TX)(Summary Judgment on issue of employee misclassification and affirmative defenses, and fees awarded); *Garcia et al. v Toezpecunia, Inc*; Case No. 6:22-cv-00639, (D. Or.)(Summary judgment on all major liability issues, including willfulness determination).

Benjamin Eisner

Associate Attorney



Benjamin Eisner practices Class Action litigation, primarily regarding Data Breaches, especially violations of HIPAA, HITECH, and failure to comply with FTC Guidelines. Prior to joining EKSM Benjamin worked as an Assistant Briefing Attorney for Criminal Defense Appeals, where he gained a deep understanding of analyzing statutes for violations that have major repercussions for individuals. As one of EKSM's drafting attorneys Benjamin will apply his ability to analyze statutory violations by business entities in being able to bring justice and compensation to our clients.

After graduating from the University of Alabama in 2015 Benjamin made his way back to Houston and graduated from South Texas College of Law – Houston in 2024. Joining EKSM in 2025 after finishing a Legal Fellowship for The Randall O. Sorrels Legal Clinics. During his time at South Texas, he became a Certified Mediator in Texas, and excelled in IRS negotiations and settlements as part of the Low-Income Tax Clinic.

Through his various experiences and background Benjamin brings a well-rounded and robust knowledge of various aspects of the law to EKSM.

Vanessa Kinney

Associate Attorney



Vanessa Kinney has focused her practice primarily in employment law. Mrs. Kinney's wage and hour experience dates back to 2010, and she has experience in wage and hour cases from the inception of cases to trial, and all the way through the appeals process.

During her undergraduate years at the University of Arkansas, Mrs. Kinney excelled in her studies and was Brandon Burlsworth Memorial Scholarship recipient and magna *cum laude* graduate of the University of Arkansas' J. William Fulbright College of Arts and Sciences. While attending law school, Mrs. Kinney was the recipient of two further scholarships: the Shackleford Scholarship and the Harper and Mary Boyer Harb Scholarship.

Mrs. Kinney went on to graduate 8th in her class in 2007 from the University of Arkansas at Little Rock William H. Bowen School of Law. There, Mrs. Kinney was a member of

the *University of Arkansas at Little Rock Law Review*, and in the winter of 2006, the review published her article, “The Path Leads to Nowhere: The Supreme Court Re-examines the Trek Through the Political Thicket: *Vieth v. Jubelirer*, 541 U.S. 267 (2004), 28 UALR Law Rev. 251.”

Rebecca Matlock

Associate Attorney



Rebecca Matlock practices employment law litigation, primarily regarding the application of the Fair Labor Standards Act but also in the application of various state wage statutes including the Arkansas Minimum Wage Act and the Illinois Minimum Wage Law. Rebecca has experience in all types of labor law cases, including misclassification, minimum wage and overtime violations, tip credit violations, and “off-the-clock” violations. As one of EKSM’s drafting attorneys, Rebecca has developed knowledge in many of the technical applications and integrations of the FLSA and various labor laws.

Rebecca graduated from the UALR William H. Bowen School of Law in 2015 and joined the Sanford Law Firm the same year. At Bowen, she served as Executive Editor of the *UALR Law Review*, which published her article, “CONSTITUTIONAL LAW—Fifth Amendment and Takings—Courts and the Judicial Process Will Impede Orderly City Development by Limiting Local Governments’ Use of Exactions in Development Planning. *Koontz v. St. Johns River Water Management District*, 133 S. Ct. 2586 (2013),” in Spring 2015.

As an undergraduate at Baylor University, Rebecca majored in News Editorial Journalism with minors in English and Religion. She wrote for the University newspaper, *The Lariat*, and worked as a teaching assistant in the English Department.

Sean Short

Associate Attorney



Sean Short is a Little Rock native who practices primarily in employment law. He studied finance and accounting at Boston University. Before attending law school, Mr. Short has worked in New York City for a financial services firm. As a law student, he completed a clerkship in Washington, D.C. with the Department of Justice's Federal Tort Claims Act Section. Prior to joining EKSM, Sean worked in Bangkok, Thailand for a leading international law firm and a multi-national software development company.

Anna Stiritz
Associate Attorney



Anna Stiritz is a talented veteran of evaluating employment law claims. Mrs. Stiritz has worked exclusively with our intakes department evaluating plaintiffs' data breach violations and employment claims. Prior to becoming a lawyer, Mrs. Stiritz graduated cum laude from Wheaton College with a B.A. in English. Later, Mrs. Stiritz went on to graduate from University of Arkansas at Little Rock Bowen School of Law.

John Kristensen
Of Counsel



John Kristensen is Of Counsel at EKSM. He is an attorney licensed to practice before all Courts in the States of California and Massachusetts, and the founding partner at Kristensen Law Group.

Mr. Kristensen has offices in California and Massachusetts. He is an attorney licensed to practice in the States of California and Massachusetts. Mr. Kristensen is admitted to practice before the United States District Court for the Northern, Eastern, Southern, Central Districts of California, the United States District Court for the District of Colorado, the United States District Courts for the Eastern and Western District of Wisconsin, the District of Massachusetts, and the United States District Court for the District of Columbia, as well as the Seventh and Ninth Circuit Courts of Appeal.



Mr. Kristensen has tried multiple employment litigation cases, including against exotic dance clubs, and wrongful death trials wherein I have obtained numerous million-dollar settlements. He, along with EKSM attorneys, have also handled many matters in arbitration through final hearing.

Mr. Kristensen has litigated cases against NBC, Enterprise Rent-A-Car, Spearmint Rhino, Ford Motor Company, Toyota Motor Company, General Motors, Taco Bell, Sony and numerous other large corporations. His practice has included in multiple appellate cases where he has argued successfully before the California Courts of Appeal.

In 2017, Mr. Kristensen obtained what was then a record Title IX settlement against UC Regents. Mr. Kristensen was appointed Class Counsel in the matter of *Mankin v. Mountain West Research Center, L.C.*, Case Number 2:13-cv-06447-DSF-AGR in the Central District of California. The class settlement in that matter was approved by Hon. Dale S. Fischer.

On August 7, 2019, Mr. Kristensen was appointed Class Counsel in the matter of *George v. Shamrock Saloon II, LLC*, Case Number 17-cv-6663 (RA) (HBP) in the Southern District of New York by Magistrate Judge Pitman. Class certification was contested and an objection on the class certification, not his qualifications, was made to Hon. Ronnie Abrams, who adopted Magistrate Judge Pitman's report and recommendations in its entirety.

On October 23, 2019, in a contested motion for class certification in the Central District of California, Hon. George H. Wu appointed Mr. Kristensen as Class Counsel in the matter of *Lisa Friedman v. Jillian Michaels, et al.*, Case No. 19- CV-9414-GW(SSx) in the Central District of California.

Mr. Kristensen was appointed Class Counsel in the matter *Guzman v. Polaris Industries., et al.*, Case No. 8:19-cv-01543-FLA-KES in the Central District of California. He is the lead trial counsel in that case, which is set for trial on May 5, 2025. The case is based on Polaris' failing to test the roll cages on their off-road vehicles in compliance with the stated OSHA standard. The *Guzman* case was certified after a successfully overturning summary judgment in the Ninth Circuit, and obtaining a decision that any dismissal of UCL claims under *Sonner* are without prejudice, permitting Plaintiffs to re-file in State Court.

In the past four years alone, Mr. Kristensen obtained plaintiffs' verdict in the past four years of \$8.9 million, \$5.5 million in a business dispute where the only cause of action was intentional interference with contractual relations, and two employments cases tried in the Western District of Texas and Los Angeles Superior Court. Twice the jury found malice and the cases went to punitive damages.

EXHIBIT 2



SHAMIS & GENTILE, P.A.
CLASS ACTION LAW FIRM

Our Firm

Shamis & Gentile, P.A. has and continues to provide outstanding legal services in the Florida, New York, New Jersey, Texas, Georgia, Illinois, Ohio, Arizona, Missouri, and Washington communities. Shamis & Gentile, P.A. distinguishes itself because of our experience and legal resources to handle virtually any case involving class action, mass tort, mass arbitration, personal injury, personal injury protection, and contract disputes. Specifically, as it relates to class actions, Shamis & Gentile, P.A. has filed and litigated thousands of banking, insurance, data privacy, deceptive and unfair trade practice and product liability cases, often through contested class certification and even until trial. At Shamis & Gentile, P.A. our seasoned attorneys are some of the most innovative and progressive attorneys in the profession. Often, Shamis & Gentile, P.A. is called upon to litigate and settle cases that other law firms may not be able to handle on their own.

Shamis & Gentile, P.A. is committed to practicing law with the highest level of integrity in an ethical and professional manner. We are a diverse firm with lawyers and staff from all walks of life. Our lawyers and other employees are hired and promoted based on the quality of their work and their ability to treat others with respect and dignity.

Who We Are

Andrew Shamis is the managing partner at Shamis & Gentile, P.A. Mr. Shamis heads the class action and mass torts divisions of the firm, where his extensive experience in civil litigation has gained him the reputation of an attorney who can deliver where it matters the most, monetary results for his clients. Mr. Shamis has recovered over 1 billion dollars for consumers and plaintiffs throughout the country through his relentlessness, expertise, and calculated approach. Mr. Shamis is routinely certified class counsel and has successfully litigated over 10,000 civil cases in his young career.

Mr. Shamis is admitted to practice law in the states of Arizona, Florida, Georgia, Illinois, Missouri, New York, Ohio, Texas, and Washington as well as the U.S. District Courts for the District of Arizona; District of Colorado; District of Connecticut; Middle, Northern, and Southern Districts of Florida; Middle, Northern, and Southern Districts of Georgia; Central, Northern, and Southern Districts of Illinois; Southern District of Indiana; Eastern and Western Districts of Michigan; Eastern District of Missouri; District of Nebraska; Eastern, Northern, Southern, and Western Districts of New York; Northern and Southern Districts of Ohio; Eastern, Northern, and Western Districts of Oklahoma; Eastern and Middle Districts of Tennessee; Eastern, Northern, Southern, and Western Districts of Texas; and the Eastern and Western Districts of Washington.

Mr. Shamis' practice focuses exclusively on Consumer Protection Class Action Litigation, Mass Torts, Personal Injury Protection, Mass Arbitration, as well as General Civil Litigation.

Angelica Gentile is a named partner at Shamis & Gentile P.A. Ms. Gentile heads the catastrophic injury, personal injury, and personal injury protection divisions of Shamis & Gentile, P.A. Ms. Gentile is recognized throughout the legal community as an extremely professional and efficient attorney. Ms. Gentile is admitted to practice law in both Florida and Texas and has extensive civil litigation experience, involving hundreds of depositions and motions throughout the state of Florida. Ms. Gentile not only prides herself in collecting millions of dollars in benefits owed to clients, but also in forging long lasting, successful relationships with clients.

Ms. Gentile specializes in Personal Injury, Personal Injury Protection, Class Action Litigation (TCPA, banking, insurance breach of contract, data breach, unfair and deceptive trade practices), Wrongful Death, Wrongful Termination, as well as General Civil Litigation.

Edwin Elliott is a partner at Shamis & Gentile, P.A. Mr. Elliott's practice involves all aspects of complex, high-level class action litigation. Mr. Elliott represents clients in federal and state courts across the nation in class actions involving consumer fraud, deceptive and unfair trade practices, false advertising, predatory financial services, digital privacy, and complex insurance disputes. Having prosecuted numerous class actions through all stages of the litigation process, Mr. Elliott's work has contributed to hundreds of millions in recoveries for consumers.

Leanna Loginov is a partner at Shamis & Gentile, P.A. and leads the firm's Data Privacy department. Ms. Loginov's practice primarily focuses on protecting individuals impacted by data breaches by ensuring their highly sensitive personal and health-related information is safeguarded. Ms. Loginov represents clients in federal and state courts across the nation. Ms. Loginov's work has helped consumers recover millions of dollars.

Our staff sets the standard on being innovative and technologically savvy. This innovation and use of fully customized cutting-edge case management software allows us to create an unparalleled level of customer service and attention to detail with our clients, which has led to an exceptional growth rate rarely seen in law firms.

Shamis & Gentile, P.A. has the resources, infrastructure and staff to successfully represent large putative classes. The attorneys and staff are not simply litigators, but directors of creating successful results with the ultimate level of satisfaction by the clients.

Class Actions

Shamis & Gentile, P.A. has initiated and served as both lead counsel and co-lead counsel in hundreds of class actions, many of which have generated internet articles. Currently, the firm serves as lead counsel or co-counsel on over 300 class action lawsuits. The lawsuits range from all Districts of Florida to the Central District of California. Shamis & Gentile, P.A. has also successfully settled many Class Action cases prior to verdict.

Prominent Class Action Settlements

Over the years, Shamis & Gentile attorneys have obtained outstanding results in some of the most well-known cases.

- *Andrews v. State Auto Mut. Ins. Co.*, No. 2:21-CV-5867 (S.D. Oh. 2023) (\$6,500,000.00 Class Settlement)
- *Angell v. GEICO Advantage Insurance Company*, No. 4:20-CV-00799 (S.D. Tex. 2024) (\$33,000,000 Class Settlement)
- *Arevalo v. USAA Casualty Insurance Company, et. al.*, No. 2020CI16240 (Bexar County, Texas 2023) (\$4,089,287.50 Class Settlement)
- *Albrecht v. Oasis Power, LLC*, No. 1:18-cv-1061 (N.D. Ill. 2018) (\$7,000,000 Class Settlement)
- *Bobo v. Clover Network, LLC*, No. 2023CH000168 (DuPage County, Ill. 2024) (\$15,000,000 Class Settlement)
- *Brown v. Progressive Mountain Ins. Co.*, No. 3:21-cv-00175 (N.D. Ga. 2025) (\$43,000,000 Class Settlement)
- *Bruin v. Bank of America, N.A.*, Case No. 1:21-cv-02272 (S.D.N.Y. 2024) (\$8,000,000 Class Settlement)
- *Davis v. Geico Casualty Company*, No. 19-cv-02477 (S.D. Oh. 2023) (\$5,756,500 Class Settlement)
- *DeFranks v. Nastygol.com USA Inc.*, No. 19-cv-23028-DPG (S.D. Fla. 2019) (\$4,025,000 Class Settlement)
- *Dipuglia v. US Coachways, Inc.*, No. 17-23006-Civ, 2018 U.S. Dist. LEXIS 72551 (S.D. Fla. 2018) (\$2,600,000.00 Class Settlement)
- *Eisenband v. Schumacher Automotive, Inc.*, No. 18-cv-01061 (S.D. Fla. 2018) (\$5,000,000.00 Class Settlement)
- *Gottlieb v. Citgo Corporation*, No. 16-cv-81911 (S.D. Fla. 2016) (\$8,300,000 Class Settlement)
- *In re: GEICO General Insurance Co.*, No. 4:19-cv-03768 (N.D. Cal. 2022) (\$19,500,000 Class Settlement)
- *Jacques v. Security National Insurance Company*, No. CACE-19-002236 (Fla. 17th Cir. Ct. 2021) (\$6,000,000 Class Settlement)
- *Jones v. Washington State Employee's Credit Union*, No. 20-2-06596-5 (Superior Court of the State of Washington, County of Pierce) (\$2,400,000 Class Settlement)

- *Johnson v. American Family Insurance Company*, No. 24SL-CC00378 (St. Louis County, Missouri 2024) (\$22,000,000 Class Settlement)
- *McPheeters v. United Serv. Auto. Ass'n & Garrison Prop. & Cas. Ins. Co.*, No. 1:20-CV-00414-TSB (S.D. Ohio 2022) (\$10,250,00 Class Settlement)
- *Middleton v. Liberty Mut. Ins. Co.*, No. 1:20-cv-00668-DRC (S.D. Ohio 2023) (\$14,404,00.00 Class Settlement)
- *Hinds-Thomas v. LM General Insurance Company*, No. 22SL-CC04131 (Circuit Court of St. Louis County, MO) (\$8,669,083 Class Settlement)
- *Ostendorf v. Grange Indem. Ins. Co.*, No. 2:19-CV-1147 (S.D. Oh. 2020) (\$12,000,000.00 Class Settlement)
- *Papa v. Greico Ford Fort Lauderdale, LLC*, No. 1:18-cv-21897 (S.D. Fla. 2018) (\$4,800,000 Class Settlement)
- *Pena v. John C. Heath, Attorney at Law, PLLC, d/b/a Lexington Law Firm*, No. 18-cv-24407-UU (S.D. Fla. 2018) (\$11,450,863.00 Class Settlement)
- *Petit Beau v. Ocean Harbor Casualty Insurance Company*, No. CACE-18-029268 (Fla. 17th Cir. Ct.) (\$4,500,000.000 Class Settlement)
- *Perry v. Progressive Michigan Ins. Co.*, No. 2022-971-CK (Washtenaw Cnty. Cir. Ct. Mich. 2024) (\$61,000,000 Class Settlement)
- *Sellers v. Bleacher Report, Inc.*, No. 2024-003537-CA-01 (Fla. 11th Cir. Ct. 2024) (\$4,800,000 Class Settlement)
- *Soto-Melendez v. Banco Popular de Puerto Rico*, No. 3:20-cv-01057 (D.P.R. 2023) (\$5,500,00.00 Class Settlement)
- *South v. Progressive Select Ins. Co.*, No. 19-cv-21760 (S.D. Fla. 2023) (\$48,800,000.00 Class Settlement)
- *Reynolds v. Progressive Direct Ins. Co.*, No. 5:22-cv-00503 (N.D. Ala. 2025) (\$30,750,000 Class Settlement)
- *Volino v. Progressive Casualty Ins. Co.*, No. 1:21-cv-06243 (S.D.N.Y. 2025) (\$48,000,000 Class Settlement)

More About Shamis & Gentile, P.A.

To learn more about our firm, please visit www.shamisgentile.com, or view links to our blogs at <https://www.sflinjuryattorneys.com/blog/>.

EXHIBIT 3



STRANCH, JENNINGS & GARVEY
 PLLC

Class Action

Our firm has a long record of success representing plaintiffs in a substantial number of class action and mass tort cases in state and federal courts throughout the U.S. These cases include some of the most complicated litigation the courts have seen against some of the largest multinational companies. Through these cases, we defend the rights of clients harmed by defective products, pharmaceuticals, industry negligence or illegal practices.

Our attorneys have served as class counsel and as lead, co-lead and liaison counsel in landmark cases and national class actions involving data breach, wage and hour violations, anti-competitive practices, illegal generic drug suppression and bid rigging, defective products and violations of the Telephone Consumer Protection act.

- **In re: Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products Liability Litigation, MDL No. 2672 CRB** (N.D. California) (J. Breyer). Founding and Managing Member J. Gerard Stranch IV served on the plaintiffs’ steering committee in a coordinated action consisting of nationwide cases of consumer and car dealerships. This action alleged that Volkswagen AG, Volkswagen Group of America and other defendants illegally installed so-called “defeat devices” in their vehicles, which allowed the cars to pass emissions testing but enabled them to emit nearly 40 times the allowable pollution during normal driving conditions. In October 2016, the court granted final approval to a settlement fund worth more than \$10 billion to consumers with two-liter diesel engines, and in May 2017, the court granted final approval to a \$1.2 billion settlement for consumers with three-liter diesel engines, and a \$357 million settlement with co-defendant Bosch.
- **In re: Davidson v. Bridgestone/Firestone, Inc. and Ford Motor Co. No. 00-C2298** (Davidson Circuit, Tennessee) (Soloman/Brothers). The firm served as lead counsel in a nationwide class action against Bridgestone/Firestone, Inc. and Ford Motor Co. concerning defective tires. A settlement valued at \$34.4 million was reached in conjunction with a companion case in Texas.
- **In re: Cox v. Shell Oil et al., Civ. No. 18844** (Weakley Chancery, Tennessee) (Judge Malon). The firm intervened in a consumer class action composed of all persons throughout the United States who owned or purchased defective polybutylene piping systems used in residential constructions or mobile homes. A global settlement was reached that was valued at \$1 billion.
- **In re: Heilman et al. v. Perfection Corporation, et al., Civ. No. 99-0679-CD-W-6** (W.D. Missouri). The firm served on the executive committee in a nationwide consumer class action composed of all owners or purchasers of a defective hot water heater. A settlement was reached that provided 100% recovery of damages for a possible 14.2 million hot water heaters and any other property damages.
- **In re: Alpha Corp. Securities litigation.** Founding and Managing Member J. Gerard Stranch IV was appointed as co-lead counsel. The case resulted in a \$161 million recovery for the class.

ATTORNEYS IN THIS PRACTICE AREA



Darrius D. Dixon



Samuel W. Douthit



Elizabeth Fischer



Colleen Garvey



Hon. John (Jack) Garvey



Kyle C. Mallinak



Janna Maples



Nathan Martin



Andrew E. Mize



Andrew Murray



John C. Roberts



Emily E. Schiller



Miles M. Schiller



Marty Schubert



Michael G. Stewart



J. Gerard Stranch IV



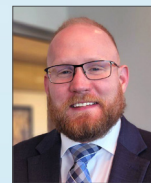
James G. Stranch III



K. Grace Stranch



Michael Tackeff



Grayson Wells

STRANCH, JENNINGS & GARVEY
PLLC

Privacy & Cybersecurity Litigation

Security breach notification laws require entities to notify their customers or citizens when they have experienced a data breach and to take certain steps to deal with the situation. This gives these individuals the opportunity to mitigate personal risks resulting from the breach and minimize potential harm, such as fraud or identity theft. Currently, all 50 states, along with the District of Columbia and three U.S. territories, have adopted notification laws requiring notification when a breach has occurred.

- In re: Anthem, Inc. Data Breach Litig., MDL 2617 LHK** (N.D. California, 2016). The firm served as counsel for plaintiffs in a coordinated action consisting of nationwide cases of consumers harmed by the 2015 criminal hacking of servers of Anthem, Inc. containing more than 37.5 million records on approximately 79 million people receiving insurance and other coverage from Anthem's health plans. The case settled in 2017 for \$115 million, the largest healthcare data breach in U.S. history, and has received final approval.
- In re: MGM International Resorts Data Breach Litigation** (D. Nevada). Two separate data breaches by cybercriminals against MGM Resorts International (MGM) in 2019 and 2023 resulted in the exposure of private information of tens of millions of MGM guests. Following both incidents, multiple lawsuits were filed. In July 2024, plaintiffs in the lawsuits agreed to participate in joint mediation — In re: MGM International Resorts Data Breach Litigation. In October 2024, the plaintiffs filed a notice of settlement, notifying the court that all parties were able to resolve the cases. On Jan. 22, 2025, Nevada District Judge Gloria M. Navarro issued an order granting plaintiffs' unopposed motion for preliminary approval of a \$45 million class action settlement in the case. The final approval hearing is scheduled for June 18, 2025. J. Gerard Stranch, founding and managing member, served as a co-lead for the 2023 case leadership team.
- Monegato v. Fertility Centers of Illinois, PLLC, Case No. 2022 CH 00810** (Cook County Circuit Court). The firm served as class counsel in a case brought on behalf of approximately 80,000 individuals whose personal information was involved in a February 2021 data breach. A settlement with a total estimated value of \$14.5 million was negotiated. Final approval was granted by the Cook County, Illinois Circuit Court in April 2023.
- In re: Evolve Bank & Trust Customer Data Security Breach Litigation, MDL 2:24-md-03127** (W.D. Tennessee) (J. Lipman). Serving as lead counsel for the class, SJ&C's Founding and Managing Member J. Gerard Stranch secured an \$11.8 million settlement for the plaintiffs. This multidistrict litigation followed a data breach by cybercriminals against Evolve Bank & Trust that resulted in the theft of personal banking data of bank customers as well as Evolve fintechs' customers. Following the breach, multiple class action lawsuits were filed against the defendant and Evolve fintechs. The cases were consolidated in October 2024.
- In re: CorrectCare Data Breach Litigation, 5:22-319-DCR** (E.D. Kentucky). J. Gerard Stranch, founding and managing member, served as class counsel in this class action lawsuit that resulted in a \$6.49 million settlement, providing affected individuals up to \$10,000 in reimbursement for documented losses related to the breach. The suit was the result of a 2022 data breach that exposed sensitive health data of more than 391,000 individuals.
- In re: Owens, et al. v. U.S. Radiology Specialists, et al., Case No. 22 CV 17797** (Mecklenburg, North Carolina, Supreme Court). The firm served as plaintiffs' counsel in action brought on behalf of approximately 1.3 million individuals whose sensitive, personal information was potentially compromised in defendants' December 2021 data security incident. Along with co-counsel, the firm negotiated a \$5,050,000 non-reversionary common fund settlement including pro rata cash payments, reimbursement of up to \$5,000 for out-of-pocket expenses traceable to the data breach per person, compensation for lost time and verified fraud reimbursement. Preliminary approval pending.
- Weigand, et al. v. Group 1001 Insurance Holdings LLC, et al., 1:23-cv-01452** (S.D. Indiana). The firm helped achieve a \$4.76 million settlement resulting from a February 2023 data breach allegedly caused by Group 1001 failing to provide reasonable cybersecurity practices.
- McKenzie et al. v. Allconnect, Inc., 5:18-cv-00359** (E.D. Kentucky) (J. Hood). The firm served as class counsel in an action brought on behalf of more than 1,800 current and former employees of Allconnect, Inc., whose sensitive information contained in W-2 statements was disclosed to an unauthorized third party who sought the information through an email phishing scheme. The firm negotiated a settlement providing for direct cash payments to all class members, credit monitoring and identity theft protection plan at no cost, capped reimbursement of documented economic losses incurred per class member and other remedial measures. The approximately \$2.2 million settlement value is one of the largest per capita recoveries in a W-2 phishing litigation.
- Winsouth Credit Union v. Mapco Express Inc., and Phillips v. Mapco Express, Inc. Case Nos. 3:14-cv-1573 and 1710** (M.D. Tennessee) (J. Crenshaw). The firm served as liaison counsel in consumer and financial institution action stemming from the 2013 hacking of computer systems maintained by Mapco Express, Inc. The cases settled in 2017 for approximately \$2 million.
- Joyner v. Behavioral Health Network, Inc., No. 2017CV00629** (Massachusetts Supreme Court). A non-reversionary common fund of \$1,200,000 was established to provide credit monitoring, and cover claims of economic loss up to \$10,000 and non-economic loss up to \$1,000 for lost time for each of the approximately 133,237 class members.
- Larson v. Aditi Consulting, LLC, Case No. 22-2-03572-2 SEA** (King County, Washington, Supreme Court). Final approval was granted July 14, 2023.
- Carr v. South Country Health Alliance, Case No. 74-CV-21-632** (Steele County, Minnesota District Court). Final approval was granted Nov. 6, 2023.
- Reese v. Teen Challenge Training Center, Inc., Case No. 210400093** (Philadelphia County, Pennsylvania Court of Common Pleas). **Final approval pending.**

ATTORNEYS IN THIS PRACTICE AREA



Darrius D. Dixon



Samuel W. Douthit



Colleen Garvey



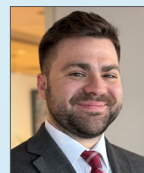
Andrew E. Mize



John C. Roberts



Emily E. Schiller



Miles M. Schiller



J. Gerard Stranch IV



Grayson Wells



J. Gerard Stranch IV

FOUNDING AND MANAGING MEMBER

Gerard Stranch is the managing member at Stranch, Jennings & Garvey, PLLC (SJ&G). A third-generation trial lawyer, he leads the firm's class action and mass tort practice groups. His additional areas of practice include bank fees, privacy litigation, wage and hour disputes, worker adjustment and retraining notification, personal injury and trucking wrecks.

Mr. Stranch has served as lead or co-lead counsel for the firm in numerous cases, including:

- lead trial attorney in the Sullivan Baby Doe case (originally filed as *Staubus v. Purdue*) against U.S. opioid producers Endo Health Solutions Inc. and Endo Pharmaceuticals Inc., resulting in a \$35 million settlement agreement, the largest per capita settlement achieved by any prosecution with Endo to date;
- personally appointed to the steering committee of the In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Products Liability Litigation, resulting in approximately \$17 billion in settlements, the largest consumer auto settlement and one of the largest settlements in any matter ever;
- the executive committee In re: Dahl v. Bain Capital Partners (anti-trust), resulting in a \$590.5 million settlement;
- personally appointed to the steering committee In re: New England Compounding Pharmacy, Inc., resulting in more than \$230 million in settlements; and
- appointed as co-lead counsel In re: Alpha Corp. Securities litigation, resulting in a \$161 million recovery for the class.

PHONE

615.254.8801

EMAIL

gstranch@stranchlaw.com

LOCATION

The Freedom Center
223 Rosa L. Parks Avenue
Suite 200
Nashville, TN 37203

A 2000 graduate of Emory University, Mr. Stranch received his J.D. in 2003 from Vanderbilt University Law School, where he teaches as an adjunct professor about the practice of civil litigation. He led the opioid litigation team in the Sullivan Baby Doe suit, for which the team won the 2022 Tennessee Trial Lawyer of the Year award. Mr. Stranch has been listed as one of the Top 40 Under 40 by the National Trial Lawyers Association and as a Mid-South Rising Star by Super Lawyers magazine.

PRACTICE AREAS

- Bank Fees
- Car Crashes
- Class Action
- Labor Unions
- Mass Torts
- Necrotizing Enterocolitis (NEC)
- Opioid Litigation
- Personal Injury
- Privacy Litigation
- Product Liability
- Trucking Wrecks
- Wage & Hour Disputes
- Worker Adjustment & Retraining Notification

EDUCATION

- Vanderbilt University Law School (J.D., 2003)
- Emory University (B.A., 2000)

BAR ADMISSIONS

- Tennessee
- U.S. District Court – District of Colorado
- U.S. District Court Eastern – District of Tennessee
- U.S. District Court Middle – District of Tennessee
- U.S. District Court Western – District of Tennessee

- U.S. 6th Circuit Court of Appeals
- U.S. 8th Circuit Court of Appeals
- U.S. 9th Circuit Court of Appeals

PROFESSIONAL HONORS & ACTIVITIES

Awards

- 2024 Steven J. Sharp Public Service Award (American Association for Justice)
- 2024 Leonard Weinglass in Defense of Civil Liberties Award (American Association for Justice)
- Super Lawyers Mid-South Rising Star
- Tennessee Trial Lawyer of the Year
- Top 40 Under 40, National Trial Lawyers Association

Memberships

- Public Justice
- Nashville Bar Association
- Tennessee Bar Association
- American Association for Justice
- Tennessee Association for Justice
- Lawyer's Coordinating Committee of the AFL-CIO
- General Counsel Tennessee AFL-CIO and Federal Appointment, Coordinator
- General Counsel Tennessee Democratic Party

- National Trial Lawyer
- Board of Directors, Cumberland River Compact
- Class Action Trial Lawyers Association, Board Member
- Tennessee Trial Lawyers Association

PRESENTATIONS

- Mr. Stranch regularly speaks at conferences on issues ranging from in-depth reviews of specific cases to developments in the law, including in mass torts, class actions and voting rights.
- Mr. Stranch is one of the founding members of the Cambridge Forum on Plaintiff's Mass Tort Litigation and regularly presents at the forum.

LANGUAGES

- English
- German





Grayson Wells

MEMBER

Grayson Wells joined Stranch, Jennings & Garvey in early 2024. He specializes in complex civil litigation, including data breach and privacy class actions in both state and federal court.

Prior to joining the firm, Mr. Wells served as a litigation associate at the Nashville office of Bradley Arant Boult Cummings LLP. After earning his law degree from Indiana University Maurer School of Law in 2020, Mr. Wells served for two years as a law clerk to the Honorable Iain D. Johnston, U.S. District Judge for the Northern District of Illinois.

Before becoming a lawyer, Mr. Wells spent more than a decade as a network infrastructure engineer, both in the military and the private sector. In addition to his law degree, he received a master of science degree in cybersecurity risk management from Indiana University and a bachelor of science in computer science from Park University.

PHONE

615.254.8801

EMAIL

gwells@stranchlaw.com

LOCATION

The Freedom Center
223 Rosa L. Parks Avenue
Suite 200
Nashville, TN 37203

PRACTICE AREAS

- Civil Litigation
- Class Action
- Privacy & Cybersecurity Litigation

EDUCATION

- Indiana University Maurer School of Law (J.D., magna cum laude, 2020)
 - Executive Articles Editor, Indiana Law Journal
 - President and Founder, Cybersecurity and Privacy Law Association
 - Dean’s Writing Fellow
 - Community Legal Clinic
- Indiana University (M.S. in Cybersecurity Risk Management, 2020)
- Park University (B.S. in Computer Science, summa cum laude, 2010)

CLERKSHIPS

- Hon. Iain D. Johnston, U.S. District Court, Northern District to Illinois, Western Division

BAR ADMISSIONS

- Missouri
- Tennessee
- U.S. District Court – District of Colorado
- U.S. District Court – Central District of Illinois
- U.S. District Court – Eastern District of Missouri
- U.S. District Court – Eastern District of Tennessee
- U.S. District Court – Middle District of Tennessee
- U.S. District Court – Western District of Tennessee
- U.S. District Court – Eastern District of Wisconsin
- U.S. District Court – Western District of Wisconsin
- U.S. 6th Circuit Court of Appeals

MEMBERSHIPS

- American Bar Association
- Tennessee Bar Association
- Nashville Bar Association

PRESENTATIONS & PUBLISHED WORKS

- “What’s the Harm? Federalism, the Separation of Powers, and Standing in Data Breach Litigation,” Comment, 96 Ind. L.J. 937, (Spring 2021)
- “Data Security, Professional Perspective – Complying with the FTC’s Amended Safeguards Rule,” Bloomberg Law (Robert Maddox, Erin Illman, Courtney Achee and Grayson Wells), (June 2023)



STRANCH, JENNINGS & GARVEY
PLLC



Andrew E. Mize

ATTORNEY

Andrew Mize is an attorney in the Class Action and Privacy & Cybersecurity groups. With more than a decade of experience in complex civil litigation in his home state of Kentucky and across the country, he regularly litigates class actions in state and federal courts on behalf of consumers, patients and others.

Mr. Mize has represented plaintiffs and class members in numerous class actions involving cybersecurity breaches and unauthorized disclosures of personal information through online tracking technologies, as well as in consumer injury and industrial explosion cases.

He has proudly represented numerous individuals, including minors, in cases involving personal injury, medical malpractice, education law, sexual abuse and civil rights — obtaining highly-favorable results.

Mr. Mize graduated *cum laude* from the University of Louisville, Louis D. Brandeis School of Law in 2011, where he was a member of the University of Louisville Law Review. During law school, he was a member of Phi Alpha Delta Law Fraternity and the National Lawyers Guild, and spent his summers interning with the Kentucky Department of Public Advocacy. He earned a Bachelor of Arts from Centre College in 2008 with double majors in government and history and double minors in international studies and political economy. While in college, he was a member of Beta Theta Pi.

Mr. Mize lives in Louisville, Kentucky, with his wife, who is an accountant. His interests include history, shooting sports, art, the outdoors and travel.

PHONE

615.254.8801

EMAIL

amize@stranchlaw.com

LOCATION

The Freedom Center
223 Rosa L. Parks Avenue
Suite 200
Nashville, TN 37203

PRACTICE AREAS

- Civil Rights
- Class Action
- Complex Litigation
- Consumer Protection
- Medical Malpractice
- Privacy & Cybersecurity Litigation
- Personal Injury

EDUCATION

- Louis D. Brandeis School of Law, University of Louisville (J.D., *cum laude*, 2011)
- Centre College, B.A. (2008)
- Culver Military Academy (2004)

BAR ADMISSIONS

- Kentucky
- U.S. District Court – Central District of Illinois
- U.S. District Court – Eastern District of Kentucky
- U.S. District Court – Western District of Kentucky
- U.S. District Court – Eastern District of Michigan
- U.S. 6th Circuit Court of Appeals

EXPERIENCE

Representative cases:

- Successfully litigated numerous data breach class action cases.
- Appointed co-lead interim class counsel in consolidated data breach class action, *In re: Seven Counties Services, Inc. Data Breach Litigation*, 24-CI-007516 (Jeff. Co. Ky. Cir. Ct) (Jan. 14, 2025).
- Obtained reversal of District Court grant of summary judgment to defendant school board and employees in case involving disability discrimination of a child from the U.S. Court of Appeals for the Sixth Circuit, *Clemons v. Shelby Cty. Bd. of Educ.*, 19-5846, 818 Fed.Appx. 453 (6th Cir. 2020).
- Favorable resolution of medical malpractice action involving plaintiff injured during gynecological surgery, resulting in significant damages.
- Highly favorable resolutions in numerous cases involving minor students injured at school due to negligence supervision, including bullying and discrimination.

PROFESSIONAL HONORS & ACTIVITIES

Memberships

- American Association of Justice
- American Bar Association
- Kentucky Bar Association
- Kentucky Justice Association
- Phi Alpha Delta Law Fraternity

PRESENTATIONS, SEMINARS & PUBLISHED WORKS

- *When Lady Justice Sought Her Sight: Judicial Selection in Kentucky in Light of Recent Trends and Carey v. Wolnitzek*, 50 U. LOU. L. REV. 383 (2011).



Colleen Garvey

ATTORNEY

St. Louis native Colleen Garvey joined Stranch, Jennings & Garvey in 2022. Ms. Garvey previously worked at a top insurance defense firm in St. Louis, where she primarily practiced in premises liability, personal injury and catastrophic loss claims. She brings a unique perspective and desire to strongly advocate for those who have experienced injustice or harm.

Ms. Garvey earned her J.D. in 2020 from Saint Louis University School of Law. While attending law school, she worked as a law clerk at a plaintiff's firm for two years; served as a teaching fellow mentor for first-year law students; clerked for Judge Colleen Dolan on the Missouri Court of Appeals in the Eastern District; and, by invitation, served as a member of the prominent Theodore McMillian American Inn of Court. She also practiced as a Rule 13 certified law student for Saint Louis University's Criminal Law Clinic, representing indigent clients in criminal matters before state and federal judges.

Ms. Garvey graduated *magna cum laude* in 2016 from Rockhurst University in Kansas City, Missouri, with a B.A. in Psychology and a B.A. in English, and competed as a collegiate scholar athlete on the Rockhurst women's golf team.

Ms. Garvey resides in the City of St. Louis with her pet axolotl, Jerry. In her free time, she enjoys traveling and playing pickleball with her friends and family.

PHONE

314.390.6750

EMAIL

cgarvey@stranchlaw.com

LOCATION

Peabody Plaza
701 Market Street
Suite 1510
St. Louis, MO 63101

PRACTICE AREAS

- Civil Litigation
- Class Action
- Complex Litigation
- Mass Torts
- Necrotizing Enterocolitis (NEC)
- Personal Injury
- Privacy & Cybersecurity Litigation

EDUCATION

- Saint Louis University School of Law (J.D., 2020)
- Rockhurst University (B.A., *magna cum laude*, 2016)

CLERKSHIP

- Hon. Colleen Dolan on the Missouri Court of Appeals in the Eastern District

BAR ADMISSIONS

- Missouri
- Illinois
- U.S. District Court – Eastern District of Missouri

EXPERIENCE

Representative Case

- In re: Gill v. Abbott Laboratories, No. 2322-CC01251 (22nd Judicial Circuit Court of Missouri). A closely watched necrotizing enterocolitis (NEC) baby formula bellwether trial culminated in a \$495 million judgment against Abbott Laboratories, a verdict that could affect many other lawsuits awaiting litigation in state and federal courts throughout the U.S.

PROFESSIONAL HONORS & ACTIVITIES

Awards

- 2023 Missouri & Kansas Super Lawyers® Class Action/Mass Torts Rising Stars
- 2023 National Trial Lawyers Civil Plaintiff Top 40 Under 40 Trial Lawyers in the state of Missouri

COMMUNITY INVOLVEMENT

- Missouri State Public Defender System's Coalition for the Right to Counsel Program (*pro bono* representative, 2020 – present)



STRANCH, JENNINGS & GARVEY
PLLC



Emily E. Schiller

ATTORNEY

Before joining Stranch, Jennings & Garvey, Emily Schiller served as a federal clerk for the Hon. Rebecca Grady Jennings in the Western District of Kentucky. Prior to her two-year clerkship, she worked with her lawyer-father, where she assisted with women's civil rights litigation.

Ms. Schiller graduated from Tennessee Technological University in 2016 with two STEM degrees and a minor in history. Her first degree is in chemistry with a concentration in biochemistry, and her second is in biology with a concentration in health sciences. She earned her J.D. degree in 2021 from Washington University in St. Louis, where she served as the online content editor for the *Washington University Law Review*.

PHONE

615.903.4041

EMAIL

eschiller@stranchlaw.com

LOCATION

The Freedom Center
223 Rosa L. Parks Avenue
Suite 200
Nashville, TN 37203

PRACTICE AREAS

- Business Litigation
 - Intellectual Property
- Civil Rights
- Class Action
- Privacy & Cybersecurity Litigation

EDUCATION

- Washington University in St. Louis School of Law (J.D., 2021)
 - Online Content Editor, *Washington University Law Review*
 - Scholar in Law Scholarship Award
 - Washington Scholarship Award
 - Dean's Scholar Award
 - Dean's Leadership Award
- Tennessee Technological University (Dual Degrees: B.S. in Chemistry, *summa cum laude, in cursu honorum* | B.S. in Biology, *summa cum laude, in cursu honorum*, 2016)
 - Captain William Lafayette Anderson Scholarship
 - Joseph B. Hix Memorial Scholarship
 - Winchester History Scholarship
 - Minor in History

BAR ADMISSIONS

- Tennessee

PROFESSIONAL HONORS & ACTIVITIES

Membership

- Tennessee Bar Association

COMMUNITY INVOLVEMENT

- tnAchieves Mentor
- Washington University in St. Louis School of Law Pro Bono Pledge Award
- STEM Outreach events
- Senior citizen technology outreach

PRESENTATIONS, SEMINARS & PUBLISHED WORKS

Presentations

- "Law School and Judicial Clerking: An Overview," Tennessee Technological University (2023)
- "Investigation of the Shape of Atrope Isomers using Dipolar Couplings," Poster session presented at the 251st American Chemical Society National Meeting & Exposition, San Diego, California (2016)
- "The Organic Molecule Synthesis for Use in the Investigation of Atrope Isomer Shapes," Poster session presented at 2015 SERMACS – SWRM, ACS Regional Meeting, Memphis, Tennessee (2015)
- "Differences in Proton NMR Spectra of Methane and Ethane in Varying Solution," Poster session presented at the 249th ACS National Meeting & Exposition, Denver, Colorado (2015)

Published Works

- Donald Walker, Emily E. Schiller et al., *Methodological Considerations for Detection of Terrestrial Small-Body Salamander eDNA and Implications for Biodiversity Conservation*, *Molecular Ecology Resources*, Nov. 2017, at 1223. doi: 10.1111/1755-0998.12667



STRANCH, JENNINGS & GARVEY
PLLC



Darrius D. Dixon

ATTORNEY

Darrius Dixon joined Stranch, Jennings & Garvey in 2025. He specializes in complex civil litigation, including data breach and privacy class actions in both state and federal court.

Mr. Dixon is a 2017 graduate of Middle Tennessee State University (MTSU) with a Bachelor of Science in criminal justice and homeland security, and a double minor in political science and psychology. While obtaining his degree, he also studied abroad in London, England.

He earned his J.D. in 2022 from the University of Tennessee's Winston College of Law, where he served as vice president of the Student Bar Association and held roles in the Health Law Society and Student Wellness Committee.

While in law school, Mr. Dixon worked as a student attorney in the University of Tennessee Law Wills Clinic, representing clients in estate planning and uncontested conservatorship cases. He also served as a legal intern at the Tennessee Valley Authority (TVA) in areas including administrative law, environmental law, civil defense litigation and state/federal regulatory compliance.

Following law school, Mr. Dixon practiced as an associate with the Knoxville-based Lewis Thomason P.C. law firm in the areas of insurance defense, commercial litigation and data privacy breach response. He also served as a healthcare litigation associate with Starnes Davis Florie LLP, representing hospitals, skilled nursing facilities and individual medical providers.

After graduating from MTSU, Mr. Dixon attended the Regional Law Enforcement Training Academy in Greeneville, Tennessee, and served as a police officer for two years before attending law school.

He resides in the Nashville area and teaches as an adjunct professor at MTSU. In his personal time, he enjoys drumming, cooking, traveling and volunteering with local community organizations.

PHONE

615.913.4135

EMAIL

ddixon@stranchlaw.com

LOCATION

The Freedom Center
Rosa L. Parks Avenue
Suite 200
Nashville, TN 37203

PRACTICE AREAS

- Class Action
- Complex Litigation
- Privacy & Cybersecurity Litigation

EDUCATION

- University of Tennessee College of Law (J.D., 2022)
 - Vice President, Student Bar Association
 - Julian Blackshear Scholarship Award
 - Napier Looby Scholarship Award
 - William W. Hawkins Scholarship Award
 - Leadership Development Programming Assistant, UT Haslam College of Business
- Middle Tennessee State University (B.S. in Criminal Justice and Homeland Security, 2017)
 - Double minor in Political Science and Psychology

BAR ADMISSIONS

- Tennessee
- U.S. District Court – Middle District of Tennessee

PROFESSIONAL HONORS & ACTIVITIES

Memberships

- Tennessee Bar Association
- Nashville Bar Association
- American Bar Association
- Napier-Looby Bar Association
- International Association of Privacy Professionals

PRESENTATIONS

- Presentation speaker for the Tennessee School Resource Officer Association Conference (June 2023)
- Guest speaker for the Mt. Zion Missionary Baptist Church of Asheville, North Carolina (June 2023)



STRANCH, JENNINGS & GARVEY
PLLC



Miles M. Schiller

ATTORNEY

Before joining Stranch, Jennings & Garvey in 2024, Miles Schiller served as a federal clerk for the Hon. Rebecca Grady Jennings in the Western District of Kentucky. Prior to his clerkship, he worked with his lawyer-father, where he assisted with women's civil rights litigation. He also worked with a prominent medical malpractice plaintiff's firm in Knoxville, Tennessee.

Mr. Schiller graduated from Tennessee Technological University in 2019 with a STEM degree in Psychology and a minor in Biology. He earned his J.D. degree in 2023 from the University of Tennessee, where he served as a member of UT's National Moot Court team and was named the Outstanding Oral Advocate two years consecutively in the National Moot Court Region Seven Championship Round. For his oral advocacy and brief writing on the National Moot Court Team, Mr. Schiller was awarded the American College of Trial Lawyers Medal of Excellence twice, the Center for Advocacy Brief Writing Award twice, and the University of Tennessee College of Law's highest moot court award, the Susan Devitt Moot Court Award.

While in law school, Mr. Schiller received the CALI Award for Excellence for earning the highest grade in both his Trial Practice and Criminal Pretrial Litigation classes, and was inducted into the Order of Barristers honor society for demonstrating excellence in the preparation and presentation of moot appellate argument.

He also worked as a student attorney in the University of Tennessee Law Advocacy Clinic, where he represented low-income individuals in juvenile criminal proceedings and worked to restore disenfranchised voters' rights.

Mr. Schiller resides in the Nashville area with his family. In his personal time, he enjoys photography and rebuilding antique tractors.

PHONE

615.254.8801

EMAIL

mschiller@stranchlaw.com

LOCATION

The Freedom Center
223 Rosa L. Parks Avenue
Suite 200
Nashville, TN 37203

PRACTICE AREAS

- Civil Rights
- Class Action
- Privacy & Cybersecurity Litigation

EDUCATION

- University of Tennessee College of Law (J.D., *cum laude*, 2023)
 - University of Tennessee Law National Moot Court Team (2021-2022)
 - CALI Award for Excellence in Trial Practice
 - CALI Award for Excellence in Criminal Pretrial Litigation
 - University of Tennessee Law Scholarship Award
- Tennessee Technological University (B.S. in Psychology, *magna cum laude*, 2019)
 - University Academic Service Scholarship
 - Minor in Biology

BAR ADMISSIONS

- Tennessee

PROFESSIONAL HONORS & ACTIVITIES

Awards

- Order of Barristers (2023)
- Susan Devitt Moot Court Award (2023)
- American College of Trial Lawyers Lewis F. Powell Jr. Medal of Excellence (2022, 2023)
- University of Tennessee College of Law's

Center for Advocacy Brief Writing Award (2022, 2023)

- Outstanding Oral Advocate, National Moot Court Region 7 Championship (2021, 2022)
- Best Oralist, Ray H. Jenkins Trial Competition Championship (2021)

Membership

- Tennessee Bar Association

PRESENTATIONS, SEMINARS & PUBLISHED WORKS

Presentations

- Schiller, M.M., & Kazanas, S.A. (2019, November). *Social Anxiety and False Memory: New Insights for the Mood Induction Literature*. Poster presented at the 60th Psychonomic Society Annual Meeting, Quebec, Canada.
- Hazleton, S.G., Reeder, A.M., Schiller, M.M., Treece, C.A., Bethke, L.M., Bullion, M.T., & Kazanas, S.A. (2019, May) *Addressing Psychology's Replication Crisis in the Classroom: Students' Quantitative and Qualitative Changes across the Semester*. Poster presented at the 31st Annual Convention of the Association for Psychological Science, Washington, D.C.

Published Works

- Schiller, M.M., & Kazanas S.A. (2019) *Selective Attending*. In: *Shackelford T., Weekes-Shackelford V. (eds) Encyclopedia of Evolutionary Psychological Science*. Springer, Cham.





John C. Roberts

ATTORNEY

John C. Roberts joined Stranch, Jennings & Garvey in 2025 after completing his clerkship with Judge Lynne Ingram of the Eighth Circuit Court for Davidson County, Tennessee. He specializes in complex civil litigation and class actions in both state and federal courts.

A third-generation trial lawyer, Dr. Roberts is a 2024 graduate of Vanderbilt University, where he obtained both his J.D. and Ph.D. in Law & Economics. While in law school, he spent his summers working for judges in Nashville — first for Magistrate Judge Jeffery S. “Chip” Frensey of the U.S. District Court for the Middle District of Tennessee, and later for Judge Sheila D.J. Calloway of the Davidson County Juvenile Court. In addition, he worked as a law student attorney for a small law firm in Texas, where he represented small businesses in commercial disputes.

Dr. Roberts’ work for the Davidson County Juvenile Court led to his dissertation, titled “The Efficacy of Risk Assessment Instruments in Juvenile Pretrial Detention,” in which he analyzed a risk assessment tool used by local officials in determining whether to detain juvenile arrestees pending trial. His research was supervised by leading economists and juvenile justice experts, including Christopher Slobogin, one of the nation’s foremost scholars on risk assessment algorithms.

Prior to law school, Dr. Roberts received his master’s and bachelor’s degrees in economics from the University of Texas at Austin. During college, he interned for the Antitrust Division of the Texas Attorney General’s Office, working with attorneys and staff economists on consumer protection investigations. After graduating with his master’s degree at age 21, he was hired as one of the youngest adjunct assistant professors of economics at his local community college, where he taught introductory macroeconomics.

A native Texan, Dr. Roberts now calls Nashville home. In his spare time, he is an aspiring farmer, raising pigs, improving his cattle-handling skills and, most importantly, driving his tractor. He also enjoys camping, off-roading, carpentry, and playing piano and guitar.

PHONE

615.254.8801

EMAIL

jroberts@stranchlaw.com

LOCATION

The Freedom Center
223 Rosa L. Parks Avenue
Suite 200
Nashville, TN 37203

PRACTICE AREAS

- Civil Litigation
- Class Action
- Complex Litigation
- Consumer Protection
- ERISA Trust Funds
- Privacy & Cybersecurity Litigation

EDUCATION

- Vanderbilt University Law School (J.D., 2024)
 - Branstetter Litigation & Dispute Resolution Program
- Vanderbilt University (Ph.D., Law & Economics, 2024)
 - Behavioral Law & Economics; Criminal & Juvenile Justice Policy
 - Russell G. Hamilton Scholar
 - University Graduate Fellow
- University of Texas in Austin (M.A., Economics, 2018)
- University of Texas in Austin (B.A. with High Honors, Economics, 2017)
 - Minors in Mathematics and Business Administration
 - Special Honors in Economics

CLERKSHIP

- Hon. Lynne T. Ingram, Eighth Circuit Court for Davidson County, Twentieth Judicial District, State of Tennessee (2024-2025)

BAR ADMISSIONS

- Tennessee
- U.S. District Court – Middle District of Tennessee
- U.S. District Court – Western District of Tennessee
- U.S. District Court – Southern District of Texas





Samuel W. Douthit

ASSOCIATE ATTORNEY

Samuel Douthit is an associate attorney specializing in complex civil litigation, including data breach and privacy class actions, in both state and federal courts.

He graduated summa cum laude in 2022 with a Bachelor of Science in finance and a minor in mathematics from the University of Tennessee-Knoxville. He served as president of the Men's Club Soccer Team and was a Haslam College of Business Global Leadership Scholar.

Mr. Douthit earned his J.D. degree cum laude in 2025 from Indiana University's Maurer School of Law, where he worked with the Intellectual Property Clinic, served as an online editor for the Indiana Law Journal and participated in the Sherman Minton Moot Court competition. During his summers off from law school, he worked as a law student attorney for a firm in Indiana and a small firm in Nashville, where he represented individuals in a wide variety of legal needs.

Mr. Douthit resides in the Nashville area with his wife and two cats. In his spare time, he enjoys running, watching his beloved Borussia Dortmund football club and Nashville Soccer Club, and eating at restaurants up and down Nolensville Road.

PHONE

615.254.8801

EMAIL

sdouthit@stranchlaw.com

LOCATION

The Freedom Center
Rosa L. Parks Avenue
Suite 200
Nashville, TN 37203

PRACTICE AREAS

- Class Action
- Privacy & Cybersecurity Litigation

EDUCATION

- Indiana University, Maurer School of Law (J.D., cum laude, 2025)
 - Online Editor, Indiana Law Journal
 - Participant, Sherman Minton Moot Court
 - Associate, Intellectual Property Law Clinic
- University of Tennessee (B.S., Finance, summa cum laude, 2022)
 - Global Leadership Scholar
 - Men's Soccer Club President

BAR ADMISSIONS

- Tennessee

PROFESSIONAL HONORS & ACTIVITIES

Memberships

- Tennessee Bar Association
- Nashville Bar Association



STRANCH, JENNINGS & GARVEY
PLLC