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*Attorneys for Plaintiff and the Settlement Class*

BRAD FABER, on behalf of himself and all  
others similarly situated,  
  
Plaintiff,  
  
v.  
  
MASTERMINDS, INC.,  
  
Defendant.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION

ATLANTIC COUNTY

Docket No. ATL-L-003322-25

Hon. Danielle J. Walcoff

**NOTICE OF MOTION**

To: ALL COUNSEL OF RECORD

PLEASE TAKE NOTICE that on Friday, March 27, 2026, the undersigned counsel for Plaintiff Brad Faber (“Plaintiff”) shall move before Hon. Danielle J. Walcoff, at Atlantic County Civil Courts Building, 1201 Bacharach Boulevard, 3rd Floor, Atlantic City, New Jersey 08401, for an Order (1) granting preliminary approval of the class action settlement described in the “Settlement Agreement” between Plaintiff and Masterminds, Inc. (“Defendant”) (together, the “Parties”); (2) preliminarily certifying the Settlement Class for purposes of Settlement; (3) appointing Plaintiff Brad Faber as Class Representative; (4) appointing Brittany Resch of Strauss

Borrelli PLLC as Settlement Class Counsel; (5) approving the Notice Program set forth in the Settlement Agreement; (6) appointing Analytics Consulting LLC as Settlement Administrator; (7) approving the form and content of the Short Form Notice, Long Form Notice, and Claim Form; and (8) scheduling a Final Fairness Hearing to consider entry of a final order approving the Settlement, final certification of the Settlement Class for settlement purposes only, and the request for attorney fees, costs, and a service award.

The Motion is supported by the accompanying memorandum of law, the Declaration of Brittany Resch, the Settlement Agreement, and the accompanying exhibits.

DATE: February 27, 2026

Respectfully submitted,

By: /s/ Patrick Howard  
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Excluded from the Settlement Class are (i) Defendant; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

Pursuant to New Jersey Court Rule 4:32-2(e), the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for the purposes of settlement because the Settlement meets all of the requirements of New Jersey Court Rule 4:32-1(a) and New Jersey Court Rule 4:32-1(b)(3). Specifically, the Court finds for settlement purposes that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representative are typical of and arise from the same operative facts and the Class Representative seeks similar relief as the claims of the Settlement Class Members; (d) the Class Representative will fairly and adequately protect the interests of the Settlement Class as the Class Representative has no interests antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this Action on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Action.

2. **Class Representative and Settlement Class Counsel.** The Court finds that Plaintiff Brad Faber is adequate and should be preliminarily appointed as the Settlement Class

Representative. Additionally, the Court finds that Brittany Resch of Strauss Borrelli PLLC is adequate and has fairly and adequately represented the interests of the Settlement Class and should be preliminarily appointed as Settlement Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith and arms' length negotiations between the Parties, the absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the equitable treatment of the Settlement Class Members under the Settlement, and all of the other factors required by New Jersey Court Rule 4:32 and New Jersey precedent.

4. **Jurisdiction.** The Court has subject matter jurisdiction and personal jurisdiction over the parties before it. Additionally, venue is proper in this County.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on \_\_\_\_\_ at \_\_\_\_\_, where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved; (c) this action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Settlement Class Counsel for an award of Attorneys'

Fees, Costs, and Expenses should be approved; and (f) the application of the Settlement Class Representative for a Service Award should be approved.

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

7. **Notice**. The proposed notice program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties, but without further order of the Court.

8. **Findings Concerning Notice**. The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Settlement Agreement and the exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of New Jersey law; and (e) and meet the requirements of the Due Process Clauses of the United States Constitution and the New Jersey Constitution. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable

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

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded (i.e., “opt-out”) from the Settlement Class must individually sign and timely submit an opt-out request in the manner provided in the Settlement Agreement. The written request must clearly manifest a person’s intent to be excluded from the Settlement Class, as set forth in the Settlement Agreement, and must be submitted individually, i.e., one request is required for every Settlement Class Member seeking exclusion. To be effective, such requests for exclusion must be submitted no later than the Opt-Out Deadline. If a Final Approval Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of the Settlement Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely requests to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

10. **Objections and Appearances.** A Settlement Class Member desiring to object to the Settlement Agreement may submit a timely written objection by the Objection Deadline in the manner provided in the Settlement Agreement. The Notice shall advise Settlement Class Members of the deadline for submission of any objections—the “Objection Deadline.” Any such objections to the Settlement Agreement must be written and must include all the information required by the Settlement Agreement. To be timely, written notice of an objection must be filed with the Court by the Objection Deadline. Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, shall be bound by all the terms of the

Settlement Agreement and by all proceedings, orders, and judgments in the Action, and shall be precluded from seeking any review of the Settlement Agreement and/or Final Approval Order and Judgment by appeal or other means. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the New Jersey Rules of Appellate Procedure and not through a collateral attack.

11. **Claims Process.** Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice. The Settlement Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

12. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary

Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) there is no Effective Date. In such event, (i) the Parties shall be restored to their respective positions in the Action prior to execution of the Settlement Agreement and shall jointly request that all scheduled Action deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or their counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action 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*.

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

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

15. **Stay of Litigation.** All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

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

<b>Event</b>	<b>Deadline</b>
Defendant provides class list to the Settlement Administrator	Within fifteen (15) days of the entry of the Preliminary Approval Order
Notice Date	Not later than thirty (30) days after entry of the Preliminary Approval Order
Plaintiff's Motion for Final Approval and Attorneys' Fees, Costs, and a Service Award	At least fourteen (14) days before the Opt-Out and Objection Deadlines
Reminder Notice, if necessary	Forty-five (45) days before the Claims Deadline
Objection Deadline	60 days after the Notice Deadline
Opt-Out Deadline	60 days after the Notice Deadline
Claims Deadline	Ninety (90) days after the Notice Deadline.
Final Approval Hearing	No earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order

**IT IS SO ORDERED** on \_\_\_\_\_

\_\_\_\_\_

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SUPERIOR COURT OF NEW JERSEY  
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Docket No. ATL-L-003322-25

Hon. Danielle J. Walcoff

**MEMORANDUM IN SUPPORT OF  
PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL  
OF CLASS ACTION SETTLEMENT**

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## I. Introduction

Plaintiff Brad Faber respectfully moves the Court to grant preliminary approval of the class action settlement (“Settlement”) with Defendant Masterminds, Inc. (together the “Parties”). The terms of the Settlement are set forth in the settlement agreement (“Settlement Agreement” or “S.A.”). This case arises out of a cybersecurity incident that impacted Defendant on or around June 3, 2025 (the “Data Incident”). Plaintiff alleged that the Data Incident impacted the Personal Information of approximately 396 of Defendant’s current and former employees (i.e., the “Settlement Class” or “Settlement Class Members”).

The Settlement provides timely and tailored relief to the Settlement Class—including monetary relief up to an aggregate cap of \$100,000.00 (the “Aggregate Cap”) which will pay for the following benefits. **First**, the Settlement provides up to \$3,000.00 per person for extraordinary losses (e.g., fraud or identity theft). **Second**, the Settlement provides up to \$500.00 per person for ordinary losses which includes up to \$60.00 per person for lost time. **Third**, the Settlement provides an alternative cash payment of \$50.00 per person. **Fourth**, the Settlement provides each Settlement Class Member with one-year of credit monitoring services through three credit bureaus and also at least \$1,000,000 in identity theft protection insurance. **Fifth**, Defendant has agreed to pay for cybersecurity improvements and then maintain those improvements for at least seven (7) years. Notably, Defendant has agreed to pay for these improvements *separate and apart* from all other settlement benefits.

Simply put, the Settlement provides the exact relief sought by the lawsuit—and satisfies the requirements for preliminary approval. Thus, Plaintiff respectfully requests that the Court enter an Order: (i) granting preliminary approval of the Settlement; (ii) preliminarily certifying the

Settlement Class for settlement purposes; (iii) appointing Brad Faber as Class Representative; (iv) appointing Brittany Resch of Strauss Borrelli PLLC as Settlement Class Counsel; (v) appointing Analytics Consulting LLC as Settlement Administrator; (vi) approving the proposed Notice Program; (vii) approving the form and content of the Short Form Notice, Long Form Notice, and Claim Form; (viii) approving the proposed Opt-Out and Objections Procedures; and (ix) scheduling a Final Approval Hearing—wherein the Court will consider final approval of the Settlement, final certification of the Settlement Class for settlement purposes, and any motion for attorney fees, costs, and a service award.

## **II. Background**

### **A. Litigation History**

Defendant is a creative advertising agency based in Atlantic County, New Jersey. *See* S.A. ¶ 1. On July 16, 2025, Plaintiff filed a class action complaint against Defendant in the United States District Court for the District of New Jersey, stylized *Faber v. Masterminds Inc.*, No. 1:25-cv-13370. *Id.* Therein, Plaintiff alleged that Defendant was impacted by the Data Incident on or around June 3, 2025, which impacted the personal information of the Settlement Class (i.e., the current and former employees of Defendant). *Id.* ¶ 2. Plaintiff brought claims for negligence, negligence *per se*, breach of implied contract, invasion of privacy, unjust enrichment, breach of fiduciary duty, and declaratory judgment. *Id.* ¶ 3.

### **B. Arm's Length Negotiations**

To conserve resources, the Parties began discussing the possibility of early resolution and agreed to exchange informal discovery regarding, *inter alia*, the types of Personal Information impacted, Defendant's analysis of the Data Incident, the number of Settlement Class Members, the locations of Settlement Class Members, and Defendant's response to the Data Incident. *Id.* ¶ 4.

By exchanging informal discovery, the Parties obtained an objective understanding of the underlying facts. *Id.* Thus, the Parties were able to carefully evaluate the strengths and weaknesses of the claims and defenses. *Id.*

Then, for over three months, the Parties engaged in arm’s length negotiations—wherein the Parties evaluated and discussed the relevant facts and law and carefully weighed the risks and uncertainties of continued litigation. *Id.* ¶ 5. Throughout the entire process, the Parties agreed to not negotiate attorney fees or a service award until the core terms of a settlement were finalized, this avoiding any conflicts. *Id.*

After numerous rounds of back-and-forth negotiations, the Parties eventually reached an agreement on the core terms of the Settlement on December 8, 2025. *Id.* ¶ 6. Thereafter, the Parties continued to negotiate the finer terms of the Settlement. *Id.* To facilitate the Settlement, Plaintiff voluntarily dismissed his federal court complaint on December 11, 2025. *Id.* ¶ 7. Then, Plaintiff filed the operative complaint in this Court on December 18, 2025. *Id.*

### **C. The Settlement Class**

The Settlement Class is defined as “All individuals to whom written notification was provided by Masterminds Inc. on or around June 3, 2025, regarding the Data Incident.” *Id.* ¶ 47. In total, there are approximately 396 Settlement Class Members. *Id.*

### **D. Settlement Benefits**

The Settlement provides timely and tailored relief to the Settlement Class—including monetary relief up to the Aggregate Cap of \$100,000.00. *Id.* ¶ 55. Subject to the Aggregate Cap, Defendant will pay claims submitted for the following forms of relief.

***Credit Monitoring.*** All Settlement Class Members will be offered the opportunity to enroll in Credit Monitoring Services which will include one year of credit monitoring through three bureaus and at least \$1,000,000 in identity theft protection insurance. *Id.* ¶ 54.

***Reimbursement for Extraordinary Losses.*** Defendant will pay up to \$3,000.00 per person for unreimbursed monetary losses stemming from fraud or identity theft. *Id.* ¶ 55(a). To be valid, claims for extraordinary losses must be supported with third-party documentation. *Id.*

***Reimbursement for Ordinary Losses.*** Defendant will pay up to \$500.00 per person for Ordinary Losses including, without limitation, professional fees (including attorney fees and accountant fees); fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of data breach, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. *Id.* ¶ 55(b). To be valid, claims for ordinary losses must be supported with third-party documentation. *Id.*

***Reimbursement for Lost Time.*** Defendant will pay up to \$60.00 for lost time responding to the Data Incident (i.e., up to four hours at a rate of \$15.00 per hour). *Id.* ¶ 55(c). To be valid, claims for lost time do not require third-party documentation, and instead only requires an attestation that the claimed time was spent responding to the Data Incident. *Id.*

***Alternative Cash Payments.*** In the alternative to claims for extraordinary losses, ordinary losses, and lost time, Settlement Class Members can claim a \$50.00 cash payment. *Id.* ¶ 55(d). However, Settlement Class Members can claim *both* an alternative cash payment and also the credit monitoring services. *Id.* Notably, Settlement Class Members do not need to provide third-party documentation to receive the \$50.00 cash payment. *Id.*

**Cybersecurity Investments.** Separate and apart from the Aggregate Cap of \$100,000.00, Defendant has agreed to pay for information security improvements—which Defendant shall then maintain for at least seven (7) years. *Id.* ¶ 56. If requested by the Court, Defendant will submit—for *in camera* review—a confidential declaration describing its information security improvements since the Data Breach and estimating the annual cost of those improvements. *Id.* Thus, the Settlement provides meaningful relief to all Settlement Class Members (regardless of whether or not a Settlement Class Member submits a claim). *Id.*

#### **E. The Notice Program**

The Parties recommend that the Court appoint Analytics Consulting LLC (“Analytics”) as the Settlement Administrator. S.A. ¶ 46. Analytics is a well-regarded Settlement Administrator and has substantial experience in administering complex data breach settlements. *See* Declaration of Brittany Resch (“Resch Decl.”) ¶ 10. Under the Settlement Agreement, Analytics will provide direct notice to the Settlement Class pursuant to the “Notice Program.” S.A. ¶¶ 63–67.

Within fifteen (15) days after entry of a preliminary approval order, Defendant will provide Analytics with names and contact information of the Settlement Class. *Id.* ¶ 63. Analytics will then disseminate notice to the Settlement Class by sending the Short Form Notice, attached to the Settlement Agreement as Exhibit A, through First Class U.S. mail. *Id.* ¶ 64. For any notices that are returned as “undeliverable,” Analytics will perform a “skip tracing” analysis to obtain updated mailing address and then re-send the Short Form Notices. *Id.* Furthermore, if the claims rate is below 2% with forty-five (45) days left before the Claim Deadline, then Analytics will send a reminder notice (the “Reminder Notice”) to Settlement Class Members. *Id.* ¶ 65.

Analytics will also establish a settlement-specific website (the “Settlement Website”) which will provide easy access to all relevant documents and deadlines. *Id.* ¶ 66. The Settlement

Website will also include a toll-free telephone number, e-mail address, and mailing address so that Settlement Class Members can easily contact Analytics. *Id.* Notably, the Settlement Website will also provide Settlement Class Members with the option to submit a claim electronically directly on the Settlement Website. *Id.*

In sum, the proposed Notice Program satisfies the requirements of due process, New Jersey law, and aligns with the notice plans in analogous data breach settlements.

Defendant will also pay for the costs of notice and administration separate and apart from the Settlement benefits. *Id.* ¶ 67.

#### **F. The Release**

In consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released Defendant and the Released Parties from any and all Released Claims, including Unknown Claims. *Id.* § X, ¶¶ 40-42. The Released Claims are limited to those related to the Data Incident and the facts alleged in the Action. *Id.* ¶ 40.

#### **G. Opt-Outs & Objections**

Settlement Class Members can “opt-out” (a.k.a. “exclude themselves”) from the Settlement by submitting an opt-out request to Analytics postmarked before the Opt-Out Deadline. *Id.* ¶ 68(a–d). Alternatively, Settlement Class Members can “object” to the Settlement by filing an objection with the Court before the Objection Deadline. *Id.* ¶ 69. The objector must also send a copy of the written objection to Analytics, Settlement Class Counsel, and Counsel for Defendant. *Id.*

#### **H. Attorney Fees, Costs, & Service Award**

Under the Settlement Agreement, Class Counsel may seek an award of attorney fees and costs of up to \$100,000 which shall be paid by Defendant separate and apart from all other

settlement benefits. *Id.* ¶¶ 5, 87. Class Counsel also will request a modest service award of \$2,500 for Plaintiff in recognition of his contributions and dedication to the Settlement Class. *Id.* ¶ 86.

### III. Legal Standard

New Jersey courts have explained that “[t]here is a clear public policy in this state favoring settlement of litigation.” *Strougo v. Ocean Shore Holding Co.*, 457 N.J. Super. 138, 157, 198 A.3d 309, 320 (Super. Ct. 2017) (quoting *Herrera v. Twp. of S. Orange Vill.*, 270 N.J. Super. 417, 424, 637 A.2d 526 (App. Div. 1993)). Notably, voluntary settlements are strongly favored “particularly in the context of large class actions.” *In re HealthEC LLC Data Breach Litig.*, No. 2:24-cv-26, 2025 U.S. Dist. LEXIS 107723, at \*22–24 (D.N.J. June 6, 2025) (citing *Ehrheart v. Verizon Wireless*, 609 F.3d 590, 594–95 (3d Cir. 2010)).

The settlement of a class action requires court approval. R. 4:32-2(e)(1)(C) (“The court may approve a settlement, voluntary dismissal, or compromise that would bind class members only after a hearing and on finding that the settlement, voluntary dismissal, or compromise is fair, reasonable, and adequate.”). The approval process generally involves “three stages and two separate hearings.” WILLIAM B. RUBENSTEIN, NEWBERG AND RUBENSTEIN ON CLASS ACTIONS § 13:1 (6th ed. 2022) (hereinafter, “NEWBERG”); *see also* MANUAL FOR COMPLEX LITIGATION (FOURTH) § 21.632 (2004) (hereinafter, “MANUAL”) (“Review of a proposed class action settlement generally involves two hearings.”).

**First**, the court holds a “preliminary approval hearing” and makes “initial determinations of the reasonableness of the settlement[.]” NEWBERG, § 13:10. As a practical matter, “the court’s primary objective . . . is to establish whether to direct notice of the proposed settlement to the class, invite the class’s reaction and schedule a final fairness hearing.” *Id.* At the preliminary approval

hearing, the court “should make a preliminary determination that the proposed class satisfies the [class action] criteria.” MANUAL, § 21.633.

*Second*, after the preliminary approval hearing, courts may enter a “preliminary approval order” that “directs the parties to provide notice of the proposed settlement to the class, and sets forth a schedule for objections, opt-outs, and a final fairness hearing” and also appoints “class counsel, class representatives, and . . . a claims administrator.” NEWBERG, § 13:12. Thereafter, “class members are given an opportunity to object or . . . to opt out of the settlement.” *Id.* § 13:10.

*Third*, the court holds a “final approval hearing” and “decides whether or not to give ‘final approval’ to the settlement.” NEWBERG, § 13:10. At the final approval hearing, the court must finally determine whether the settlement is fair, reasonable, and adequate. *See* NEWBERG, § 13:42.

#### IV. Argument

Preliminary approval is proper because the Settlement is procedurally and substantively fair, reasonable, and adequate. Notably, New Jersey courts readily grant preliminary approval—and then final approval—of analogous data breach class action settlements.<sup>1</sup> *See, e.g., HealthEC*, No. 2:24-cv-26, Dkt. No. 185 (D.N.J. Jan. 13, 2026) (granting final approval of a data breach class action); *Wendelken v. Hafetz and Associates LLC*, No. 24-cv-07755, Dkt. No. 18 (D.N.J. Sept. 24, 2025) (granting preliminary approval); *Wilkins et al., v. Mulkey Cardiology Consultants*, No. BER-L-006203-23 at pg. 7 (Super. Ct. April 11, 2025) (granting final approval of a settlement that provided patients with (i) up to \$500.00 for ordinary losses, (ii) up to \$5,000 for extraordinary losses, (iii) up to \$75.00 for lost time, (iv) two-years of credit monitoring, and (v) an alternative

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<sup>1</sup> Federal case law is persuasive because “New Jersey rule parallels Rule 23 of the Federal Rules of Civil Procedure.” *Strougo*, 457 N.J. Super. at 158; *see also Sutter v. Horizon Blue Cross Blue Shield*, No. A-5725-09T1, 2012 N.J. Super. Unpub. LEXIS 1661, at \*7 n.1 (Super. Ct. App. Div. July 11, 2012) (“Since the New Jersey class action rule is modeled after the federal class action rule, federal cases are persuasive authority.”).

cash payment of \$48.00); *Tornese v. Centrastate Healthcare System*, No. N-L-002002-24 08/2 (Super. Ct. Nov. 8, 2024) (same); *Cunningham v. DG3 N. Am., Inc.*, No. 2:24-cv-07385, 2025 U.S. Dist. LEXIS 203600, at \*50 (D.N.J. Oct. 14, 2025) (same); *Holden v. Guardian Analytics, Inc.*, No. 2:23-cv-2115, Dkt. No. 62 (D.N.J., June 5, 2024) (same). Here too, the Court should grant preliminary approval.

This Settlement provides monetary relief that aligns with analogous data breach class action settlements thus demonstrating that this Settlement is fair, reasonable, and adequate as a matter of New Jersey law. As explained below, preliminary approval is warranted—and the Settlement satisfies the applicable standards of Rule 4:32-1(a), Rule 4:32-1(b)(3), and the *Girsh* factors. Thus, the Court should grant preliminary approval.

**A. The Settlement Class satisfies Rule 4:32-1(a) and Rule 4:32-1(b)(3).**

The Settlement Class satisfies Rule 4:32-1(a) which requires numerosity, commonality, typicality, and adequacy. Additionally, the Settlement Class satisfies Rule 4:32-1(b)(3) which requires predominance and superiority. Thus, the Court should grant preliminary approval.

*Numerosity* is satisfied when “the class is so numerous that joinder of all members is impracticable.” R. 4:32-1(a)(1). The New Jersey Supreme Court has explained that “classes of 40 or more are numerous enough.” *Baskin v. P.C. Richard & Son, LLC*, 246 N.J. 157, 174, 249 A.3d 461, 471 (2021) (internal quotation omitted). Here, numerosity is satisfied because there are 396 people in the Settlement Class. S.A. ¶ 47.

*Commonality* is satisfied when “there are questions of law or fact common to the class[.]” R. 4:32-1(a)(2). In *Cunningham*, commonality was satisfied because “the dispute involve[d] common issues relating to the Data Incident and the alleged failure to adequately protect PII, the resulting harm to the Class, and the appropriate measure of Class damages.” 2025 U.S. Dist.

LEXIS 203600, at \*19 (D.N.J.). Like *Cunningham*, commonality is satisfied here because the dispute centers on common questions—including the alleged failure by Defendant to use reasonable data security, whether Plaintiff and Class Members suffered damages, and the appropriate measure of damages. *See* Complaint (“Compl.”), ¶ 90. Thus, commonality is satisfied.

**Typicality** is satisfied when “the claims or defenses of the representative parties are typical of the claims or defenses of the class.” R. 4:32-1(a)(3). In *Cunningham*, typicality was satisfied because “both Plaintiffs and Class Members were injured by the same common course of conduct by Defendants—the alleged failure to protect PII in the Data Incident.” 2025 U.S. Dist. LEXIS 203600, at \*20 (D.N.J.). Like *Cunningham*, typicality is satisfied here because Plaintiff and Settlement Class Members were all impacted by the same Data Incident that impacted Defendant on or around June 3, 2025. *See* S.A. ¶ 20. Thus, typicality is satisfied.

**Adequacy** is satisfied when “the representative parties will fairly and adequately protect the interests of the class.” R. 4:32-1(a)(4). In *Cunningham*, adequacy was satisfied because the attorneys were “experienced, familiar with the applicable legal issues, and qualified” and the plaintiffs “suffered the same injury as the Class Members [and] possess the same interest.” 2025 U.S. Dist. LEXIS 203600, at \*21 (D.N.J.). Like *Cunningham*, adequacy is satisfied here because Settlement Class Counsel has significant experience in complex class action litigation and is currently litigating over fifty data breach cases in courts across the country. Resch Decl. ¶ 15. Moreover, Plaintiff Brad Faber was an adequate class representative because he, *inter alia*, provided facts for the complaint, reviewed the complaint for accuracy, met with Class Counsel to answer numerous questions, provided information to assist in settlement negotiations, and remained available throughout the entire litigation and settlement process. *Id.* ¶ 11. Thus, adequacy is satisfied.

**Predominance** is satisfied when “questions of law or fact common to the members of the class predominate over any questions affecting only individual members[.]” R. 4:32-1(b)(3). In *Cunningham*, predominance was satisfied because “Defendants’ alleged failure to protect PII properly provides the basis for liability as to all potential Class Members” and “proofs required to demonstrate this violation predominate over individualized inquiries.” 2025 U.S. Dist. LEXIS 203600, at \*23 (D.N.J.). Like *Cunningham*, predominance is satisfied here because the question of reasonable data security provides the basis for any liability. *See* Compl. ¶ 93. Thus, predominance is satisfied.

**Superiority** is satisfied when the “class action is superior to other available methods for the fair and efficient adjudication of the controversy.” R. 4:32-1(b)(3). In *Cunningham*, superiority was satisfied because litigating thousands of separate claims “would further unduly burden the judicial system.” 2025 U.S. Dist. LEXIS 203600, at \*24 (D.N.J.). Likewise, superiority is satisfied here because individually litigating the claims of the 396 Settlement Class Members would be impracticable. *See* S.A. ¶ 47. Thus, superiority is satisfied.

In sum, the Settlement Class satisfies Rule 4:32-1(a) and Rule 4:32-1(b)(3), and preliminary approval is warranted.

**B. The *Girsh* factors support preliminary approval and demonstrate that the Settlement is fair, reasonable, and adequate.**

Under Rule 4:32-2(e)(1)(C), the court “may approve a settlement . . . only after a hearing and on finding that the settlement, voluntary dismissal, or compromise is fair, reasonable, and adequate.” In New Jersey,<sup>2</sup> courts apply the nine *Girsh* factors to evaluate the fairness,

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<sup>2</sup> While the *Girsh* factors originate in the Third Circuit, New Jersey state courts have also adopted the *Girsh* factors. *See, e.g., Strougo*, 457 N.J. Super. at 159 (“Because the *Girsh* factors are

reasonableness, and adequacy of a class settlement. *HealthEC*, 2025 U.S. Dist. LEXIS 107723, at \*24–25. The nine *Girsh* factors are: “(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.” *Id.* (quoting *Girsh v. Jepsen*, 521 F.2d 153, 157 (3d Cir. 1975)).

As explained below, seven of the nine *Girsh* factors support approval (and two factors are neutral). Thus, on balance, the *Girsh* factors support preliminary approval.

**1. The complexity, expense, and duration of litigation supports preliminary approval.**

The first *Girsh* factor strongly supports preliminary approval because further litigation would be complex, expensive, and protracted—and courts “have found this first *Girsh* factor to be easily satisfied in data breach class actions.” *HealthEC*, 2025 U.S. Dist. LEXIS 107723, at \*26 (collecting cases). Thus, in *Cunningham*, the court concluded that settlement “eliminates the costs and risks associated with further litigation” and the first *Girsh* factor “weighs strongly in favor of

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reinforced by a substantial amount of case law in the Third Circuit and elsewhere, this court is persuaded to formally adopt these factors in New Jersey when conducting an analysis to determine the approval of a class action settlement pursuant to Rule 4:32-2(e). The court will now apply the *Girsh* factors to this case.”); *Moore v. Atl. Cnty.*, No. ATL-L-902-15, 2021 N.J. Super. Unpub. LEXIS 5576 at \*3 (Super. Ct. May 11, 2021) (“The Court finds that the *Girsh* factors weigh in favor of granting final approval of the Settlement Agreement.”); *Lopez-Negron v. Progressive Cas. Ins. Co.*, No. CAM-L-779-15, 2020 N.J. Super. Unpub. LEXIS 4899 at \*2 (Super. Ct. Oct. 5, 2020) (“The Court finds that eight of the nine *Girsh* factors weigh in favor of granting final approval of the Settlement Agreement.”).

final approval.” 2025 U.S. Dist. LEXIS 203600, at \*11–12 (D.N.J.). Here too, the first *Girsh* factor supports preliminary approval.

**2. The reaction of Class Members is neutral at this stage.**

The second *Girsh* factor is neutral at this stage because Class Members have not yet had the opportunity to voice any opposition (or support) to the Settlement. *See HealthEC*, 2025 U.S. Dist. LEXIS 107723, at \*27 (D.N.J. June 6, 2025) (“At this preliminary approval stage, it is impossible to know the reaction of the class to the settlement. The class representatives support the settlement. Class members will receive notice and will be afforded the opportunity to object or opt out. This factor is, at best, neutral.”).

**3. The stage of proceedings supports preliminary approval.**

The third *Girsh* factor supports preliminary approval because Class Counsel engaged in substantial pre-suit discovery and the Parties exchanged informal discovery—including, *inter alia*, the types of Personal Information impacted, Defendant’s analysis of the Data Incident, the number of Settlement Class Members, the locations of Settlement Class Members, and Defendant’s response to the Data Incident. *See* S.A. ¶¶ 4–5; *see also HealthEC*, 2025 U.S. Dist. LEXIS 107723, at \*28 (D.N.J. June 6, 2025) (“While no discovery was completed, a thorough factual investigation was conducted to facilitate and assess the settlement. . . . Thus, while this matter is still in its relative infancy, this matter has proceeded far enough along that this factor weigh in favor of settlement.”). Thus, the Parties were able to objectively evaluate the strengths and weaknesses of the underlying claims and defenses. *See* S.A. ¶¶ 4–5. Thus, the third *Girsh* factor supports preliminary approval.

**4. The risks of establishing liability supports preliminary approval.**

The fourth *Girsh* factor supports preliminary approval because establishing causation and liability is likely to be difficult in data breach class actions, and indeed, no data breach class action has gone to trial. *In re Onix Grp., LLC Data Breach Litig.*, No. 23-2288, 2024 U.S. Dist. LEXIS 225686, \*27 (E.D. Pa. Dec. 13, 2024) (“[T]here is a risk of establishing liability, and in turn, damages, because this case involves a number of open questions, including whether Defendant owed a duty to the class to safeguard sensitive information, whether Defendant breached that duty, whether the compromised information was actually viewed by bad actors . . . whether Defendant’s conduct was the proximate cause of the breach, and the extent to which the class is entitled to recovery.”). Thus, in *Cunningham*, the court concluded that the fourth *Girsh* factor supported approval. 2025 U.S. Dist. LEXIS 203600, at \*13–14 (D.N.J.). Here too, the fourth *Girsh* factor supports approval.

**5. The risks of establishing damages supports preliminary approval.**

The fifth *Girsh* factor supports preliminary approval because establishing damages is likely to be difficult in data breach cases—and plaintiffs “likely would have encountered obstacles to establishing class-wide damages, particularly due to the inherent uncertainty of quantifying injury in a data breach case.” *In re Canon United States Data Breach Litig.*, No. 20-CV-6239, 2024 U.S. Dist. LEXIS 138499, at \*30 (E.D.N.Y. Aug. 5, 2024). Thus, in *Cunningham*, the court concluded that the fifth *Girsh* factor supported approval. 2025 U.S. Dist. LEXIS 203600, at \*13–14 (D.N.J.). Here too, the fifth *Girsh* factor supports preliminary approval.

**6. The risks of maintaining the Class through the trial supports preliminary approval.**

The sixth *Girsh* factor supports preliminary approval because achieving—and then maintaining—class certification is difficult in any class action and will likely be for data breach cases as well. *See Maldini v. Marriott Int’l, Inc.*, 140 F.4th 123 (4th Cir. 2025) (decertifying the class in a data breach class action). Moreover, “no data breach class action has reached the trial stage” and “the trial risk is difficult to quantify and raises the uncertainty involved in the case.” *Canon*, 2024 U.S. Dist. LEXIS 138499, \*30. Thus, in *Cunningham*, the court concluded that the sixth *Girsh* factor supported approval. 2025 U.S. Dist. LEXIS 203600, at \*14–15 (D.N.J.). Here too, the sixth *Girsh* factor supports preliminary approval.

**7. The ability of Defendant to withstand a greater judgment is neutral regarding preliminary approval.**

The seventh *Girsh* factor is neutral because it “has marginal relevance unless the ability of a defendant to survive a judgment is central to the negotiation process.” *Cunningham*, 2025 U.S. Dist. LEXIS 203600, at \*15 (D.N.J.). Thus, in *Cunningham*, this factor was “neutral” because the resources of the defendant were not relevant. *Id.* Here too, the seventh *Girsh* factor is neutral because the resources of Defendant were not central to the negotiation process. Resch Decl. ¶ 7.

**8. The range of reasonableness of the Settlement supports preliminary approval.**

The eighth and ninth *Girsh* factors support preliminary approval because the Settlement is reasonable when balancing the “best possible recovery” with “all the attendant risks of litigation.” *See HealthEC*, 2025 U.S. Dist. LEXIS 107723, at \*24–25. For example, in *Wilkins*, the Bergen County Superior Court granted final approval of a settlement that provided patients with (i) up to \$500.00 for ordinary losses, (ii) up to \$5,000 for extraordinary losses, (iii) up to \$75.00 for lost time, (iv) two-years of credit monitoring, and (v) an alternative cash payment of \$48.00. No. BER-

L-006203-23, at pg. 5 (Super. Ct. March 21, 2025). Here, the Settlement provides analogous monetary benefits—including a slightly larger alternative cash payment of \$50.00 per person. *See* S.A. ¶ 55. In other words, *Wilkins* demonstrates that the Settlement provides reasonable relief when balancing the “best possible recovery” with “all the attendant risks of litigation.” Thus, both the eighth and ninth *Girsh* factors support preliminary approval.

In sum, seven of the nine *Girsh* factors support approval (and two factors are neutral). Thus, on balance, the *Girsh* factors support preliminary approval—and demonstrate that the Settlement is fair, reasonable, and adequate.

**C. The Court should approve the Notice Program and Appoint the Settlement Administrator.**

The Court should approve the appointment of Analytics Consulting LLC as the Settlement Administrator. S.A. ¶ 46. Analytics is a well-regarded Settlement Administrator and has substantial experience in administering complex data breach settlements. *See* Resch Decl. ¶ 10.

The Court should approve the proposed Notice Program—which satisfies both due process and New Jersey law. *See* S.A. ¶¶ 63–67; R. 4:32-2(e)(B) (“The court shall direct notice in a reasonable manner to all class members who would be bound by a proposed settlement, voluntary dismissal, or compromise.”). Here, the Notice Program will provide direct formal notice “via postcard through First Class U.S. mail.” S.A. ¶ 64; *see also Easterday v. USPack Logistics LLC*, No. 1:15-CV-07559, 2023 U.S. Dist. LEXIS 116655, at \*17 (D.N.J. July 6, 2023) (“Notice by first-class mail is regularly deemed adequate notice.”). Moreover, the Short Form Notice and Long Form Notice provide all the information required by Rule 4:32-2(b)(2). Notably, Analytics will also send a “reminder notice . . . if the claims rate is under 2% as of 45 days before the Claim

Deadline.” S.A. ¶ 65. In sum, the Notice Program satisfies due process and New Jersey law, and the Court should approve the Notice Program.

**V. Conclusion**

For the foregoing reasons, Plaintiff respectfully requests that this Court grant preliminary approval, preliminarily certify the Settlement Class for purposes of settlement, and enter the proposed preliminary approval order.

DATE: February 27, 2026

Respectfully submitted,

By: /s/ Patrick Howard

Patrick Howard (SBN 02280-2001)

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*Attorneys for Plaintiff and the Settlement Class*

**CERTIFICATE OF SERVICE**

I, Patrick Howard, hereby certify that on February 27, 2026, I electronically filed the foregoing with the Clerk of the Court using the Court's e-filing system, which will send notification of such filing to counsel of record via the e-filing system.

DATED this 27th day of February, 2026.

SALTZ MONGELUZZI & BENDESKY, P.C.

By: /s/ Patrick Howard  
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*Attorneys for Plaintiff and the Settlement Class*

BRAD FABER, on behalf of himself and all  
others similarly situated,  
  
Plaintiff,  
  
v.  
  
MASTERMINDS, INC.,  
  
Defendant.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION

ATLANTIC COUNTY

Docket No. ATL-L-003322-25

Hon. Danielle J. Walcoff

**DECLARATION OF BRITTANY RESCH**

1. I, Brittany Resch, am counsel for Plaintiff Brad Faber in the above-captioned case. This declaration supports Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement. The Settlement Agreement is attached hereto as Exhibit A. I have personal knowledge of the facts set forth in this declaration and could testify competently to them if called upon to do so.

**LITIGATION BACKGROUND**

2. Plaintiff Brad Faber is a victim of the cybersecurity incident that allegedly impacted Defendant Masterminds, Inc. on or around June 3, 2025 (the “Data Incident”).

3. Before filing the case, Class Counsel conducted extensive pre-suit investigation into the cause of the Data Incident, and severity of the Data Incident, and the extent of injuries to Plaintiff and the Class.

4. Thereafter, on July 16, 2025, Plaintiff filed a class action complaint against Defendant in the United States District Court for the District of New Jersey, stylized *Faber v. Masterminds Inc.*, No. 1:25-cv-13370. Plaintiff brought claims for negligence, negligence *per se*, breach of implied contract, invasion of privacy, unjust enrichment, breach of fiduciary duty, and declaratory judgment.

5. To conserve resources, the Parties began discussing the possibility of early resolution and agreed to exchange informal discovery regarding, *inter alia*, the types of Personal Information impacted, Defendant's analysis of the Data Incident, the number of Settlement Class Members, the locations of Settlement Class Members, and Defendant's response to the Data Incident. By exchanging informal discovery, the Parties obtained an objective understanding of the underlying facts. Thus, the Parties were able to carefully evaluate the strengths and weaknesses of the claims and defenses. Defendant represented there are approximately 396 people in the Settlement Class.

6. Then, for over three months, the Parties engaged in arm's length negotiations—wherein the Parties evaluated and discussed the relevant facts and law and carefully weighed the risks and uncertainties of continued litigation. The Parties discussed the relevant facts and law and advocated their positions. Throughout the entire process, the Parties agreed to not negotiate attorney fees or service award until the core terms of a settlement were finalized (i.e., to avoid any conflicts).

7. After numerous rounds of back-and-forth negotiations, the Parties eventually reached an agreement on the core terms of the Settlement on December 8, 2025. Thereafter, the Parties continued to negotiate the finer terms of the Settlement. In doing so, the resources of Defendant were not central to the negotiation process.

8. To facilitate the Settlement, Plaintiff voluntarily dismissed his federal court complaint on December 11, 2025. Then, Plaintiff filed the operative class action complaint in the Superior Court of New Jersey, Atlantic County on December 18, 2025.

### **RECOMMENDATIONS OF COUNSEL**

9. Counsel's years of experience representing individuals in complex class actions—including data breach actions—informed Plaintiff's settlement position, and the needs of Plaintiff and the proposed Settlement Class. Indeed, Class Counsel is currently litigating over one hundred data breach class actions in courts across the country. While I believe in the merits of the claims brought in this case, I am also aware that a successful outcome is uncertain and would be achieved, if at all, only after prolonged, arduous litigation with the attendant risk of drawn-out appeals and the potential for no recovery at all. Given my experience, it is my opinion that the proposed Settlement of this matter provides significant relief to the Settlement Class Members and warrants the Court's preliminary approval. The proposed Settlement will give the Parties the benefit of finality, as opposed to protracted and individualized litigation. Moreover, the Settlement is well within the range of other data breach settlements in the relief that it provides. Individual litigation for all Settlement Class Members—who have the same claims arising from the same Data Incident—would be highly inefficient and unnecessarily burden judicial resources.

10. I recommend Analytics because it is a well-regarded Settlement Administrator and has substantial experience in administering complex data breach class action settlements.

11. Plaintiff Brad Faber is an adequate class representative because he, *inter alia*, provided facts for the complaint, reviewed the complaint for accuracy, met with Class Counsel to answer numerous questions, provided information to assist in settlement negotiations, and remained available throughout the entire litigation and settlement process

### **QUALIFICATIONS OF COUNSEL**

12. Strauss Borrelli PLLC is a law firm based in Chicago, Illinois, that focuses on complex class action litigation with an emphasis on data privacy and consumer protection. The Strauss Borrelli Firm Resume is attached hereto as Exhibit B.

13. Brittany Resch is a partner in Strauss Borrelli's nationwide class action practice. She focuses on litigating complex class actions in state and federal courts—including disputes involving data breaches, false advertising, and consumer protection and privacy issues. Since 2023, Ms. Resch has served as an adjunct professor at the University of Minnesota Law School teaching a seminar on e-Discovery. Ms. Resch has substantial experience managing all aspects of discovery in the firm's complex class action matters. Ms. Resch has been a featured speaker on discovery, standing, data security, and privacy at The Sedona Conference Working Group 11 (on Data Security and Privacy) Midyear Meeting 2024, at Everlaw Summit 2024, and at numerous CLEs.

14. Ms. Resch received her J.D. from the University of Minnesota Law School in 2015, after which she clerked for the Honorable Richard H. Kyle, Senior United States District Judge for the District of Minnesota. Ms. Resch was named one of the Attorneys of the Year in 2019 by Minnesota Lawyer for her work representing a *pro se* litigant in federal court through the District of Minnesota Federal Bar Association's Pro Se Project.

15. Ms. Resch has significant experience in data privacy litigation and is currently litigating more than fifty data breach cases in courts around the country as counsel on behalf of millions of data breach victims, including *Devine v. Horizontal Integration, Inc.*, Case No. 24-cv-04555-JMB-DLM (D. Minn.); *Lomedico, et al. v. MarineMax, Inc.*, Case No. 08-24-cv-01784 (M.D. Fla.) (appointed joint interim class counsel); *Adam Schroeder v. M.I. Industries, Inc. d/b/a Instinct Pet Food*, Case No. 25SL-CC02259 (St. Louis County Circuit Court); *Matthew Egner v. Goodwill Industries of Southwest Oklahoma & North Texas, Inc.*, Case No. 2025-189 (Comanche Cnty. Dist. Ct. Okla.); *Ashley Anderson v. Self Esteem Brands, LLC d/b/a Purpose Brands*, Case No. 82-CV-25-643 (10th Jud. Dist., Wash. Cty. MN. 2025); *Pull, et al. v. Baer's Furniture Co., Inc.*, Case No. 2024-CA-003418-O (Orange County, Florida) (appointed Settlement Class Counsel); *Jolie Hamilton v. Virginia Center for Orthopaedics, P.C. d/b/a Atlantic Orthopaedic Specialists*, Case No. 2:24-cv-696; *Maricle, et al. v. Southstate Bank N.A.*, Case No. 2024CA-002530-0000-00 (Polk County, Florida); *In Re Hankins Plastic Surgery Associates, P. C. dba Hankins & Sohn Plastic Surgery Associates*, Case No. 2:23-cv-00824-RFB-DJA (D. Nev.); *McKittrick v. Allwell Behavioral Health Services*, Case No. CH-2022-0174 (Muskingum County, Ohio) (appointed class counsel for settlement purposes); *Rosario, et al. v. Baldor Specialty Foods, Inc.*, Case No. 23-cv-03580 (S.D.N.Y.) (appointed class counsel for settlement purposes); *Stern v. Academy Mortgage Corp.*, Case No. 2:24-cv-15-DBB (D. Utah); *Hall v. Centerspace, LP*, Case No. 22-cv-2028 (D. Minn.) (appointed Settlement Class Counsel); *Morrison v. Entrust Corp., et al.*, Case No. 23-cv- 415 (D. Minn.) (appointed Settlement Class Counsel); *Batchelor v. MacMillan, et al.*, Case No. 157072/2023 (New York County, NY) (appointed Settlement Class Counsel); *Tribbia, et al., v. Hanchett Paper Company*, Case No. 2022 CH 3677 (Cook County, IL); *Benedetto v. Southeastern Pennsylvania Transportation Authority*, No. 210201425 (C.C.P.

Phila.); *Corra, et al. v. ACTS Retirement Services, Inc.*, No. 2:22-cv-02917 (E.D. Pa.); *Lamie, et al. v. LendingTree, LLC*, No. 3:22-cv- 00307 (W.D.N.C); and *In re Lincare Holdings Inc. Data Breach Litigation*, No. 8:22- cv-01472 (M.D. Fl.).

16. In addition to her robust data breach practice, Ms. Resch is also currently litigating a variety of consumer protection cases, including: *Callahan v. PeopleConnect, Inc.*, 20-cv-9203 (N.D. Cal.) (right of publicity); *Kellman et al. v. Spokeo*, 21-cv-08976 (N.D. Cal.) (right of publicity); *Brahm et al. v. Hospital Sisters Health Systems, et al.*, Case No. 3:23-cv-444 (W.D. Wis.) (pixel); and *Mekhail et al. v. North Memorial Health Care*, Case No. 23-cv-440-KMM-DLM (D. Minn.) (pixel).

\* \* \* \* \*

Pursuant to 28 U.S.C. § 1746, I declare and sign under penalty of perjury of the United States of America that the foregoing is true and correct.

Date: February 27, 2026

Respectfully submitted,

By: /s/ Brittany Resch  
 Brittany Resch (*Pro Hac Vice forthcoming*)  
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# **EXHIBIT A**

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Brad Faber (“Plaintiff” or “Settlement Class Representative”), individually and on behalf of the participating Settlement Class Members (as defined *infra*), and Masterminds, Inc. (“Masterminds” or “Defendant”) (together, the “Parties”), in the action *Faber v. Masterminds Inc.* (Case No. L00332225) filed on December 18, 2025, in the Superior Court of New Jersey, Atlantic County (the “Action”). The Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Action and the Released Claims (as defined *infra*), upon and subject to the terms and conditions below.

### **I. FACTUAL BACKGROUND AND RECITALS**

1. Defendant is a creative advertising agency based in Atlantic County, New Jersey. On July 16, 2025, Plaintiff filed a class action complaint against Defendant in the United States District Court for the District of New Jersey, stylized *Faber v. Masterminds Inc.*, No. 1:25-cv-13370.

2. Therein, Plaintiff alleged that Defendant was impacted by a cybersecurity incident (the “Data Incident”) on or around June 3, 2025. Plaintiff alleged that the Data Incident impacted the personal information (the “Personal Information”) of the current and former employees of Defendant (i.e., the “Settlement Class” or “Settlement Class Members”).

3. Therein, Plaintiff brought claims for negligence, negligence *per se*, breach of implied contract, invasion of privacy, unjust enrichment, breach of fiduciary duty, and declaratory judgment.

4. To conserve resources, the Parties began discussing the possibility of early resolution and agreed to exchange informal discovery regarding, *inter alia*, the types of Personal Information impacted, Defendant’s analysis of the Data Incident, the number of Settlement Class Members, the locations of Settlement Class Members, and Defendant’s response to the Data Incident. By exchanging informal discovery, the Parties obtained an objective understanding of the underlying facts. Thus, the Parties were able to carefully evaluate the strengths and weaknesses of the claims and defenses. Defendant represented there are approximately 396 people in the Settlement Class.

5. Then, for over three months, the Parties engaged in arm’s length negotiations—wherein the Parties evaluated and discussed the relevant facts and law and carefully weighed the risks and uncertainties of continued litigation. The Parties discussed the relevant facts and law and advocated their positions. Throughout the entire process, the Parties agreed to not negotiate attorney fees or service award until the core terms of a settlement were finalized (i.e., to avoid any conflicts).

6. After numerous rounds of back-and-forth negotiations, the Parties eventually reached an agreement on the core terms of the Settlement on December 8, 2025. Thereafter, the Parties continued to negotiate the finer terms of the Settlement.

7. To facilitate the Settlement, Plaintiff voluntarily dismissed his federal court complaint on December 11, 2025. Then, Plaintiff filed the operative class action complaint in the Superior Court of New Jersey, Atlantic County on December 18, 2025.

8. Defendant denies the allegations and causes of action pled in the Action and otherwise denies any liability to Plaintiff and Settlement Class Members in any way. This Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or fact alleged by Plaintiff in this Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Released Parties or admission of the validity or lack thereof of any claim, allegation, or defense asserted in this Action or any other action.

9. The Parties have agreed to settle the Action on the terms and conditions set forth herein in recognition that the outcome of the Action is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

10. Therefore, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

## **II. DEFINITIONS**

In addition to terms defined elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

11. “**Aggregate Cap**” means the aggregate limit of \$100,000.00 which Defendant shall pay for all claims for Extraordinary Losses, Ordinary Losses, Lost Time, and Alternative Cash Payments. If the aggregate claims exceed \$100,000, the amount of each claim will be reduced *pro rata* so that the aggregate amount paid for all claims made does not exceed \$100,000. Credit Monitoring costs are not subject to this cap and will be paid separate and apart from this cap. To receive any relief, Settlement Class Members must submit a valid and timely claim to the Settlement Administrator. The settlement shall be administered on a wholly claims-made basis.

12. “**Alternative Cash Payment**” means the cash payment of \$50.00 that Settlement Members can claim as set forth in Section III.

13. “**Approved Claim**” means the complete and timely submission of a Claim Form by a Participating Settlement Class Member that has been approved by the Settlement Administrator subject to the Claims Review Process.

14. “**Claim Form**” means the form(s) participating Settlement Class Members must submit to obtain the benefits provided by the Settlement, which form is attached hereto as **Exhibit**

C, or form(s) approved by the Court substantially similar to **Exhibit C**. Class members shall swear and affirm under the laws of the United States and under penalty of perjury that the information supplied in the claim form and any documents submitted with the claim form are true and correct to the best of his or her knowledge or recollection.

15. “**Claims Deadline**” means the date by which all Claim Forms must be postmarked (if physically mailed) or submitted (if filed electronically on the Settlement Website) 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 and the Claim Form.

16. “**Claims Period**” means the period of time during which Settlement Class Members may submit Claim Forms, which will end ninety (90) days after the Notice Deadline.

17. “**Claims Review Process**” means the process for reviewing and determining whether claims are valid as set forth in Section IV.

18. “**Court**” means the Superior Court of New Jersey, Atlantic County.

19. “**Credit Monitoring Services**” means the credit monitoring services described in Section III which includes one year of credit monitoring through three bureaus, including at least \$1,000,000 in identity theft protection insurance.

20. “**Data Incident**” means the cybersecurity incident that impacted Defendant on or around June 3, 2025.

21. “**Defendant’s Counsel**” means Joshua Briones of Briones PC.

22. “**Effective Date**” means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order, or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

23. “**Extraordinary Losses**” means the monetary relief of up to \$3,000.00 per person that Defendant will pay if: (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) the loss from fraud or identity theft was more likely than not caused by the Data Breach; (iii) the loss from fraud or identity theft was incurred after the date of the Data Breach; (iv) the loss from fraud or identity theft is not already covered by one or more of the other reimbursement categories; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. Claims for extraordinary losses must be supported with third-party documentation.

24. “**Fee Award and Costs**” means the amount of attorney fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Settlement Class Counsel in satisfaction

of any request or claim for payment of attorney fees, costs, and litigation expenses in connection with this Action.

25. **“Final Approval Hearing”** means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement and enter a judgment to be approving the Settlement Agreement, approving the Fee Award and Costs, and approving Service Award to the Class Representative.

26. **“Final Approval Order and Judgment”** means an order and judgment substantially in the form attached hereto as **Exhibit E** that the Court enters, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the New Jersey Rules of Civil Procedure and is consistent with all material provisions of this Agreement.

27. **“Litigation Costs and Expenses”** means costs and expenses incurred by Settlement Class Counsel and their law practices in connection with commencing, prosecuting, and settling the Action.

28. **“Notice”** or **“Notice Program”** means direct notice of the proposed class action Settlement to be provided to Settlement Class Members, that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement, and which is to be provided substantially in the forms attached hereto as **Exhibit A** (“Short Form Notices”) and **Exhibit B** (“Long Form Notice”).

29. **“Notice Deadline”** means the last day by which Notice must be issued to the Settlement Class Members and will occur no later than thirty (30) days after entry of the Preliminary Approval Order.

30. **“Notice and Administrative Expenses”** means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing for undeliverable notices, processing claims, determining the eligibility of a person to be a Settlement Class Member, and administering, calculating and distributing payments to Settlement Class Members who submit valid Claim Forms. Notice and Administrative Expenses also include all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

31. **“Objection Deadline”** is the last day on which a Settlement Class Member may file a written objection to the Settlement or the application for a Fee Award and Costs, which will be 60 days after the Notice Deadline.

32. **“Objection Procedure”** means the procedure that Settlement Class Members must follow to object to the Settlement as set forth in Section VI.

33. **“Opt-Out”** means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion, (ii) who does not rescind that Request for

Exclusion prior to the Opt-Out Deadline, and (iii) as to which there is not a successful challenge to the Request for Exclusion.

34. **“Opt-Out Deadline”** is the last day on which a Settlement Class Member may postmark a Request for Exclusion, 60 days after the Notice Deadline.

35. **“Opt-Out Procedure”** means the procedure that Settlement Class Members must follow to opt-out of the Settlement as set forth in Section VI.

36. **“Ordinary Losses”** means the monetary relief of up to \$500.00 per person that Defendant will pay for, without limitation and by way of example, Lost Time; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of data breach, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. Claims for ordinary losses must be supported with third-party documentation.

37. **“Participating Settlement Class Member”** means a Settlement Class Member who does not submit a valid Request for Exclusion before the Opt-Out Deadline, as set forth in Section VI.

38. **“Personal Information”** includes, but is not limited to, general person information and demographic information, which included identifiers such as name, address, date of birth, and Social Security number. The term “Personal Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

39. **“Preliminary Approval Order”** means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under the New Jersey Rules of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of resolving this Action. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit D**.

40. **“Released Claims”** means any and all claims, liabilities, rights, claims, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorney fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that result from, relate to, are based upon, or arise out of the Data Incident and the operative facts alleged in the Action, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

41. **“Released Parties”** means Defendant and each and every of its predecessors, successors, assigns, parents, subsidiaries, affiliates, divisions, departments, owners, Trustees, and the present and former directors, trustees, officers, employees, agents, insurers, reinsurers,

shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, vendors and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant's predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns. Each of the Released Parties may be referred to individually as a "Released Party."

42. **"Releasing Parties"** and a **"Releasing Party"** shall refer, jointly and severally, and individually and collectively, to the Settlement Class Representative and participating Settlement Class Members, any person claiming or receiving a benefit under this Settlement, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

43. **"Request for Exclusion"** means a writing by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice and as described below in Section VI.

44. **"Service Award"** means compensation awarded by the Court and paid to the Settlement Class Representative in recognition of their role in this Action as set forth in Section XI.

45. **"Settlement"** means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

46. **"Settlement Administrator"** means Analytics Consulting LLC, subject to Court approval, an entity jointly selected and supervised by Settlement Class Counsel, Defendant and Defendant's Counsel, to administer the settlement.

47. **"Settlement Class"** is defined as "All individuals to whom written notification was provided by Masterminds Inc. on or around June 3, 2025, regarding the Data Incident." Excluded from the Settlement Class are (i) Defendant; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge. In total, there are approximately 396 people in the Settlement Class.

48. **"Settlement Class Counsel"** means Brittany Resch of Strauss Borrelli PLLC.

49. **"Settlement Class List"** means the list of the names and current or last known mailing address information for Settlement Class Members that Defendant used to mail notice of the Data Incident to individuals, to the extent reasonably available, which Defendant shall provide to the Settlement Administrator within thirty (30) days of entry of the Preliminary Approval Order.

50. **"Settlement Class Member"** means an individual who falls within the definition of the Settlement Class.

51. **“Settlement Class Representative”** means Brad Faber.

52. **“Settlement Payment”** or **“Settlement Check”** mean the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Participating Settlement Class Member pursuant to the claims process set forth in Section IV.

53. **“Settlement Website”** means the website the Settlement Administrator will establish and use to provide Settlement Class Members with information about the Settlement and relevant case documents and deadlines, as set forth in Section V.

### **III. SETTLEMENT BENEFITS**

54. **Credit Monitoring Services.** All participating Settlement Class Members shall be offered an opportunity to enroll in Credit Monitoring Services which will include one year of credit monitoring through three bureaus including at least \$1,000,000 in identity theft protection insurance.

55. **Cash Benefits.** Subject to the Aggregate Cap of \$100,000.00, Defendant will pay Approved Claims for Extraordinary Losses, Ordinary Losses, Lost Time, and Alternative Cash Payments, as described below.

- a. **Claims for Extraordinary Losses.** Subject to the Aggregate Cap, Defendant will pay up to \$3,000.00 per person for unreimbursed monetary losses if: (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) the loss from fraud or identity theft was more likely than not caused by the Data Breach; (iii) the loss from fraud or identity theft was incurred after the date of the Data Breach; (iv) the loss from fraud or identity theft is not already covered by one or more of the other reimbursement categories; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. Claims for extraordinary losses must be supported with third-party documentation.
- b. **Claims for Ordinary Losses.** Subject to the Aggregate Cap, Defendant will pay up to \$500.00 per person for Ordinary Losses—which include, without limitation and by way of example, Lost Time; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of data breach, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. Claims for ordinary losses must be supported with third-party documentation.

- c. **Claims for Lost Time.** Participating Settlement Class Members may claim up to \$15.00 per hour for up to 4 hours (up to \$60.00 total) for time spent responding to the Data Incident. Claims for Lost Time are subject to the \$500.00 limit for Ordinary Losses. Participating Settlement Class Members need not provide supporting documentation. Rather, participating Settlement Class Members need only attest that they spent the claimed amount of time responding to the Data Incident.
- d. **Alternative Cash Payment.** participating Settlement Class Members may claim an Alternative Cash Payment of \$50.00 per person in lieu of claims for Extraordinary Losses, Ordinary Losses, and/or Lost Time. In other words, if a Settlement Class Member claims the Alternative Cash Payment, they cannot also receive compensation for Extraordinary Losses, Ordinary Losses, and Lost Time. However, participating Settlement Class Members can claim both the Alternative Cash Payment and Credit Monitoring Services. To receive this benefit, Settlement Class Members must submit a valid claim form, but no documentation is required to make a claim.

56. **Business Practice Commitments.** Defendant will provide a confidential declaration to Class Counsel describing its information security improvements since the Data Breach and estimating the annual cost of those improvements. Defendant agrees to implement and maintain these improvements to its business practices for a period of at least seven (7) years. The cost of such enhancements will be paid by Defendant separate and apart from all other settlement benefits. To the extent the Court requires it, this declaration shall be filed under seal or submitted in camera.

#### **IV. CLAIMS PROCESS AND PAYMENTS**

57. **Submission of Electronic and Hard Copy Claims.** Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) days after the Effective Date, or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel.

58. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent claims for Out-of-Pocket Losses, Alternative Cash Payment, or Credit Monitoring Services are valid.

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.

- b. The Settlement Administrator will determine whether each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.
- c. The Settlement Administrator will verify that the claimant has provided all third-party documentation or information needed to complete the Claim Form, including any documentation required to support claims for compensation under Section III above.
- d. The Settlement Administrator will determine to what extent documentation for Out-of-Pocket Losses reflects losses actually and reasonably incurred and that were more likely than not caused by the Data Incident.
- e. In determining whether claimed Out-of-Pocket Losses are more likely than not caused by the Data Incident, the Settlement Administrator will consider (i) the timing of the alleged loss and whether it occurred on or after December 21, 2023; (ii) whether the alleged loss for the specific Participating Settlement Class Member, involved the types of information for that individual that may have been affected in the Data Incident; (iii) the explanation of the Participating Settlement Class Member as to why the alleged loss was caused by the Data Incident; and (iv) other factors the Settlement Administrator reasonably finds to be relevant.
- f. The Settlement Administrator is authorized to contact any Participating Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.
- g. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- h. To the extent the Settlement Administrator determines that a timely claim Out-of-Pocket Losses, Credit Monitoring Services, or the Alternative Cash Payment by a Settlement Class Member is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Participating Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Participating Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.

- i. If a Participating Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Participating Settlement Class Member may request an appeal in writing, including any supporting documents. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.

**59. Payment.**

- a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Out-of-Pocket Losses, Credit Monitoring Services, or the Alternative Cash Payment, and also provide funding instructions to Defendant. Within the later of forty-five (45) days of receiving this accounting or twenty (20) days of the Effective Date, Defendant or its representative shall transmit the funds needed to pay Approved Claims for Out-of-Pocket Losses, Credit Monitoring Services, or the Alternative Cash Payment in accordance with the terms of this Agreement.
- b. Payments issued by the Settlement Administrator for Approved Claims for Out-of-Pocket Losses or the Alternative Cash Payment shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described in Section III.
- c. All participating Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

**60. Timing.** Settlement Checks shall bear the legend that they expire if not negotiated within ninety (90) days of their issue date.

61. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall, within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable, send an e-mail and/or telephone message to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of issuance and thereafter will automatically be canceled and deemed void if not cashed by the participating Settlement Class Members within that time.

62. **Voided Checks.** In the event a Settlement Check becomes void, the Participating Settlement Class Member to whom that Settlement Check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Participating Settlement Class Member. No later than one hundred and twenty (120) days after the issuance of the last Settlement Check, the Settlement Administrator shall take all steps necessary to stop payment on any Settlement Checks that remain uncashed.

## **V. NOTICE PROGRAM**

63. **Timing of Notice.** Within fifteen (15) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. The Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members for whom it has a valid email address or mailing address by the Notice Deadline. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

64. **Form of Notice.** Notice shall be disseminated via postcard through First Class U.S. mail to Settlement Class Members on the Settlement Class List. Notice shall also be provided on the Settlement Website. The Notice mailed to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached hereto as **Exhibit A**. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed or emailed, Settlement Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (e.g., skip trace) to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified.

65. **Reminder Notice.** A reminder notice will be sent 30 days before the Claim Deadline if the claims rate is under 2% as of 45 days before the Claim Deadline. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such Court approval.

66. **Settlement Website.** The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to

dissemination of the Notice. The URL of the Settlement Website shall be agreed upon by Settlement Class Counsel and Defendant. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiff's motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff's motion for an award of attorney fees, costs, and Service Award, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Class Members shall be able to submit claims online via the Settlement Website or mailed to the Settlement Administrator. The Settlement Website shall contain the deadlines for filing a claim, objection, or opt-out requests, and the date of the Final Approval Hearing. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

67. **Cost of Notice and Administration.** Defendant will pay for the Notice and Administrative Expenses, which will be paid separately from costs associated with providing the Settlement benefits in Section III.

## **VI. OPT-OUTS AND OBJECTIONS**

68. **The Opt-Out Procedure.** 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 Notice also 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.

- a. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement.
- b. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Participating Settlement Class Member(s) and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.
- c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs.

- d. All persons who Opt-Out shall not receive any benefits or be bound by the terms of this Agreement and shall have no right to object to the Settlement or to participate at the Final Approval Hearing. All participating Settlement Class Members who do not request to be excluded from the Settlement Class in the manner set forth herein shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any judgment entered thereon, regardless of whether he or she files a Claim Form or receives any monetary benefits from the Settlement.

69. **The Objection Procedure.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or request for attorney fees and Litigation Costs and Expenses by filing written objections with the Court no later than the Objection Deadline. The written objection must include (i) the name of the Action; (ii) the Settlement Class Member's full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (*e.g.*, copy of the Notice or copy of original notice of the Data Incident); and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel postmarked or emailed no later than the Objection Deadline. Any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action, including the Release. The exclusive means for any challenge to the Agreement shall be through the provisions of this Paragraph. Within seven (7) days after the Objection Deadline, the Settlement Administrator shall provide the Parties with all objections submitted.

## **VII. SETTLEMENT ADMINISTRATOR**

70. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- b. Causing the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and orders of the Court;
- c. Performing National Change of Address searches on the Settlement Class List and/or skip tracing on undeliverable notices;
- d. Providing Notice to Settlement Class Members via U.S. mail and/or e-mail;

- e. Establishing and maintaining the Settlement Website;
- f. Establishing and maintaining a toll-free telephone line with interactive voice response for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries in a timely fashion;
- g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;
- h. Reviewing, determining the validity of, and processing all claims submitted consistent with the terms of this Agreement;
- i. Receiving and reviewing Requests for Exclusion and objections from Settlement Class Members. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendant's Counsel;
- j. Working with the provider of Credit Monitoring Services to receive and send activation codes to Settlement Class Members who submitted valid claims for Credit Monitoring Services after the Effective Date;
- k. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- l. Providing weekly or other periodic reports to Settlement Class Counsel and Defendant's Counsel that include information regarding claims, Objections, Opt-Outs and other data agreed to between Settlement Class Counsel, Defendant's Counsel and the Settlement Administrator;
- m. Preparing a declaration for submission with the motion for Final Approval that (i) attests to implementation of the Notice Program in accordance with the Preliminary Approval Order; and (ii) provides data on Opt-Outs, Objections, and Claims.
- n. Providing supplemental information, if necessary, before the Final Approval Hearing about the Notice Program, Opt-Outs, Objections, and Claims.
- o. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator.

#### **VIII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION**

71. **Certification of the Settlement Class.** For purposes of this Settlement only, and in the context of this Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should (1) the Settlement not receive final approval from the Court, (2) the Effective Date not occur, or (3) the Agreement be otherwise terminated, then the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the Agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendant reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Settlement Class Representative as the representative for the Settlement Class.

72. **Preliminary Approval.** Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Settlement Class Counsel shall provide Defendant's Counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit D**.

73. **Final Approval.** Settlement Class Counsel shall file their Motion for Final Approval of the Settlement, inclusive of Class Counsel's Application for Attorney Fees, Costs, and Service Award, 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 Plaintiff's Motion for Final Approval of the Settlement and Application for Attorney Fees, Costs, and Service Award. In the Court's discretion, the Court also will 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 Attorney Fees, Costs, and Service Award, provided the objector(s) submitted timely objections that meet all the requirements listed in the Agreement. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than one-hundred and twenty (120) days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Defendant's Counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed.

74. **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 between the Parties arising out of or relating to this 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 Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator consents to the jurisdiction of the Court for this purpose and any dispute between or among the Settlement Administrator, Plaintiff, and/or Defendant.

## **IX. MODIFICATION AND TERMINATION**

75. **Modification.** The terms and provisions of this 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 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, reduce, or limit the rights of Settlement Class Members or Defendant under this Agreement.

76. **Termination.** Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): within fourteen (14) days of (1) the Court's refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court's refusal to enter the Final Approval Order and Judgment in any material respect; or (3) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court.

77. **Effect of Termination.** In the event of a termination as provided in Section IX, this Agreement shall be considered null and void, all of the Parties' obligations under the Agreement shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all purposes other than this Settlement. All of the Parties' respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition, the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification.

78. **Settlement Not Approved.** If (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final Approval Order is modified or reversed in any material respect by any appellate or other court. The Parties shall have 60 days from the date of such occurrence or non-occurrence during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this 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, either Party may at their sole discretion terminate this Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

## **X. RELEASES**

79. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and

unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims.

80. **Unknown Claims.** The Released Claims include the release of Unknown Claims. “Unknown Claims” means claims that could have been raised in the Action and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

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.

Upon the Effective Date, each-Releasing Party shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may 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 Released Claims or relation of the Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

81. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

82. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representative and other participating Settlement Class Members, and all Releasing Parties, shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

83. **No Effect on Agreement.** The finality or effectiveness of the Settlement, including the Final Approval Order and Judgment, shall not depend on the amount or timing of service

awards approved and awarded by the Court or any appeal thereof. The amount and timing of service awards is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

**84. No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or that could have been made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

**85. No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) 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 Plaintiff or any Settlement Class Member, including any Settlement Class Member who opts out of the Settlement; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by the Released Parties in the Action, or any Settlement Class Member who opts out of the Settlement, or in any proceeding in any court, administrative agency or other tribunal.

## **XI. SERVICE AWARD AND ATTORNEY FEES**

**86. Service Award.** At least 14 days prior to the Objection and Opt-Out Deadlines, Settlement Class Counsel will file a motion seeking a service award payment for the Settlement Class Representative in recognition of their contributions to this Action not to exceed Two Thousand and Five Hundred Dollars and Zero Cents (\$2,500.00). If more than \$2,500.00 is requested as a service award, Defendant shall have the option to terminate the Settlement in accordance with Section IX. Prior to the disbursement or payment of the Service Award Payment, the Settlement Class Representative shall provide a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved service award to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the service award. Defendant's obligations with respect to the Court-approved service award shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of service awards. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any service awards. This amount was negotiated after the primary terms of the settlement were negotiated.

**87. Attorney Fees and Costs and Expenses.** At least 14 days prior to the Objection and Opt-Out Deadlines, Settlement Class Counsel will file a motion for Fee Award and Costs, as

well as the Service Award, to be paid by Defendant. Defendant agrees not to oppose Settlement Class Counsel's request for Fee Award and Costs, which shall not exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00). If more than \$100,000.00 is requested as a Fee Award and Costs, Defendant shall have the option to terminate the Settlement in accordance with Section IX. Settlement Class Counsel shall provide to Defendant a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved Fee Award and Costs to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. The Fee Award and Costs will be allocated by Settlement Class Counsel. Defendant's obligations with respect to the Court-approved Fee Award and Costs shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of the Fee Award and Costs. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by or on behalf of Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Fee Award and Costs. The amount of the Fee Award and Costs was negotiated after the primary terms of the Settlement were negotiated.

## **XII. MISCELLANEOUS**

88. **Publicity.** The Parties agree that they shall not publicize this Settlement, the amount or sum of individual Settlement Class Representative's or participating Settlement Class Members' shares or the events and negotiations surrounding this Agreement in any way except by joint pleadings or unopposed motions filed with the Court, if required, and as otherwise permitted within this Agreement for the purpose of effectuating the Notice program (including the Settlement Website). If any Party believes a statement is made in violation of this provision, the Parties shall meet-and-confer informally in an effort to resolve the dispute. If the dispute cannot be resolved informally, it shall be submitted to the Court for resolution.

89. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

90. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties, including counsel for the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and consistent with any orders of the Court in this proceeding, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

91. **Resolution.** The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Parties each agree that the Settlement and this Agreement were negotiated in good faith and at arm's-length and reflects a Settlement reached voluntarily after consultation with legal counsel of their choice.

92. **Other Litigation.** Plaintiff and Settlement Class Counsel will not cooperate with or encourage any action or filing of claims against Defendant or any Released Parties related to any of the allegations or claims alleged in the Action.

93. **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 agreement shall refer to calendar days unless otherwise specified.

94. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Plaintiff and Defendant.

95. **Singular and Plurals.** As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates and reasonably dictates.

96. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

97. **Construction.** For the purpose of construing or interpreting this Agreement, this Agreement is to be deemed to have been drafted equally by all Parties and shall not be construed strictly for or against any Party.

98. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to effectuate the Settlement described in this Agreement.

99. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement between the Parties, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

100. **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.

101. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of New Jersey, without regard to choice of law principles.

102. **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 signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

103. **Notices.** All notices to Settlement Class Counsel and counsel for Defendant provided for herein, shall be sent by email to:

Brittany Resch  
**STRAUSS BORRELLI PLLC**  
980 N Michigan Ave, Suite 1610

Chicago, Illinois 60611  
bresch@straussborrelli.com

All notices to Defendant provided for herein, shall be sent by email to:

Joshua Briones  
**BRIONES PC**  
1801 Century Park East, Suite 1840  
Los Angeles, California 90067  
joshua@brionespc.com

The notice recipients and addresses designated above may be changed by written notice to the other Party.

104. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and authorized to bind the Party on whose behalf he, she, or they sign this Agreement to all of the terms and provisions of this Agreement.

105. **No Government Third-Party Rights or Beneficiaries.** No government agency or official can claim any rights under this Agreement or Settlement.

106. **No Collateral Attack.** The Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after issuance of the Final Approval Order.

107. **Survival.** The Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of the Agreement.

**XIII. SIGNATURES**

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed:

*Plaintiff Brad Faber*

By: 

Date: 02 / 26 / 2026

*Masterminds, Inc.*

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to form by:**

*Counsel for Plaintiff and the Settlement Class*

By: 

Date: 02 / 26 / 2026

*Counsel for Defendant*

By: \_\_\_\_\_

Date: \_\_\_\_\_

**XIII. SIGNATURES**

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed:

*Plaintiff Brad Faber*

By: \_\_\_\_\_

Date: \_\_\_\_\_

*Masterminds, Inc.*

By: *Ryan Leeds*

Date: 2/20/26

**Approved as to form by:**

*Counsel for Plaintiff and the Settlement Class*

By: \_\_\_\_\_

Date: \_\_\_\_\_

*Counsel for Defendant*

By: \_\_\_\_\_

Date: \_\_\_\_\_

**— EXHIBIT A —**

Masterminds Data Settlement  
c/o Settlement Administrator  
PO Box XXXX  
Chanassen, MN 55317-XXXX

FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
CITY, STATE ZIP  
PERMIT NO. XXXX

NOTICE OF CLASS ACTION  
SETTLEMENT

You may be entitled to submit a claim  
for monetary compensation under a  
class action settlement.

[<<Website>>](#)

**WHO IS A SETTLEMENT CLASS MEMBER?**

You have been identified as a Settlement Class Member in the lawsuit *Faber v Masterminds, Inc.*, Case No. 1:25-cv-13370 (Superior Court of New Jersey, Atlantic County) because you were provided written notification by Masterminds, Inc., on or around June 3, 2025, regarding the Data Incident.

**WHAT ARE THE SETTLEMENT BENEFITS?**

Under the Settlement, Defendant has agreed to pay Valid Claims. As a Settlement Class Member, you are eligible to submit claims for the following: (i) one (1) year of three-bureau Credit Monitoring Services with at least \$1,000,000 in identify theft insurance; (ii) up to \$3,000 for reimbursement in documented, unreimbursed losses arising out of or related to identity theft (“Extraordinary Losses”); (iii) up to \$500 for reimbursement for documented out-of-pocket expenses resulting from the Data Incident (“Ordinary Losses”); (iv) up to 4 hours of lost time at \$15 per hour for time spent in response to the Data Breach (“Lost Time”); **OR** (v) a \$50 cash payment as an alternative to all other Cash Benefits (“Alternative Cash Payment”). Full details and instructions are available at <<Website>>.

**WHAT ARE MY RIGHTS AND OPTIONS?**

**Submit a Claim Form.** To receive Settlement benefit(s), you must timely submit a Claim Form, available online at <<Website>>. Your Claim Form must be postmarked or submitted online no later than <<DATE>>. Claims will be subject to a verification process.

**Opt Out.** You may exclude yourself from the settlement and retain your ability to sue Masterminds on your own by

mailing a written request for exclusion to the Settlement Administrator that is postmarked no later than <<DATE>>. If you do not exclude yourself, you will be bound by the settlement terms and give up your right to sue regarding the settled claims.

**Object.** If you do not exclude yourself, you have the right to object to the settlement. Written objections must be signed, postmarked no later than <<DATE>>, and provide the reasons for the objection. Please visit the Settlement Website at <<Website>> for more details.

**Do Nothing.** If you do nothing, you will not receive Settlement benefits and will lose the right to sue regarding any issues relating to this action. You will be bound by the Court’s decisions because this is a conditionally certified class action.

**WHO REPRESENTS ME?**

The Court has appointed Brittany Resch of Strauss Borrelli PLLC to represent the Settlement Class (“Class Counsel”).

**WHEN WILL THE COURT APPROVE THE SETTLEMENT?**

The Court will hold a hearing in this case on <<Date>>. <<Time>>, to consider whether to approve the Settlement. The Court will also consider Class Counsel’s request for attorneys’ fees and costs of up to \$100,000, and \$2,500.00 for the Plaintiff. You may attend the hearing at your own cost, but you do not have to.

**THIS NOTICE IS ONLY A SUMMARY.  
FOR MORE INFORMATION VISIT <<WEBSITE>>.**

**Postage  
Required**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Masterminds Data Settlement  
c/o Settlement Administrator  
PO Box XXXXX  
Chanhassen, MN 55317-XXXX

<<First>> <<Last>>  
<<Addr1>> <<Addr2>>  
<<City>> <<St>> <<Zip>>  
Login ID: <<LoginID>>  
PIN: <<PIN>>

### Masterminds Data Settlement

Complete this Claim Form, tear at the perforation, and return by U.S. Mail no later than <<DATE>>.

#### CREDIT MONITORING SERVICES

Check this box if you would like to claim free Credit Monitoring Services.

#### CASH BENEFITS

Check this box if you would like to claim reimbursement for Ordinary Losses in the amount of \$ \_\_\_\_\_. Supporting documentation is **REQUIRED**.

Check this box if you would like to claim reimbursement for Extraordinary Losses in the amount of \$ \_\_\_\_\_. Supporting documentation is **REQUIRED**.

Check this box if you would like to claim reimbursement for Lost Time spent responding to the Data Security Incident.

How many hours are you claiming?  1 hour (\$15)  2 hours (\$30)  3 hours (\$45)  4 hours (\$60)

I swear and affirm that I spent the amount of time noted in response to the Data Breach.

#### ALTERNATIVE CASH PAYMENT

Check this box if you wish to receive a cash payment of \$50.

You are **not** entitled to this Alternative Cash Payment if you have checked any of the above Cash Benefits.

#### ATTESTATION & SIGNATURE

I declare under penalty of perjury under the laws of the United States and any applicable state or jurisdiction that the information provided in this Claim Form, and any supporting documentation submitted, is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim can be deemed complete and valid.

SIGNATURE (REQUIRED): \_\_\_\_\_

**— EXHIBIT B —**

**NOTICE OF CLASS ACTION SETTLEMENT**

**If You Were Provided Written Notification Regarding a Data Incident at Masterminds, Inc. in June 2025, You May Be Eligible For Benefits From A Class Action Settlement.**

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

This notice summarizes the settlement reached in a lawsuit entitled *Faber v Masterminds, Inc.*, Case No. 1:25-cv-13370, pending in the Superior Court of New Jersey, Atlantic County (“Action”). For the precise terms of the settlement, please see the Settlement Agreement available at <<Website>> or by contacting the Settlement Administrator at <<Phone>>.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE  
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

**This Notice explains the nature of the lawsuit and claims being settled, your legal rights,  
and the benefits to the Settlement Class.**

**This notice may affect your rights – please read it carefully.**

- A Settlement has been reached in a class action lawsuit filed against Masterminds, Inc. (the “Defendant” or “Masterminds”) regarding a cybersecurity incident (the “Data Incident”) on or around June 3, 2025, which the Plaintiff, Brad Faber, alleges impacted the personal information (the “Personal Information”) of Defendant’s current and former employees.
- Class Members are eligible to receive the following relief: (1) up to \$500 in reimbursement for documented out-of-pocket expenses resulting from the Data Incident (“Ordinary Losses”); (2) up to 4 hours of Lost Time, at \$15.00/hour of time spent mitigating the effects of the Data Incident; (3) up to \$3,000 in documented, unreimbursed losses arising out of or related to identity theft (“Extraordinary Losses”); (4) one year of three-bureau credit monitoring with at least \$1,000,000.00 in fraud insurance; or (5) in the alternative to compensation for Ordinary Losses, Extraordinary Losses, and/or Lost Time, Settlement Class Members can elect to make a Claim for a \$50 Cash Payment. To receive any of these benefits, Class Members must submit a timely and valid Claim Form.
- Your legal rights are affected regardless of whether you act or do not act. Please read this Notice carefully.

QUESTIONS? CALL <<Phone>> OR VISIT <<WEBSITE>>

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is <<DATE>>.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT “OPT-OUT”</b>	This is the only option that allows you to ever bring or join another lawsuit raising the same legal claims against the Defendant. You will receive no payment or Credit Monitoring Services under this Settlement. The deadline to exclude yourself from the Settlement is <<DATE>>.
<b>OBJECT TO THE SETTLEMENT</b>	You may write to the Court, with a copy to Class Counsel and Defendant’s Counsel, about any aspect of the Settlement you don’t like or you don’t think is fair, adequate, or reasonable. (If you object to any aspect of the Settlement, you must submit a written Objection and that Objection must be received by the Deadline. Your Objection must follow the procedures stated in the Settlement Agreement. The deadline to object to the Settlement is <<DATE>>.
<b>ATTEND THE FINAL APPROVAL HEARING</b>	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. (If you object to any aspect of the Settlement, you must submit a written Objection by the Objection Deadline noted above. If you Opt-Out of the Settlement you cannot object.) The Final Approval Hearing will be held on <<DATE>> at <<Time>>.
<b>DO NOTHING</b>	If you do nothing you will not receive any payment or free Credit Monitoring Services. You will have no right to sue the Defendant later for the claims released by the Settlement.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, please see the Settlement Agreement, whose terms control, available at <<Website>>.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. No settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes Final.

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## BASIC INFORMATION

### 1. What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed settlement with Defendant. You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. You may be eligible to receive a cash payment and/or free Credit Monitoring Services as part of the settlement. This Notice explains the lawsuit, the settlement, and your legal rights.

Brad Faber (“Plaintiff” or “Settlement Class Representative”), individually and on behalf of the Settlement Class (defined below), brought a lawsuit against Masterminds, Inc. (“Defendant”), in the case of *Faber v Masterminds, Inc., Case No. 1:25-cv-13370*, pending in the Superior Court of New Jersey, Atlantic County. Defendant and Plaintiff are collectively referred to herein as the “Parties.”

### 2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs sue on behalf of a group of people who have similar claims. In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class. In this case, the Settlement Class is defined as:

All individuals to whom written notification was provided by Masterminds, Inc. on or around June 3, 2025, regarding the Data Incident.

## THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

### 3. What is this lawsuit about?

Plaintiff alleges that on or around June 3, 2025, Masterminds, Inc. was impacted by a cybersecurity incident involving the Personal Information of current and former employees. Defendant denies all allegations of wrongdoing or liability as alleged, or which could be alleged, in the Action. The Court has not determined whether Plaintiff or Defendant are correct. More information about the Class Action Complaint filed in the Action can be found on the Settlement Website at [<<Website>>](#).

### 4. Why is there a Settlement?

Following arms-length negotiations, the Parties negotiated a settlement by which they agreed to resolve all matters pertaining to, arising from, or associated with the Action, including all claims Plaintiff and the Settlement Class Members have or may have had against Defendant and related persons and entities. The Parties agreed to this settlement, and dismissal of the Action under the term of the Settlement Agreement, to avoid the uncertainty, risks, and expense of ongoing Litigation. The Settlement Class Representative and Class Counsel, attorneys for the Class Members, believe the terms of the settlement are fair, reasonable, adequate, and equitable, and that the settlement is in the best interests of the Settlement Class Members. The settlement is not an admission of any wrongdoing by Defendant nor that the Action is without merit.

## WHO’S INCLUDED IN THE SETTLEMENT?

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

This Action involves personal information (“Personal Information”) stored by Defendant that was potentially compromised by unauthorized entities in a cyberattack against Defendant’s computer systems on or around June 3, 2025 (“Data Incident”). Current and former employees of Defendant whose Private Information was stored on Defendant’s computer system and potentially compromised in the Data Incident will be affected by the settlement. Specifically, members of the Settlement Class will be affected.

The Settlement Class Representative and Defendant will ask the Court to certify a Settlement Class defined as “all individuals to whom written notification was provided by Masterminds, Inc. on or around June 3, 2025, regarding the Data Incident.” Excluded from the Settlement Class are: (i) Defendant; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

## THE SETTLEMENT BENEFITS

### 6. What benefits does the settlement provide?

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

**Credit Monitoring:** All Settlement Class Members are eligible for one (1) year of three-bureau credit monitoring with at least \$1,000,000 in identity theft protection insurance. To receive this benefit, Settlement Class Members must submit a valid Claim Form. No documentation is required to make a claim. Settlement Class Members can receive both the Alternative Cash Payment and Credit Monitoring.

**Documented Ordinary Loss Reimbursement:** All Settlement Class Members are eligible for reimbursement of Ordinary Losses, not to exceed \$500 per Settlement Class Member, resulting from unreimbursed, third-party documented, out-of-pocket expenses that were incurred as a result of the Data Incident. Eligible Ordinary Losses include, without limitation and by way of example, Lost Time; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of data breach, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. To receive this benefit, Settlement Class Members must submit a valid Claim Form and third-party documentation supporting their Ordinary Loss claim. This can include receipts or other documentation, not “self-prepared” by the claimant, that shows the costs incurred.

**Lost Time Reimbursement:** All Settlement Class Members are eligible to receive reimbursement for up to four (4) hours of Lost Time spent responding to the Data Incident (calculated at the rate of \$15 per hour to a maximum of \$60 per person). To receive this benefit, Settlement Class Members must submit a valid Claim Form and attest under penalty of perjury that the Lost Time was spent responding to the Data Incident. Claims made for Lost Time are combined with reimbursement for Ordinary Losses and count toward the \$500 cap.

**Documented Extraordinary Loss Reimbursement:** All Settlement Class Members are eligible for reimbursement of Extraordinary Losses, not to exceed \$3,000 per Settlement Class Member, if: (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) the loss from fraud or identity theft was more likely than not caused by the Data Breach; (iii) the loss from fraud or identity theft was incurred after the date of the Data Breach; (iv) the loss from fraud or identity theft is not already covered by one or more of the other reimbursement categories; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. To receive this benefit, Settlement Class Members must submit a valid Claim Form and third-party documentation supporting their Extraordinary Loss claim. This can include receipts or other documentation, not “self-prepared” by the claimant, that shows the costs incurred.

**Alternative Cash Payment:** All Settlement Class Members are eligible to receive a cash payment of \$50 as an alternative to claiming any other monetary benefit. If a Settlement Class Member claims the Alternative Cash Payment, they cannot also receive compensation for Ordinary Losses, Lost Time, or Extraordinary Losses; but can claim credit monitoring. To receive this benefit, Settlement Class Members must submit a valid Claim Form. No documentation is required to make a claim.

## HOW TO GET BENEFITS

### 7. How do I make a Claim?

To qualify for a settlement benefit, you must complete and submit a Claim Form. Class Members who want to submit a Claim must fill out and submit a Claim Form online at <<Website>> or by USPS mail. Claim Forms are available through the Settlement Website at <<Website>> or Class Members may call the Settlement Administrator and request that a copy of the Claim Form be mailed to them.

Claims will be subject to a verification process. If you received a Notice with a Unique ID, you must include it on your Claim Form. **All Claim Forms must be received online or postmarked on or before <<DATE>>.**

### 8. When will I get my payment?

The Final Approval Hearing is when the Court considers the fairness of the settlement. It is scheduled for <<DATE>>, at <<Time>>. If the Court approves the settlement, eligible Class Members whose Claims were approved by the Settlement Administrator will be sent payment after the Effective Date.

## THE LAWYERS REPRESENTING YOU

### 9. Do I have a lawyer in this case?

Yes, the Court has appointed Strauss Borrelli PLLC as “Class Counsel.”

#### Should I get my own lawyer?

You don’t need to hire your own lawyer because Class Counsel are working on your behalf. These firms are experienced in handling similar cases. You will not be charged for these lawyers. You can retain your own lawyer to appear in Court for you, at your own cost, if you want someone other than Class Counsel to represent you.

### 10. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys’ fees, costs, and expenses of not more than \$100,000.00, which will be paid by Defendant. Class Counsel will also request a Service Award of up to \$2,500.00 for the Settlement Class Representative, to be paid by Defendant. The Court will determine the proper amount of any attorneys’ fees, costs, and expenses to award Class Counsel and the proper amount of any service award to the Settlement Class Representative. The Court may award less than the amounts requested.

## YOUR RIGHTS AND OPTIONS

### 11. What claims do I give up by participating in this settlement?

If you do not exclude yourself from this settlement, you will not be able to sue the Defendant or any of the Released Parties about the Claims in the settlement and you will be bound by all decisions made by the Court in this case and the terms of the settlement, including its Release. This is true regardless of whether you submit a Claim Form. Please read the Settlement Agreement at <<Website>> for full details. However, you may exclude yourself from this settlement (see Question 14). If you exclude yourself from the settlement, you will not be bound by the Settlement Agreement, including, the Released Claims, but you will not be able to make a claim for any benefits under the Settlement.

“Released Claims” means any and all claims, liabilities, rights, claims, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorney fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that result from, relate to, are based upon, or arise out of the Data Incident and the operative facts alleged in the Action, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law. The Released Claims include the release of Unknown Claims.

The Settlement Agreement describes the Release, Released Claims, and Unknown Claims, so please read it carefully. The Settlement Agreement is available at <<Website>> or in the public Court records on file in this lawsuit. For questions regarding Release and what they mean, you can also contact one of the lawyers listed in Question 17 for free, or you can talk to your own lawyer at your own expense.

## **12. What happens if I do nothing at all?**

If you do nothing, you will not receive any payment or free Credit Monitoring Services under the settlement. You will be in the Class, and if the Court approves the settlement, you will also be bound by all orders and judgments of the Court and the Settlement Agreement, including the Release. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against Defendant or the Released Parties for any of the claims or legal issues resolved in this settlement.

## **13. What happens if I ask to be excluded from the settlement?**

If you exclude yourself from the settlement, you will receive no benefits, payment, or free Credit Monitoring Services under the settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court's orders and judgments related to the Class and Defendant in this Action or the terms of the Settlement Agreement, including the Release.

## **14. How do I opt-out of the settlement?**

You can opt-out of the settlement by submitting a written Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. You must submit a document that includes the name of the proceeding, your full name, current address, personal and original signature, and the words "Request for Exclusion" or a comparable statement that you do not wish to participate in the settlement. Any Settlement Class Member who does not file a timely Request for Exclusion in accordance with the Settlement Agreement will lose the opportunity to exclude himself or herself from the settlement and will be bound by the settlement. You must submit your written Request for Exclusion to the Settlement Administrator by mail postmarked no later than <<DATE>>, to the following address:

*Masterminds Data Settlement*  
c/o Analytics Consulting LLC  
P.O. Box XXXX  
Chanhassen, MN 55317-XXXX

You cannot exclude yourself by phone or email. Each Class Member who wants to be excluded from the settlement must submit his or her own exclusion request. No group opt-outs shall be permitted.

## **15. If I don't exclude myself, can I sue Defendant for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Defendant or the Released Parties for the claims being resolved by this settlement.

## **16. If I exclude myself, can I get anything from this settlement?**

No. If you exclude yourself, you are not eligible to submit a Claim Form or request any settlement payment or free Credit Monitoring Services.

**17. How do I object to the settlement?**

If you do not exclude yourself from the Class, you can object to the settlement if you do not agree with any part of it. You can also object to Class Counsel's request for attorneys' fees, costs, and a service award for the Plaintiff. Even if you object to the settlement, you remain a member of the Settlement Class and are entitled to file a claim for benefits under the Settlement.

To object, you must file a written notice with the Court in *Faber v Masterminds, Inc., Case No.1:25-cv-13370*, Superior Court of New Jersey, Atlantic County by <<DATE>>. Your objection must be filed with the Court, which you can do by mailing your objection and any supporting documents to the Clerk of the Court, at the following address:

**Superior Court Clerk's Office**  
**PO Box 971**  
**Trenton, New Jersey 08625-0971**

If you are represented by a lawyer, the lawyer may file your objection through the Court's e-filing system. If you are represented, you must include the identity of any and all attorneys representing you in the objection.

The objection must be in writing and include the case name, *Faber v Masterminds, Inc., Case No.1:25-cv-13370*, Superior Court of New Jersey, Atlantic County. Your objection must include: (i) the name of the Action; (ii) the Settlement Class Member's full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Data Incident); and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

In addition to filing your objection with the Court, you must also send copies of your written objection and any supporting documents

to the Settlement Administrator, Class Counsel, and Defendant's Counsel at the addresses listed below, postmarked or emailed no later than <<DATE>>:

<b>Settlement Administrator</b>	<b>Class Counsel</b>	<b>Defense Counsel</b>
Masterminds Data Settlement c/o Analytics Consulting PO Box XXXX Chanhassen, MN 55317-XXXX <<Email>>	Brittany Resch STRAUSS BORRELLI PLLC 980 N Michigan Avenue Suite 1610 Chicago IL, 60611 bresch@straussborrelli.com	Joshua Briones BRIONES PC 1801 Century Park East Suite 1840 Los Angeles, CA 90067 joshua@brionespc.com

**18. What's the difference between objecting and excluding myself from the settlement?**

Objecting means that you are telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself from the Class means that you don't want to be part of the Class. If you exclude yourself, you have no basis to object.

**THE COURT'S FINAL APPROVAL HEARING****19. When and where will the Court have the Final Approval Hearing to determine the fairness of the settlement?**

The Court will hold the Final Approval Hearing on <<DATE>>, at <<Time>> in <<Location>>. The purpose of the hearing is for the Court to determine whether the settlement is fair, reasonable, adequate, and in the best interests of the Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed settlement, including

QUESTIONS? CALL <<Phone>> OR VISIT <<WEBSITE>>

those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and the Service Award payment to the Settlement Class Representative.

**Note:** The date, time, and location (e.g., from in person to zoom) of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted on the Settlement Website, <<Website>>, or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed.

## 20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have, but you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was timely filed and mailed and meets all of the requirements described in the Settlement Agreement, the Court will consider it. You may also pay a lawyer to attend on your behalf at your own expense, but you don't have to.

## 21. May I speak at the Final Approval Hearing?

Yes. If you do not exclude yourself from the Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed settlement.

## GETTING MORE INFORMATION

## 22. Where can I get additional information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available on the Settlement Website at <<Website>>.

YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR ONLINE AT <<WEBSITE>>,  
BY CALLING TOLL-FREE AT <<Phone>>, OR WRITING TO:

*Masterminds Data Settlement*  
c/o Analytics Consulting LLC  
P.O. Box XXXX  
Chanhassen, MN 55317-XXXX

**PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR THE DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.**

**— EXHIBIT C —**

Your claim must be  
submitted online or  
postmarked by:

<<DATE>>

**CLAIM FORM FOR MASTERMINDS  
DATA SETTLEMENT**

*Faber v Masterminds, Inc., Case No. 1:25-cv-13370*  
District Court, 9th Judicial District, Teton County

**Masterminds  
Data  
Settlement**

**USE THIS FORM ONLY IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS  
TO MAKE A CLAIM FOR COMPENSATION FOR UNREIMBURSED LOSSES**

**GENERAL INSTRUCTIONS**

If you received Notice of this Settlement, the Settlement Administrator identified you as an individual to whom written notification was provided by Masterminds, Inc. on or around June 3, 2025, regarding the Data Incident.

**To receive any Settlement benefits, you must submit the Claim Form below by <<DATE>>**

Please read the claim form carefully and answer all questions. Failure to provide the required information could result in a denial of your claim.

This Claim Form may be submitted electronically via the Settlement Website at <<Website>> or completed and mailed to the address below. Please type or legibly print all requested information in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

Masterminds Data Settlement  
c/o Settlement Administrator  
PO Box XXXX  
Chanhasen, MN 55317-XXXX

**I. CLASS MEMBER NAME AND CONTACT INFORMATION**

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this form.

**First Name**

**Last Name**

**Street Address**

**City**

**State**

**Zip Code**

**Email Address (optional)**

**Telephone Number**

**II. PROOF OF CLASS MEMBERSHIP**

Enter the Notice ID Number and Confirmation Code provided on your Postcard Notice:

**Notice ID Number**

**Confirmation Code**

**III. IDENTITY THEFT PROTECTION**

All Settlement Class Members are eligible to claim one (1) year of three-bureau credit monitoring with at least \$1,000,000 in identity theft protection insurance.

Check this box if you wish to receive one (1) year of free identity protection and credit monitoring service.

**IV. LOST TIME REIMBURSEMENT**

All Settlement Class Members are eligible to receive reimbursement for up to four (4) hours of Lost Time at a rate of \$15.00 per hour (for a maximum total of \$60) for time spent responding to the Data Breach.

Hours claimed (up to 4 hours – check one box)       1 Hour |  2 Hours |  3 Hours |  4 Hours

I swear and affirm that I spent the amount of time noted in response to the Data Breach.

**V. DOCUMENTED ORDINARY AND/OR EXTRAORDINARY LOSSES**

All Settlement Class Members are eligible for reimbursement of **ORDINARY** Losses, not to exceed \$500 per Settlement Class Member, resulting from unreimbursed, third-party documented, out-of-pocket expenses that were incurred as a result of the Data Breach on or after mailing of the notice of data breach through the date of claim submission. Third-party documentation supporting claimed Ordinary Losses is **REQUIRED**.

Check this box if you are claiming **ORDINARY** loss expenses in the amount of \$\_\_\_\_\_.

All Settlement Class Members are eligible for reimbursement of **EXTRAORDINARY** Losses, not to exceed \$3,000 per Settlement Class Member, supported by third-party documentation, and that satisfy the following requirements: (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) the loss from fraud or identity theft was more likely than not caused by the Data Breach; (iii) the loss from fraud or identity theft was incurred after the date of the Data Breach; (iv) the loss from fraud or identity theft is not already covered by one or more of the other reimbursement categories; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. Third-party documentation supporting claimed Extraordinary Losses is **REQUIRED**.

Check this box if you are claiming **EXTRAORDINARY** loss expenses in the amount of \$\_\_\_\_\_.

Description of the Loss	Date of Loss	Amount	Description of
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			Supporting Documentation
<b>Example:</b> Identity Theft Protection Service	0 6 - 1 7 - 2 2 MM DD YY	\$ [ ] [ ] 5 0 • [ ] [ ] 0 0	Copy of identity theft protection service bill
<b>Example:</b> Fees paid to a professional to remedy a falsified tax return	0 2 - 3 0 - 2 3 MM DD YY	\$ [ ] [ ] 3 0 0 • [ ] [ ] 0 0	Copy of the professional services bill

Description of the Loss	Date of Loss	Amount	Description of Supporting Documentation
	[ ] [ ] - [ ] [ ] - [ ] [ ] MM DD YY	\$ [ ] [ ] [ ] [ ] • [ ] [ ]	
	[ ] [ ] - [ ] [ ] - [ ] [ ] MM DD YY	\$ [ ] [ ] [ ] [ ] • [ ] [ ]	
	[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]	\$ [ ] [ ] [ ] [ ] [ ] [ ] • [ ] [ ]	
	[ ] [ ] - [ ] [ ] - [ ] [ ] MM DD YY	\$ [ ] [ ] [ ] [ ] • [ ] [ ]	
	[ ] [ ] - [ ] [ ] - [ ] [ ] MM DD YY	\$ [ ] [ ] [ ] [ ] • [ ] [ ]	
	[ ] [ ] - [ ] [ ] - [ ] [ ] MM DD YY	\$ [ ] [ ] [ ] [ ] • [ ] [ ]	
	[ ] [ ] - [ ] [ ] - [ ] [ ] MM DD YY	\$ [ ] [ ] [ ] [ ] • [ ] [ ]	
	[ ] [ ] - [ ] [ ] - [ ] [ ] MM DD YY	\$ [ ] [ ] [ ] [ ] • [ ] [ ]	

**VI. ALTERNATIVE CASH PAYMENT**

All Settlement Class members are eligible to receive a cash payment of \$50 as an alternative to claiming any other Cash Benefit. If you claim the Alternative Cash Payment, you can also claim Credit Monitoring Services. You are **not** entitled to this Alternative Cash Payment if you claimed under Sections IV (Lost Time), and/or V (Documented Losses).

Check this box if you wish to receive a cash payment of \$50 as an alternative to any other Cash Benefit.

**VII. ATTESTATION & SIGNATURE**

I swear and affirm under the laws of my state and under penalty of perjury that the information I have supplied in this Claim Form is true and correct and that this form was executed on the date set forth below.

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Signature

Printed Name

Date

**TO BE VALID, THIS CLAIM FORM MUST BE POSTMARKED OR SUBMITTED ONLINE AT  
<<WEBSITE>> NO LATER THAN <<DATE>>.**

**— EXHIBIT D —**

<p><b>BRAD FABER</b>, on behalf of himself and all others similarly situated,</p> <p style="text-align: center;">Plaintiff,</p>	<p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION</p> <p>ATLANTIC COUNTY</p> <p>Docket No. ATL-L-003322-25</p>
<p>v.</p> <p><b>MASTERMINDS, INC.</b>,</p> <p style="text-align: center;">Defendant.</p>	<p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p>	

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

Before the Court is Plaintiff’s Motion for Preliminary Approval of Class Action Settlement (the “Motion”), the terms of which are set forth in a Settlement Agreement (the “Settlement Agreement”) between Plaintiff Brad Faber (“Plaintiff”) and Masterminds, Inc. (“Defendant” or “Masterminds” and, together with Plaintiff, the “Parties”) with accompanying exhibits and Plaintiff’s Memorandum of Law in Support of the Motion for Preliminary Approval of Class Action Settlement.<sup>1</sup> This class action case (the “Action”) arises from an alleged cybersecurity incident that impacted Defendant on or around June 3, 2025 (the “Data Incident”).

Having reviewed the Settlement Agreement and attached exhibits and for good cause appearing, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

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

All individuals to whom written notification was provided by Masterminds Inc. on or around June 3, 2025, regarding the Data Incident.

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

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

Pursuant to New Jersey Court Rule 4:32-2(e), the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for the purposes of settlement because the Settlement meets all of the requirements of New Jersey Court Rule 4:32-1(a) and New Jersey Court Rule 4:32-1(b)(3). Specifically, the Court finds for settlement purposes that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representative are typical of and arise from the same operative facts and the Class Representative seeks similar relief as the claims of the Settlement Class Members; (d) the Class Representative will fairly and adequately protect the interests of the Settlement Class as the Class Representative has no interests antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this Action on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Action.

2. **Class Representative and Settlement Class Counsel.** The Court finds that Plaintiff Brad Faber is adequate and should be preliminarily appointed as the Settlement Class

Representative. Additionally, the Court finds that Brittany Resch of Strauss Borrelli PLLC is adequate and has fairly and adequately represented the interests of the Settlement Class and should be preliminarily appointed as Settlement Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith and arms' length negotiations between the Parties, the absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the equitable treatment of the Settlement Class Members under the Settlement, and all of the other factors required by New Jersey Court Rule 4:32 and New Jersey precedent.

4. **Jurisdiction.** The Court has subject matter jurisdiction and personal jurisdiction over the parties before it. Additionally, venue is proper in this County.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on \_\_\_\_\_ at \_\_\_\_\_, where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved; (c) this action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Settlement Class Counsel for an award of Attorneys'

Fees, Costs, and Expenses should be approved; and (f) the application of the Settlement Class Representative for a Service Award should be approved.

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

7. **Notice**. The proposed notice program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties, but without further order of the Court.

8. **Findings Concerning Notice**. The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Settlement Agreement and the exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of New Jersey law; and (e) and meet the requirements of the Due Process Clauses of the United States Constitution and the New Jersey Constitution. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable

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

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded (i.e., “opt-out”) from the Settlement Class must individually sign and timely submit an opt-out request in the manner provided in the Settlement Agreement. The written request must clearly manifest a person’s intent to be excluded from the Settlement Class, as set forth in the Settlement Agreement, and must be submitted individually, i.e., one request is required for every Settlement Class Member seeking exclusion. To be effective, such requests for exclusion must be submitted no later than the Opt-Out Deadline. If a Final Approval Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of the Settlement Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely requests to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

10. **Objections and Appearances.** A Settlement Class Member desiring to object to the Settlement Agreement may submit a timely written objection by the Objection Deadline in the manner provided in the Settlement Agreement. The Notice shall advise Settlement Class Members of the deadline for submission of any objections—the “Objection Deadline.” Any such objections to the Settlement Agreement must be written and must include all the information required by the Settlement Agreement. To be timely, written notice of an objection must be filed with the Court by the Objection Deadline. Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, shall be bound by all the terms of the

Settlement Agreement and by all proceedings, orders, and judgments in the Action, and shall be precluded from seeking any review of the Settlement Agreement and/or Final Approval Order and Judgment by appeal or other means. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the New Jersey Rules of Appellate Procedure and not through a collateral attack.

11. **Claims Process.** Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice. The Settlement Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

12. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary

Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) there is no Effective Date. In such event, (i) the Parties shall be restored to their respective positions in the Action prior to execution of the Settlement Agreement and shall jointly request that all scheduled Action deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or their counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action 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*.

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

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

15. **Stay of Litigation.** All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

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

<b>Event</b>	<b>Deadline</b>
Defendant provides class list to the Settlement Administrator	Within fifteen (15) days of the entry of the Preliminary Approval Order
Notice Date	Not later than thirty (30) days after entry of the Preliminary Approval Order
Plaintiff's Motion for Final Approval and Attorneys' Fees, Costs, and a Service Award	At least fourteen (14) days before the Opt-Out and Objection Deadlines
Reminder Notice, if necessary	Forty-five (45) days before the Claims Deadline
Objection Deadline	60 days after the Notice Deadline
Opt-Out Deadline	60 days after the Notice Deadline
Claims Deadline	Ninety (90) days after the Notice Deadline.
Final Approval Hearing	No earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order

**IT IS SO ORDERED** on \_\_\_\_\_



**— EXHIBIT E —**



and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate, and in the best interests of the Settlement Class; and

**THE COURT** having considered all the documents filed in support of the Settlement, and having fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court;

**IT IS ORDERED** on \_\_\_\_\_ that:

1. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

2. Unless otherwise noted, words spelled in this Final Order with initial capital letters have the same meaning as set forth in the Settlement Agreement, except as otherwise may be indicated.

3. Previously, the Court entered an Order Granting Preliminary Approval of Plaintiff's Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), which among other things: (a) approved the Notice to the Settlement Class, including approval of the form and manner of Notice under the Notice Program set forth in the Settlement Agreement; (b) preliminarily certified a Settlement Class; (c) preliminarily appointed Plaintiff as the Class Representative; (d) preliminarily appointed Brittany Resch of Strauss Borrelli PLLC as Settlement Class Counsel; (e) preliminarily approved the Settlement Agreement and the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; (f) set deadlines and procedures for Settlement Class Members to request exclusion from and to object to the Settlement; (g) approved and appointed Analytics Consulting LLC as the Settlement Administrator; and (h) set the date for the Final Approval Hearing.

4. In the Preliminary Approval Order, pursuant to New Jersey Court Rule 4:32, the Court preliminarily certified the Settlement Class which is defined as follows:

All individuals to whom written notification was provided by Masterminds Inc. on or around June 3, 2025, regarding the Data Incident.

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

5. The Court finally certifies the Settlement Class, as defined above and in the Preliminary Approval Order, pursuant to New Jersey Court Rule 4:32.

6. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement and Settlement. The Court finds that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

7. The terms of the Settlement Agreement are fair, reasonable, and adequate and are hereby approved, adopted, and incorporated by the Court. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Final Order and the terms of the Settlement Agreement.

8. Notice of the Final Approval Hearing, the Motion for Attorneys' Fees, Costs, and Service Award have been provided to Settlement Class Members as directed by this Court's Orders.

9. The Court finds that such Notice as therein ordered, constitutes reasonable notice of the commencement of the action as directed by the Court and meets all applicable requirements

of law pursuant to New Jersey Court Rule 4:32 and meets the requirements of the Due Process Clauses of the United States Constitution and the New Jersey Constitution.

10. The deadlines for Settlement Class Members to object to or opt-out from the Settlement have passed.

11. \_\_\_\_\_ objections were filed by Settlement Class Members. The Court has considered all objections (if any) and finds the objections (if any) do not counsel against Settlement Agreement approval, and such objections (if any) are hereby overruled in all respects.

12. 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.

13. As of the final date of the Opt-Out Period, \_\_\_\_\_ potential Settlement Class Members have submitted a valid Opt-Out Request to be excluded from the Settlement. The names of those persons (if any) are set forth in Exhibit \_\_\_\_\_ to this Order (if necessary). Those persons (if any) are not bound by this Final Order, as set forth in the Settlement Agreement.

14. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

15. Pursuant to the Settlement Agreement, Defendant and the Settlement Administrator shall implement the Settlement in the manner and timeframe as set forth therein.

16. The Court finally appoints Plaintiff Brad Faber as Class Representative.

17. The Court finally appoints Brittany Resch of Strauss Borrelli PLLC as Settlement Class Counsel.

18. Pursuant to the Settlement Agreement, Plaintiff and the Settlement Class Members release all Released Claims against Defendant and all Released Parties, as defined in the Settlement Agreement.

19. Released Claims shall not include the right of any Settlement Class Member, Plaintiff's counsel, Settlement Class Counsel, or any of the Released Persons to enforce the terms of the Settlement contained in the Settlement Agreement and shall not include the claims of those persons (if any) identified in Exhibit \_\_\_\_\_ to this Final Order, who have timely and validly requested exclusion from the Settlement Class.

20. On the Effective Date, the Parties and each and every Settlement Class Member shall be bound by the Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided therein. No other action, demand, suit, arbitration, or other claim may be pursued against Defendant or any Released Persons with respect to the Released Claims.

21. Upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, pursuing, or participating in any recovery in any action in this or any other forum (other than participation in the Settlement as provided in the Settlement Agreement) in which any of the Released Claims is asserted.

22. On the Effective Date and in consideration of the promises and covenants set forth in the Settlement Agreement, (i) Plaintiff and each Settlement Class Member, and each of their respective executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the

capacity as *parens patriae* or on behalf of creditors or estates of the releasors), and each of them (collectively and individually, the “Releasing Persons”); and (ii) Settlement Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns will be deemed to have, and by operation of this Final Order shall have, fully, finally, completely, and forever released and discharged the Released Persons from the Released Claims. The release set forth in the preceding sentence (the “Release”) shall be included as part of any judgment, so that all Released Claims shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion.

23. Without in any way limiting the scope of the Release, the Release covers, without limitation, any and all claims for attorney’s fees, costs, and expenses incurred by Settlement Class Counsel or any other counsel representing Plaintiff or Settlement Class Members, or any of them, in connection with or related in any manner to the Action, the Settlement, the administration of such Settlement and/or the Released Claims, as well as any and all claims for the Service Award to Plaintiff.

24. Subject to Court approval, as of the Effective Date, all Settlement Class Members shall be bound by the Settlement Agreement and the Release and all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Action or the Settlement.

25. As of the Effective Date, the Released Persons are deemed, by operation of the entry of this Final Order, to have fully released and forever discharged Plaintiff, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiff or Settlement Class Members, or any of them, of and from any claims arising out of the Action or the Settlement. Any other claims or defenses Defendant or other Released Persons may have against

Plaintiff, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiff or Settlement Class Members, including, without limitation, any claims based upon or arising out of any employment, debtor-creditor, contractual, or other business relationship that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims are not released, are specifically preserved, and shall not be affected by the preceding sentence.

26. As of the Effective Date, the Released Persons are deemed, by operation of entry of the Final Order, to have fully released and forever discharged each other of and from any claims they may have against each other arising from the claims asserted in the Action, including any claims arising out of the investigation, defense, or Settlement of the Action.

27. The matter is hereby dismissed with prejudice and without costs, except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement.

This Final Order resolves all claims against all parties in the Action and is a final order. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Final Order and enter Judgment in this matter.

**IT IS SO ORDERED** on \_\_\_\_\_

\_\_\_\_\_

# **EXHIBIT B**



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## Our Firm

Strauss Borrelli PLLC is a premier civil litigation team focused on representing groups of individuals who have been harmed by corporate misconduct. We regularly represent clients in cases involving data misuse, illegal telemarketing, privacy intrusion, unfair employment practices, and defective products. Our efforts have earned us a reputation for achieving success in high-stakes and complex cases across the country.

At every step, we put the interests of our clients first.

### **We make the courtroom accessible to all.**

At Strauss Borrelli, we understand that our legal system is out of reach for most individuals who have suffered at the hands of corporate wrongdoing. Time, money, and expertise act as barriers to judicial action. We confront these obstacles by empowering those affected to take collective action to seek relief.

### **We innovate and adapt.**

As new technologies become available, our team learns and grows to make our processes faster, more effective, and less expensive. We challenge each other to continually evolve to meet the needs of our clients in an ever-changing world.

### **We know that people are our greatest resource.**

Whether it be within our own team or with experts, co-counsel, or clients, we foster collaborative spaces. We know that good ideas can come from anyone, and the best ideas are forged when we work together. Our experiences have shown us that fresh perspectives coupled with legal expertise create smart strategies.

### **We understand the strength in numbers.**

Too often, corporate transgressions go unchallenged. Together, we create a check against large companies' misconduct. By combining individual claims, we hold those who put profit over people accountable and achieve relief for all those injured by wrongdoings ranging from the annoyance of daily telemarketing calls to the devastation of a sudden mass layoff.

### **We commit to personal connections.**

At every stage, we help clients understand the complex issues at hand and empower them to take an active role in their cases. We will always take the time to build relationships with our clients in order to understand what success means to them. In defining and reaching our goals, we advise with compassion and understanding.

## Our Cases

### COMMERCIAL ELECTRONIC MAIL ACT

#### ***Ma v. Nike, Inc. (W.D. Wash.)***

Filed on behalf of consumers who received emails with false or misleading subject lines designed to manipulate consumer choice by creating a false sense of urgency. Plaintiff alleges Nike violated Washington's Commercial Electronic Mail Act and Consumer Protection Act through its deceptive marketing. The case is currently pending in the United States District Court for the Western District of Washington.

#### ***Agnew, et al. v. Macy's Retail Holdings, LLC (W.D. Wash.)***

Filed on behalf of consumers who received emails with false or misleading subject lines designed to manipulate consumer choice by creating a false sense of urgency. Plaintiffs allege Macy's violated Washington's Commercial Electronic Mail Act and Consumer Protection Act through its deceptive marketing. The case is currently pending in the United States District Court for the Western District of Washington.

#### ***Jackson v. Hanesbrands, Inc. (E.D. Wash.)***

Filed on behalf of consumers who received emails with false or misleading subject lines designed to manipulate consumer choice by creating a false sense of urgency. Plaintiff alleges Hanes violated Washington's Commercial Electronic Mail Act and Consumer Protection Act through its deceptive marketing. The case is currently pending in the United States District Court for the Eastern District of Washington.

#### ***Liss, et al. v. Lenovo (United States) Inc. (W.D. Wash.)***

Filed on behalf of consumers who received emails with false or misleading subject lines designed to manipulate consumer choice by creating a false sense of urgency. Plaintiffs allege Lenovo violated Washington's Commercial Electronic Mail Act and Consumer Protection Act through its deceptive marketing. The case is currently pending in the United States District Court for the Western District of Washington.

#### ***Shahpur, et al. v. Ulta Salon, Cosmetics & Fragrance Inc. (E.D. Wash.)***

Filed on behalf of consumers who received emails with false or misleading subject lines designed to manipulate consumer choice by creating a false sense of urgency. Plaintiffs allege Ulta violated Washington's Commercial Electronic Mail Act and Consumer Protection Act through its deceptive marketing. The case is

currently pending in the United States District Court for the Eastern District of Washington.

***Hutton v. Papa John's USA, Inc., et al. (W.D. Wash.)***

Filed on behalf of consumers who received emails with false or misleading subject lines designed to manipulate consumer choice by creating a false sense of urgency. Plaintiff alleges Papa John's violated Washington's Commercial Electronic Mail Act and Consumer Protection Act through its deceptive marketing. The case is currently pending in the United States District Court for the Western District of Washington.

***Liss, et al. v. Skechers U.S.A. Inc. (W.D. Wash.)***

Filed on behalf of consumers who received emails with false or misleading subject lines designed to manipulate consumer choice by creating a false sense of urgency. Plaintiffs allege Skechers violated Washington's Commercial Electronic Mail Act and Consumer Protection Act through its deceptive marketing. The case is currently pending in the United States District Court for the Western District of Washington.

***Bajwa v. National Automotive Parts Association, LLC (W.D. Wash.)***

Filed on behalf of consumers who received emails with false or misleading subject lines designed to manipulate consumer choice by creating a false sense of urgency. Plaintiff alleges NAPA Auto Parts violated Washington's Commercial Electronic Mail Act and Consumer Protection Act through its deceptive marketing. The case is currently pending in the United States District Court for the Western District of Washington.

***Hutton v. The Reinalt-Thomas Corporation (W.D. Wash.)***

Filed on behalf of consumers who received emails with false or misleading subject lines designed to manipulate consumer choice by creating a false sense of urgency. Plaintiff alleges The Reinalt-Thomas Corporation d/b/a Discount Tire violated Washington's Commercial Electronic Mail Act and Consumer Protection Act through its deceptive marketing. The case is currently pending in the United States District Court for the Western District of Washington.

## **CONSUMER PROTECTION**

***Fowler, et al. v. Wells Fargo Bank, N.A. (N.D. Cal.)***

Filed on behalf of consumers who were overcharged fees on FHA mortgages. The case settled on a class-wide basis for \$30,000,000 in 2018, and final approval was granted in January 2019.

***Jones, et al. v. Monsanto Company (W.D. Mo.)***

Filed on behalf of individuals who purchased mislabeled RoundUp® products. The case settled on a class-wide basis in 2020 for \$39,550,000. Final approval was granted in May 2021.

***Crawford, et al. v. FCA US LLC (E.D. Mich.)***

Filed on behalf of consumers who purchased or leased Dodge Ram 1500 and 1500 Classic vehicles equipped with 3.0L EcoDiesel engines between 2013 and 2019. Plaintiffs allege unfair, deceptive, and fraudulent practices in the Defendants' marketing and sale of vehicles with allegedly defective EGR coolers. This case is currently pending in the United States District Court for the Eastern District of Michigan.

***In re: Chrysler-Dodge-Jeep EcoDiesel Marketing, Sales Practices and Products Liability Litigation (N.D. Cal.)***

Filed on behalf of consumers against Fiat Chrysler and Bosch alleging unfair, deceptive, and fraudulent practices in the Defendants' marketing and sale of certain EcoDiesel vehicles. The class contained over 100,000 vehicles, including 2014-2016 model-year Jeep Grand Cherokees and Dodge Ram 1500 trucks that were allegedly outfitted with devices that masked actual emission levels. The case settled on a class-wide basis for \$307,500,000, and final approval was granted in May 2019.

***Rolland, et al. v. Spark Energy, LLC (D.N.J.)***

Filed on behalf of consumers who were forced to pay considerably more for their electricity than they should otherwise have paid due to Spark Energy's deceptive pricing practices. Plaintiff alleges that Spark Energy engages in a bait-and-switch deceptive marketing scheme luring consumers to switch utility companies by offering lower than local utility rates. These lower rates are fixed for only a limited number of months and then switch to a variable market rate that is significantly higher than the rates local utilities charge. The case settled on a class-wide basis for \$11,000,000 in 2022, and final approval was granted in December 2022.

***Haines v. Washington Trust Bank (Wash. Sup. Ct., King Cty.)***

Strauss Borrelli attorneys represented consumers who were charged \$35 overdraft fees by Washington Trust Bank on accounts that were never actually overdrawn. Plaintiff filed suit against Washington Trust Bank for the unfair and unlawful assessment of these overdraft fees. This case settled on a class-wide basis in 2021, and final approval was granted in November 2021.

***Pryor v. Eastern Bank (Mass. Sup. Ct., Suffolk Cty.)***

Strauss Borrelli attorneys represented consumers who were charged \$35 overdraft fees by Eastern Bank on accounts that were never actually overdrawn. Plaintiff filed suit against Eastern Bank for the unfair and unlawful assessment of these overdraft fees. This case settled on a class-wide basis in 2021, and final approval was granted in March 2021.

**DATA BREACH*****Walters v. Kimpton Hotel & Restaurant Group, LLP (N.D. Cal.)***

Filed on behalf of consumers whose private information and personal identifiable information, including credit and debit card numbers, names, mailing addresses, and other personal information, was compromised and stolen from Kimpton Hotel & Restaurant Group by hackers. The case settled on a class-wide basis in 2018, and final approval was granted in July 2019.

***Reetz v. Advocate Aurora Health, Inc. (Wis. Cir. Ct., Milwaukee Cty.)***

Filed on behalf of employees of Aurora Advocate Health, the 10th largest not-for-profit integrated health care system in the United States, whose personally identifiable information was breached and stolen through an email phishing campaign beginning in January 2020. Many of these individuals have lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case settled in 2023.

***Goetz v. Benefit Recovery Specialists, Inc. (Wis. Cir. Ct., Walworth Cty.)***

Strauss Borrelli attorneys represented a class of consumers whose personal health information was compromised and stolen from Benefit Recovery Specialists, Inc., a Houston-based billing and collections services firm that provides billing and collection services to healthcare providers across the country. Many of these consumers have lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case settled on a class-wide basis in 2022, and final approval was granted in July 2022.

***In re BJC Healthcare Data Breach Litigation (Mo. Cir. Ct., St. Louis Cty.)***

Strauss Borrelli attorneys represented a class of consumers whose personal health information was compromised and stolen from BJC Healthcare, a major regional health system. Many of these consumers lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case settled on a class-wide basis in 2021 and final approval was granted in September 2022.

***Daum, et al. v. K & B Surgical Center, LLC (Cal. Sup. Ct., Los Angeles Cty.)***

Strauss Borrelli attorneys represented a class of consumers whose personal health information and protected health information was compromised and stolen from K & B Surgical Center. Many of these consumers have lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. The case settled in 2023.

***In re: Netgain Technology, LLC, Consumer Data Breach Litigation (D. Minn.)***

Filed on behalf of consumers whose personal identifiable information and protected health information was breached and stolen from Netgain Technology, LLC beginning in September 2020. Strauss Borrelli partner, Raina Borrelli, serves as a member of the Plaintiffs' Interim Executive Committee in this multidistrict litigation. Many of the individuals impacted by the breach have lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case settled on a class-wide basis in 2025, and preliminary approval was granted in The United States District Court for the District of Minnesota in May 2025.

***Dusterhoff, et al. v. OneTouchPoint Corp. (E.D. Wisc.)***

Filed on behalf of 2.6 million consumers whose personal identifiable information and protected health information was breached and stolen from OneTouchPoint Corp., a mailing and printing services vendor, beginning in April 2022. Strauss Borrelli partner, Raina Borrelli, serves as a member of the Plaintiffs' Steering Committee in this litigation. Many of the individuals impacted by the breach have lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case is currently pending in The United States District Court for the Eastern District of Wisconsin.

***In re Lincare Holdings Inc. Data Breach Litigation (M.D. Fla.)***

Filed on behalf of consumers whose personal identifiable information and protected health information was breached and stolen from Lincare Holdings Inc., a medical products and services provider, beginning in September 2021. Strauss Borrelli partner, Raina Borrelli, serves as a member of the Interim Executive Leadership Committee for plaintiffs and the class in this multidistrict litigation. Many of the individuals impacted by the breach have lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. The case settled on a class-wide basis in 2023, and final approval was granted in June 2024.

***Forslund, et al. v. R.R. Donnelley & Sons Company (N.D. Ill.)***

Filed on behalf of consumers whose personal identifiable information was breached and stolen from R.R. Donnelley & Sons Company, a Fortune 500 marketing, packaging, and printing company, beginning in November 2021. Strauss Borrelli partner, Raina Borrelli, serves as interim co-lead counsel for plaintiffs and the class in this litigation. Many of the individuals impacted by the breach have lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case settled on a class-wide basis in 2023, and final approval was granted in March 2024.

**DATA PRIVACY*****Doe, et al. v. HSCGP, LLC (Tenn. Cir. Ct., Davidson Cty.)***

Litigated on behalf of all patients of healthcare companies serviced by HSCGP, LLC whose sensitive personal information was exposed to third parties without their knowledge or consent. Plaintiff alleged that the healthcare companies serviced by HSCGP, LLC disclosed such sensitive personal information by using various tools on its website. The case settled on a class-wide basis in 2024. Final approval was granted in March 2025.

***Doe v. Lima Memorial Hospital, et al. (C.C.P. Allen)***

Filed on behalf of all patients of Lima Memorial Hospital whose sensitive personal information was exposed to third parties without their knowledge or consent. Plaintiff alleged that Lima Memorial Hospital disclosed such sensitive personal information by using various tools on its website. The case was litigated in the Court of Common Pleas in Allen County, Ohio and settled on a class-wide basis in 2024. Final approval was granted in August 2024.

***Rogers v. Rogers Behavioral Health System, Inc. (Wis. Cir. Ct., Dane Cty.)***

Filed on behalf of all patients of Rogers Behavioral Health System whose sensitive personal information was exposed to third parties without their knowledge or consent. Plaintiff alleged that Rogers Behavioral Health System disclosed such sensitive personal information by using various tools on its website. The case was litigated in the Circuit Court for Dane County, Wisconsin, and settled on a class-wide basis in 2024. Final approval was granted in August 2024.

***Doe, et al. v. The Wood County Hospital, et al. (C.C.P. Sandusky)***

Filed on behalf of all patients of The Wood County Hospital whose sensitive personal information was exposed to third parties without their knowledge or consent. Plaintiffs alleged that The Wood County Hospital disclosed such sensitive personal information by using various tools on its website. The case was litigated in the Court of Common Pleas in Sandusky County, Ohio, and settled on a class-wide basis in 2024.

***Moser, et al. v. Redeemer Health, et al. (C.C.P. Phila.)***

Filed on behalf of all patients of Redeemer Health and Holy Redeemer Health System whose sensitive personal information was exposed to third parties without their knowledge or consent. Plaintiffs allege that Redeemer Health and Holy Redeemer Health System disclosed such sensitive personal information by using various tools on its website. This case settled on a class-wide basis in 2025, and preliminary approval is pending in the Court of Common Pleas in Philadelphia, Pennsylvania.

***Mrozinski, et al. v. Aspirus, Inc. (Wis. Cir. Ct., Marathon Cty.)***

Filed on behalf of all patients of Aspirus whose sensitive personal information was exposed to third parties without their knowledge or consent. Plaintiffs allege that Aspirus disclosed such sensitive personal information by using various tools on its website. This case settled on a class-wide basis in 2025, and preliminary approval was granted in the Circuit Court for Marathon County, Wisconsin in August 2025.

***Patterson v. Respondus, Inc., et al. (N.D. Ill.)***

Filed on behalf of all persons who took an exam using Respondus' online exam proctoring software, Respondus Monitor, in the state of Illinois. Plaintiffs allege that Respondus collects, uses, and discloses students' biometric identifiers and biometric information in violation of Illinois' Biometric Information Privacy Act. This case settled in 2023.

***Powell v. DePaul University (N.D. Ill.)***

Strauss Borrelli attorneys represented a class of DePaul University students located in the state of Illinois who were required to take exams using Respondus Monitor, which collects, uses, and discloses students' biometric identifiers and biometric information in violation of Illinois' Biometric Information Privacy Act. Plaintiff alleged that DePaul University collects students' biometric identifiers and biometric information without written consent and without legally compliant written public policies. This case settled in 2023.

## RIGHT OF PUBLICITY

### ***Nolen v. PeopleConnect, Inc., et al. (N.D. California)***

Filed on behalf of California residents against PeopleConnect alleging violations of California law that recognizes the intellectual property and privacy rights of individuals to control the commercial use of their names and likenesses. Plaintiffs allege that PeopleConnect violates these legal rights by using California residents' names and childhood photographs in advertisements promoting paid subscriptions to its website, classmates.com. The case is currently on appeal to the United States Court of Appeals for the Ninth Circuit.

### ***Boshears, et al. v. PeopleConnect, Inc., et al. (W.D. Wash.)***

Filed on behalf of Indiana residents against PeopleConnect alleging violations of Indiana's Right of Publicity Statute and Indiana's common law prohibiting misappropriation of a name or likeness. Plaintiffs allege that PeopleConnect violates these legal rights by using Indiana residents' personalities, including their names and childhood photographs, in advertisements promoting paid subscriptions to its website, classmates.com. The case is currently on appeal before the United States Court of Appeals for the Ninth Circuit.

### ***Sessa, et al. v. Ancestry.com Operations Inc., et al. (D. Nev.)***

Filed on behalf of Nevada residents against Ancestry.com alleging violations of Nevada's right to publicity statute, Nevada law prohibiting deceptive trade practice, Nevada common law protection against Intrusion upon Seclusion, and Nevada Unjust Enrichment law. Plaintiffs allege that Ancestry.com violates these legal rights by knowingly misappropriating the photographs, likenesses, names, and identities of Nevada residents for the commercial purpose of selling access to and advertising them in Ancestry.com products and services without their prior consent. The case is pending in the United States District Court for the District of Nevada.

### ***Martinez v. ZoomInfo Technologies Inc. (W.D. Wash.)***

Filed on behalf of California residents against ZoomInfo Technologies Inc. alleging violations of California law that recognizes the intellectual property and privacy rights of individuals to control the commercial use of their names and likenesses. Plaintiffs allege that ZoomInfo Technologies violates these legal rights by using California residents' names and person information in advertisements promoting paid subscriptions to its website, zoominfo.com, as well as selling access to their names and personal information as part of its products. This case settled in 2024.

***Gbeintor v. DemandBase, Inc., et al. (N.D. Cal.)***

Filed on behalf of California residents against DemandBase, Inc. and InsideView Technologies, Inc. alleging violations of California law that recognizes the intellectual property and privacy rights of individuals to control the commercial use of their names and likenesses. Plaintiffs allege that DemandBase and InsideView Technologies violate these legal rights by using California residents' names, likenesses, photographs, and personas in advertisements promoting paid subscriptions to its website, [insideview.com](https://www.insideview.com), without their consent. This case settled on a class-wide basis in 2024, and preliminary approval was granted in June 2025.

***Kellman, et al. v. Spokeo, Inc. (N.D. Cal.)***

Filed on behalf of California residents against Spokeo, Inc. alleging violations of California law that recognizes the intellectual property and privacy rights of individuals to control the commercial use of their names and likenesses. Plaintiffs allege that Spokeo violates these legal rights by using California residents' names, likenesses, photographs, and personas in advertisements promoting paid subscriptions to its website without their consent. The case is pending in the United States District Court for the Northern District of California.

## TELEPHONE CONSUMER PROTECTION ACT

***Evans v. American Power & Gas, LLC, et al. (S.D. Ohio)***

Filed on behalf of consumers who received automated solicitation telephone calls on their cellular telephones without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* The case settled on a class-wide basis for \$6,000,000, and final approval was granted in May 2019.

***Murray, et al. v. Grocery Delivery E-Services USA Inc. d/b/a Hello Fresh (D. Mass.)***

Filed on behalf of consumers who received automated solicitation telephone calls on their cellular and residential telephones without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* The case settled on a class-wide basis for \$14,000,000 in 2020. Final approval was granted in October 2021.

***Goodell, et al. v. Van Tuyl Group, LLC (D. Az.)***

Filed on behalf of consumers who received automated solicitation telephone calls on their cellular and residential telephones without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* This case settled in 2023.

***Doup v. Van Tuyl Group, LLC (N.D. Tex.)***

Filed on behalf of consumers who received solicitation telephone calls on their cellular and residential telephones that were listed on the National Do-Not-Call Registry, without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* This case settled in 2023.

***Dickson v. Direct Energy, LP, et al. (N.D. Ohio)***

Filed on behalf of consumers who received automated or prerecorded telemarketing telephone calls on their cellular telephones without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* This case is currently pending in the United States District Court for the Northern District of Ohio.

***Learned, et al. v. McClatchy Company, LLC (E.D. Cal.)***

Filed on behalf of consumers who received solicitation telephone calls on their cellular and residential telephones that were listed on the National Do-Not-Call Registry and/or who requested Defendant stop calling them, without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* This case settled in 2023.

***Rogers, et al. v. Assurance IQ, LLC, et al. (W.D. Wash.)***

Filed on behalf of consumers who received automated solicitation telephone calls on their cellular and residential telephones, some that were listed on the National Do-Not-Call Registry, without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* This case settled on a class-wide basis in 2024 for \$21,875,000, and final approval was granted in September 2024.

## Our Professionals

### SAMUEL J. STRAUSS

Samuel J. Strauss is a founding member of Strauss Borrelli PLLC. Mr. Strauss concentrates his practice in class action litigation with an emphasis on consumer protection and privacy issues. Mr. Strauss has a national practice and appears in federal courts across the country. Over the course of his career, Mr. Strauss has represented plaintiffs in cases which have resulted in the recovery of hundreds of millions of dollars for consumers.

Mr. Strauss received his J.D. with honors from the University of Washington School of Law in 2013. Prior to forming Strauss Borrelli in 2024, Mr. Strauss was a founding member of Turke & Strauss in 2016, in Madison, Wisconsin, where he successfully prosecuted complex class actions in federal and state courts.

Mr. Strauss is a member of bars of the states of Washington, Wisconsin, and Illinois and has been admitted to practice in the United States District Court for the Western District of Washington, United States District Court for the Eastern District of Washington, United States District Court for the Western District of Wisconsin, the United States District Court for the Eastern District of Wisconsin, the United States District Court for the Northern District of Illinois, the United States District Court for the Eastern District of Michigan, and the United States Court of Appeals for the Ninth Circuit.

In recent years, Mr. Strauss has been actively involved in a number of complex class action matters in state and federal courts including:

- *Doe, et al. v. HSCGP, LLC*, No. 23C2513 (Tenn. Cir. Ct., Davidson Cnty.)
- *Ma v. Nike, Inc.*, No. 25-cv-01235 (W.D. Wash.)
- *Agnew, et al. v. Macy's Retail Holdings, LLC*, No. 25-cv-02006 (W.D. Wash.)
- *Liss, et al. v. Skechers U.S.A. Inc.*, No. 25-cv-05861 (W.D. Wash.)
- *Hutton v. Papa John's USA, Inc., et al.*, 25-cv-01922 (W.D. Wash.)
- *Shahpur, et al. v. Ulta Salon, Cosmetics & Fragrance, Inc.*, No. 25-cv-00284 (E.D. Wash.)
- *Daum, et al. v. K & B Surgical Center, LLC*, No. 21STCV41347 (Cal. Sup. Ct., Los Angeles Cty.)
- *Reetz v. Advocate Aurora Health, Inc.*, No. 20CV2361 (Wis. Cir. Ct., Branch 22, Milwaukee Cty.)
- *Goetz v. Benefit Recovery Specialists, Inc.*, No. 2020CV000550 (Wis. Cir. Ct.,

Walworth Cty.)

- *Joyner v. Behavioral Health Network, Inc.*, No. 2079CV00629 (Mass. Sup. Ct., Hampden Cty.)
- *In re BJC Healthcare Data Breach Litigation*, No. 2022-CC09492 (Mo. Cir. Ct., St. Louis City)
- *Baldwin, et al. v. National Western Life Insurance Company*, No. 2:21-cv-04066 (W.D. Mo.)
- *Pryor v. Eastern Bank*, No. 1984CV03467-BLS1 (Mass. Sup. Ct., Suffolk Cty.)
- *Murray v. Grocery Delivery E-Services USA Inc. d/b/a Hello Fresh*, No. 19-cv-12608 (D. Mass.)
- *Baldwin v. Miracle-Ear, Inc.*, No. 20-cv-01502 (D. Minn.)
- *Goodell v. Van Tuyl Group, LLC*, No. 20-cv-01657 (D. Az.)
- *Weister v. Vantage Point AI, LLC*, No. 21-cv-01250 (M.D. Fla.)
- *Lang v. Colonial Penn Life Insurance Company*, No. 21-cv-00165 (N.D. Fla.)
- *Mackey v. PeopleConnect, Inc.*, No. 1:22-cv-00342 (N.D. Ill.)
- *Sessa v. Ancestry.com Operations Inc., et al.*, No. 2:20-cv-02292 (D. Nev.)
- *Boshears v. PeopleConnect, Inc.*, No. 21-cv-01222 (W.D. Wash.)
- *Braundmeier v. Ancestry.com Operations, Inc.*, No. 1:20-cv-07390 (N.D. Ill.)
- *Martinez v. ZoomInfo Technologies Inc.*, No. 21-cv-05725 (W.D. Wash.)
- *Uhhariet v. MyLife.com, Inc.*, No. 21-cv-08229 (N.D. Cal.)
- *Kellman v. Spokeo, Inc.*, No. 21-cv-08976 (N.D. Cal.)
- *Patterson v. Respondus, Inc.*, No. 20-cv-07692 (N.D. Ill.)
- *Bridges v. Respondus, Inc.*, No. 21-cv-01785 (N.D. Ill.)
- *Hudock v. LG Electronics USA, Inc.*, No. 16-cv-1220 (D. Minn.)
- *Crawford v. FCA US LLC*, No. 20-cv-12341 (E.D. Mich.)
- *Klaehn, et al. v. Cali Bamboo, LLC*, No. 19-cv-01498 (S.D. Cal.)
- *Jones v. Monsanto Company*, No. 19-cv-00102 (W.D. Mo.)
- *Dickson v. Direct Energy, LP, et al.*, No. 18-cv-00182 (N.D. Ohio)
- *Rolland v. Spark Energy, LLC*, Case. No. 17-cv-02680 (D.N.J.)
- *Evans v. American Power & Gas, LLC*, No. 17-cv-00515 (S.D. Ohio)
- *Fowler v. Wells Fargo Bank, N.A.*, No. 17-cv-02092 (N.D. Cal.)

## RAINA C. BORRELLI

Raina C. Borrelli is a founding member of Strauss Borrelli PLLC. Ms. Borrelli's practice focuses on complex class action litigation, including data privacy, Telephone Consumer Protection Act ("TCPA"), false advertising, and consumer protection cases in both state and federal courts around the country. Ms. Borrelli has served as lead, co-lead, and class counsel in numerous national class actions, including multi-district litigation. Additionally, Ms. Borrelli has substantial experience leading discovery teams in these complex class action matters, as well as in working with class damages experts and class damages models in consumer protection cases.

Ms. Borrelli received her J.D. *magna cum laude* from the University of Minnesota Law School in 2011. Prior to founding Strauss Borrelli, Ms. Borrelli was a partner at Gustafson Gluek, where she successfully prosecuted complex class actions in federal and state courts. Ms. Borrelli is an active member of the Minnesota Women's Lawyers and the Federal Bar Association, where she has assisted in the representation of *pro se* litigants through the *Pro Se* Project. Ms. Borrelli has repeatedly been named to the annual Minnesota "Rising Star" Super Lawyers list (2014-2021) by SuperLawyers Magazine. She has also been repeatedly certified as a North Star Lawyer by the Minnesota State Bar Association (2012-2015; 2018-2020) for providing a minimum of 50 hours of *pro bono* legal services.

Ms. Borrelli is a member of the Minnesota State Bar Association and has been admitted to practice in the United States District Court for the District of Minnesota, the United States District Court for the Eastern District of Wisconsin, the United States District Court for the Eastern District of Michigan, the United States District Court for the Northern District of Illinois, and the United States Court of Appeals for the Tenth Circuit.

In recent years, Ms. Borrelli has been appointed to leadership positions in a number of data privacy cases, including *In re Netgain Technology, LLC Consumer Data Breach Litigation*, No. 21-cv-01210 (D. Minn.) (Interim Executive Committee); *Dusterhoff, et al. v. OneTouchPoint Corp.*, No. 2:22-cv-00882 (E.D. Wisc.) (Plaintiffs' Steering Committee); *In re Lincare Holdings Inc. Data Breach Litigation*, No. 8:22-cv-01472 (M.D. Fl.) (Interim Executive Leadership Committee); *Forslund v. R.R. Donnelley & Sons Company*, No. 1:22-cv-04260 (N.D. Ill.) (interim co-lead counsel); *Medina v. PracticeMax Incorporated*, No. 2:22-cv-0126 (D. Az.) (Executive Leadership Committee); *In re C.R. England, Inc. Data Breach Litig.*, No. 2:22-cv-00374 (interim co-lead counsel); *Doe, et al. v. Knox College, Inc.*, No. 4:23-cv-04012 (C.D. Ill.) (co-lead counsel); and *In re OakBend Medical Center Data*

*Breach Litigation*, No. 4:22-cv-03740 (S.D. Tex.) (interim co-lead counsel). Ms. Borrelli has been substantially involved in a number of complex class action matters in state and federal courts including:

- *Liss, et al. v. Lenovo (United States) Inc.*, No. 25-cv-01663 (W.D. Wash.)
- *Jackson v. Hanesbrands, Inc.*, No. 25-cv-00440 (E.D. Wash.)
- *Hutton, et al. v. PODS Enterprises, LLC*, No. 25-cv-02025 (W.D. Wash.)
- *Haley v. Tommy Bahama Group, Inc.*, No. 25-cv-01969 (W.D. Wash.)
- *Bajwa v. National Automotive Parts Association, LLC*, No. 25-cv-02280 (W.D. Wash.)
- *Doe, et al. v. HSCGP, LLC*, No. 23C2513 (Tenn. Cir. Ct., Davidson Cnty.)
- *Daum, et al. v. K & B Surgical Center, LLC*, No. 21STCV41347 (Cal. Sup. Ct., Los Angeles Cty.)
- *Grogan v. McGrath RentCorp*, No. 3:22-cv-00490 (N.D. Cal.)
- *Benedetto, et al. v. Southeastern Pennsylvania Transportation Authority*, No. 210201425 (C.C.P. Phila.)
- *Reetz v. Advocate Aurora Health, Inc.*, No. 20CV2361 (Wis. Cir. Ct., Branch 22, Milwaukee Cty.)
- *Goetz v. Benefit Recovery Specialists, Inc.*, No. 2020CV000550 (Wis. Cir. Ct., Walworth Cty.)
- *Reese v. Teen Challenge Training Center, Inc.*, No. 00093 (C.C.P. Phila.)
- *Lhota v. Michigan Avenue Immediate Care, S.C.*, No. 2022CH06616 (Ill. Cir. Ct., Cook Cty.)
- *Johnson, et al. v. Yuma Regional Medical Center*, No. 2:22-cv-01061 (D. Az.)
- *Baldwin v. Miracle-Ear, Inc.*, No. 20-cv-01502 (D. Minn.)
- *Murray, et al. v. Grocery Delivery E-Services USA Inc. d/b/a Hello Fresh*, No. 1:19-cv-12608 (D. Mass.)
- *Goodell v. Van Tuyl Group, LLC*, No. 20-cv-01657 (D. Az.)
- *Learned, et al. v. McClatchy Company LLC*, No. 2:21-cv-01960 (E.D. Cal.)
- *Lang v. Colonial Penn Life Insurance Company*, No. 21-cv-00165 (N.D. Fla.)
- *Martinez v. ZoomInfo Technologies Inc.*, No. 21-cv-05725 (W.D. Wash.)
- *Abraham, et al. v. PeopleConnect, Inc.*, No. 3:20-cv-09203 (N.D. Cal.)
- *Boshears v. PeopleConnect, Inc.*, No. 21-cv-01222 (W.D. Wash.)
- *Mackey v. PeopleConnect, Inc.*, No. 1:22-cv-00342 (N.D. Ill.)
- *Sessa v. Ancestry.com Operations Inc., et al.*, No. 2:20-cv-02292 (D. Nev.)
- *Braundmeier v. Ancestry.com Operations, Inc.*, No. 1:20-cv-07390 (N.D. Ill.)
- *DeBose v. Dun & Bradstreet Holdings, Inc.*, No. 2:22-cv-00209 (D.N.J.)
- *Gbeintor, et al. v. DemandBase, Inc., et al.*, No. 3:21-cv-09470 (N.D. Cal.)
- *Spindler v. Seamless Contacts Inc.*, No. 4:22-cv-00787 (N.D. Cal.)
- *Kellman, et al. v. Spokeo, Inc.*, No. 3:21-cv-08976 (N.D. Cal.)

- *Spindler, et al. v. General Motors LLC*, No. 3:21-cv-09311 (N.D. Cal.)
- *Hudock v. LG Electronics USA, Inc.*, No. 16-cv-1220 (JRT/KMM) (D. Minn.)
- *Patterson v. Respondus, Inc.*, No. 1:20-cv-07692 (N.D. Ill.)
- *Fee v. Illinois Institute of Technology*, No. 1:21-cv-02512 (N.D. Ill.)
- *Harvey v. Resurrection University*, No. 1:21-cv-03203 (N.D. Ill.)
- *In re FCA Monostable Gearshifts Litig.*, No. 16-md-02744 (E.D. Mich.)
- *Zeiger v. WellPet LLC*, No. 17-cv-04056 (N.D. Cal.)
- *Wyoming v. Procter & Gamble*, No. 15-cv-2101 (D. Minn.)
- *In re Big Heart Pet Brands Litig.*, No. 18-cv-00861 (N.D. Cal.)
- *Sullivan v. Fluidmaster*, No. 14-cv-05696 (N.D. Ill.)
- *Rice v. Electrolux Home Prod., Inc.*, No. 15-cv-00371 (M.D. Pa.)
- *Gorzynski v. Electrolux Home Products, Inc.*, No. 18-cv-10661 (D.N.J.)
- *Reitman v. Champion Petfoods*, No. 18-cv-1736 (C.D. Cal.)
- *Reynolds, et al., v. FCA US, LLC*, No. 19-cv-11745 (E.D. Mich.).

## CASSANDRA MILLER

Cassandra Miller is a partner at Strauss Borrelli PLLC whose practice focuses on complex class action litigation, including consumer protection, privacy, data breaches, and product liability. Ms. Miller is adept at navigating the intricate legal landscapes of both state and federal courts across the nation. Additionally, Ms. Miller has substantial experience leading teams in these complex class action matters.

Ms. Miller received her J.D. *magna cum laude* from the University of Illinois Chicago School of Law in 2006. Prior to joining Strauss Borrelli, Ms. Miller was a managing partner at Edelman Combs Lattuner & Goodwin, LLC. There, Ms. Miller handled a wide range of consumer protection claims under key statutes such as the Fair Credit Reporting Act (FCRA), Fair Debt Collection Practices Act (FDCPA), Uniform Commercial Code (UCC), Telephone Consumer Protection Act (TCPA), and Truth in Lending Act (TILA), as well as the Illinois Consumer Fraud and Deceptive Practices Act (ICFA), alongside related state and federal consumer statutes.

Ms. Miller is a member of the Illinois State Bar Association and has been admitted to practice in the United States District Court for the Northern District of Illinois, the United States District Court for the Central District of Illinois, the United States District Court for the Southern District of Indiana, the United States District Court for the Northern District of Indiana, and the United States Court of Appeals for the Seventh Circuit.

Ms. Miller has been substantially involved in a number of complex class action matters in state and federal courts including:

- *Pietras v. Sentry*, 513 F. Supp. 2d 983 (N.D. Ill. 2007)
- *Hernandez v. Midland Credit Mgmt.*, 2007 U.S. Dist. LEXIS 16054 (N.D. Ill. 2007)
- *Balogun v. Midland Credit Mgmt.*, 2007 U.S. Dist. LEXIS 74845 (S.D. Ind. 2007)
- *Miller v. Midland Credit Mgmt.*, 2009 U.S. Dist. LEXIS 18518 (N.D. Ill. 2009)
- *American Family Mutual Ins. Co. V. CMA Mortgage, Inc.*, 2008 U.S. Dist. LEXIS 30233 (S.D. Ind. 2008)
- *Herkert v. MRC Receivables Corp.*, 254 F.R.D. 344 (N.D. Ill. 2008)
- *Walker v. Calusa Investments, LLC*, 244 F.R.D. 502 (S.D. Ind. 2007)
- *Frydman v. Portfolio Recovery Associates, LLC*, 2011 U.S. Dist. LEXIS 69502 (N.D. Ill. 2011)
- *Webb v. Midland Credit Mgmt.*, 2012 U.S. Dist. LEXIS 80006 (N.D. Ill. May 31,

2012)

- *Tabiti v. LVNV Funding, LLC*, 2017 U.S. Dist. LEXIS 5932 (N.D. Ill. Jan. 17, 2017), reconsideration denied, 2017 U.S. Dist. LEXIS 238583 (N.D. Ill., May 16, 2017)
- *Wheeler v. Midland Funding LLC*, 2020 U.S. Dist. LEXIS 52409 (N.D. Ill. July 31, 2017),
- *Magee v. Portfolio Recovery Assocs.*, 2016 U.S. Dist. LEXIS 61389 (N.D. Ill. May 9, 2016), reconsideration denied, 2016 U.S. Dist. LEXIS 123573 (N.D. Ill. Sept. 13, 2016)

## BRITTANY RESCH

Brittany Resch is a partner at Strauss Borrelli PLLC. Ms. Resch's practice focuses on complex class action litigation, including data breach, privacy, Telephone Consumer Protection Act ("TCPA"), false advertising, and consumer protection cases in both state and federal courts around the country. Since 2022, Ms. Resch has served as an adjunct professor at the University of Minnesota Law School teaching a seminar on e-Discovery.

Ms. Resch received her J.D. from the University of Minnesota Law School in 2015, after which she clerked for the Honorable Richard H. Kyle, Senior United States District Judge for the District of Minnesota. Prior to joining Strauss Borrelli PLLC, Ms. Resch was an associate at Gustafson Gluek, where she prosecuted complex antitrust, consumer protection, and civil rights class actions in federal and state courts. Ms. Resch was named one of the Attorneys of the Year in 2019 by Minnesota Lawyer for her work representing a pro se litigant in federal court through the Pro Se Project. Ms. Resch was also named a Rising Star in 2020 and 2021 and a 2021 Up & Coming Attorney by Minnesota Lawyer.

Ms. Resch has been an active member in the Federal Bar Association for a decade, holding various leadership and committee positions. Ms. Resch also assists in the representation of pro se litigants through the District of Minnesota Federal Bar Association's Pro Se Project. Ms. Resch is also an active member of Minnesota Women Lawyers. Ms. Resch has also been certified as a North Star Lawyer by the Minnesota State Bar Association for providing a minimum of 50 hours of pro bono legal services (2023, 2021, 2020, 2019).

Ms. Resch is a member of the Minnesota State Bar Association and has been admitted to practice in the United States District Court for the District of Minnesota and the United States District Court for the Northern District of Illinois.

Ms. Resch recently has significant experience in data privacy litigation and is currently litigating more than fifty data breach cases in courts around the country as counsel on behalf of millions of data breach victims, including *McKittrick v. Allwell Behavioral Health Services*, Case No. CH-2022-0174 (Muskingum County, Ohio) (appointed class counsel for settlement purposes); *Hall v. Centerspace, LP*, Case No. 22-cv-2028 (D. Minn.); *Morrison v. Entrust Corp., et al.*, Case No. 23-cv-415 (D. Minn.); *Batchelor v. MacMillan, et al.*, Case No. 157072/2023 (New York County, NY); *Tribbia, et al., v. Hanchett Paper Company*, Case No. 2022 CH 3677 (Cook County, IL); *Benedetto v. Southeastern Pennsylvania Transportation*

*Authority*, No. 210201425 (C.C.P. Phila.); *Corra, et al. v. ACTS Retirement Services, Inc.*, No. 2:22-cv-02917 (E.D. Pa.); *Lamie, et al. v. LendingTree, LLC*, No. 3:22-cv-00307 (W.D.N.C); and *In re Lincare Holdings Inc. Data Breach Litigation*, No. 8:22-cv-01472 (M.D. Fl.). Additionally, in recent years, Ms. Resch has been substantially involved in a number of complex class action matters in state and federal courts including:

- *Emmrich v. General Motors LLC*, No. 21-cv-05990 (N.D. Ill.)
- *Spindler v. General Motors LLC*, No. 21-cv-09311 (N.D. Cal.)
- *DeBose v. Dun & Bradstreet Holdings, Inc.*, No. 2:22-cv-00209 (D.N.J.)
- *Gbeintor, et al. v. DemandBase, Inc., et al.*, No. 3:21-cv-09470 (N.D. Cal.)
- *Kellman, et al. v. Spokeo, Inc.*, No. 3:21-cv-08976 (N.D. Cal.)
- *Kis v. Cognism Inc.*, No. 4:22-cv-05322 (N.D. Cal.)
- *Benanav, et al. v. Healthy Paws Pet Insurance, LLC*, No. 2:20-cv-00421-RSM (W.D. Wash.)
- *Martinez v. ZoomInfo Technologies Inc.*, No. 21-cv-05725 (W.D. Wash.)
- *Abraham, et al. v. PeopleConnect, Inc.*, No. 3:20-cv-09203 (N.D. Cal.)
- *Boshears v. PeopleConnect, Inc.*, No. 21-cv-01222 (W.D. Wash.)
- *Mackey v. PeopleConnect, Inc.*, No. 1:22-cv-00342 (N.D. Ill.)
- *Sessa v. Ancestry.com Operations Inc., et al.*, No. 2:20-cv-02292 (D. Nev.)
- *Braundmeier v. Ancestry.com Operations, Inc.*, No. 1:20-cv-07390 (N.D. Ill.)
- *Spindler v. Seamless Contacts Inc.*, No. 4:22-cv-00787 (N.D. Cal.)
- *Uhhariet v. MyLife.com, Inc.*, No. 21-cv-08229 (N.D. Cal.)
- *Patterson v. Respondus University, et al.*, No. 1:20-cv-07692 (N.D. Ill.)
- *Bridges v. Respondus University, et al.*, No. 1:21-cv-01785 (N.D. Ill.)
- *In re Broiler Chicken Antitrust Litigation*, No. 16-cv-08637 (N.D. Ill.)
- *In re Pork Antitrust Litigation*, No. 21-md-02998 (D. Minn.)
- *Hudock v. LG Electronics USA, Inc.*, No. 16-cv-1220 (JRT/KMM) (D. Minn.)
- *In re Asacol Antitrust Litigation*, No. 15-cv-12730 (D. Mass.)

## ALEX S. PHILLIPS

Alex Phillips is a partner at Strauss Borrelli PLLC. Mr. Phillips concentrates his practice in complex class action litigation and commercial litigation. He has represented both plaintiffs and defendants in high stakes litigation. Mr. Phillips has successfully obtained trial verdicts on behalf of his clients as well as negotiated numerous high-value settlements.

Mr. Phillips received his J.D. from the University of Wisconsin School of Law in 2017 and has been an active member of the Wisconsin State Bar as well as the Dane, Jefferson, and Dodge County Bar Associations.

In recent years, Mr. Phillips has been involved in a number of complex class action matters in state and federal courts including:

- *Benedetto v. Southeastern Pennsylvania Transportation Authority*, No. 210201425 (C.C.P. Phila.)
- *Grogan v. McGrath RentCorp*, No. 3:22-cv-00490 (N.D. Cal.)
- *Koeller, et al. v. Numrich Gun Parts Corporation*, No. 1:22-cv-00675 (S.D.N.Y.)
- *Mayhood v. Wilkins Recreational Vehicles, Inc.*, No. E2022-0701 (N.Y. Sup. Ct., Steuben Cty.)
- *Perkins v. WelldyneRx, LLC*, No. 8:22-cv-02051 (M.D. Fla.)
- *Batis v. Dun & Bradstreet Holdings, Inc.*, No. 3:22-cv-09124 (N.D. Cal.)
- *Sessa v. Ancestry.com Operations Inc., et al.*, No. 2:20-cv-02292 (D. Nev.)
- *Ambramson v. First American Home Warranty Corporation*, No. 2:22-cv-01003 (W.D. Pa.)
- *DeVivo v. Sovereign Lending Group Incorporated*, No. 3:22-cv-05254 (W.D. Wash.)
- *Murray, et al. v. Grocery Delivery E-Services USA Inc. d/b/a Hello Fresh*, No. 1:19-cv-12608 (D. Mass.)
- *Spindler v. General Motors LLC*, No. 21-cv-09311 (N.D. Cal.)
- *Kellman v. Spokeo, Inc.*, No. 21-cv-08976 (N.D. Cal.)
- *Reetz v. Advocate Aurora Health, Inc.*, No. 20CV2361 (Wis. Cir. Ct., Branch 22, Milwaukee Cty.)
- *Goetz v. Benefit Recovery Specialists, Inc.*, No. 2020CV000550 (Wis. Cir. Ct., Walworth Cty.)
- *Hudock v. LG Electronics USA, Inc.*, No. 16-cv-1220 (D. Minn.)
- *Dickson v. Direct Energy, LP, et al.*, No. 18-cv-00182 (N.D. Ohio)
- *Benanav. v. Healthy Paws Pet Insurance, LLC*, No. 20-cv-00421 (W.D. Wash.)
- *Klaehn, et al. v. Cali Bamboo, LLC, et al.*, No. 19-cv-01498 (S.D. Cal.)

## CARLY ROMAN

Carly Roman is an attorney at Strauss Borrelli PLLC. Ms. Roman's practice focuses on complex class action litigation, including consumer protection, data breach, privacy, and Telephone Consumer Protection Act ("TCPA") cases in state and federal courts. Additionally, Ms. Roman has substantial experience advocating for consumers under California's Unfair Competition Law, the Consumers Legal Remedies Act, and the Song-Beverly Warranty Act.

Ms. Roman received her J.D. from the University of New Hampshire School of Law with High Honors. Prior to joining Strauss Borrelli, Ms. Roman honed her skills at a prominent consumer protection firm in California as well as in Chicago at one of the leading firms specializing in class actions and consumer rights. There, Ms. Roman litigated a variety of state and federal claims, including claims brought under the Fair Credit Reporting Act (FCRA), Magnuson-Moss Warranty Act, Telephone Consumer Protection Act (TCPA), and Truth in Lending Act (TILA), as well as the Illinois Consumer Fraud and Deceptive Practices Act (ICFA).

Ms. Roman is a member of the Illinois State Bar Association and The State Bar of California. Recently, Ms. Roman was appointed interim co-lead class counsel in *Orrantia, et al. v. S.V.D.P. Management, Inc.*, No. 25CU048774C (Cal. Sup. Ct., San Diego Cty.). Her recent experience also involves substantial responsibility in a number of complex class action matters in state and federal courts including:

- *Doe v. SSK Plastic Surgery*, 30-2025-01467755 (Cal. Sup. Ct., Orange Cty.)
- *Doe v. Jaime S. Schwartz MD PC*, 25STCV07155 (Cal. Sup. Ct., Los Angeles Cty.), removed, No. 2:25-cv-03393 (C.D. Cal.)
- *Cole v. Solairus Aviation LLC*, No. 3:25-cv-03035 (N.D. Cal.)
- *Dean, et al., v. New York Blood Center, Inc., et al.* No. 25-cv-01051 (S.D.N.Y.)
- *In re: DISA Global Data Breach Litigation*, No. 4:25-cv-00821 (S.D. Tex.)
- *Kelly v. Insomniac Games*, No. 24-CIV-05793 (Cal. Sup. Ct., San Mateo Cty.)
- *Palanti v. Lawble Inc., et al.*, No. 2023CH02120 (Ill. Cir. Ct., Cook Cty.), removed, No. 1:23-cv-02365 (N.D. Ill.)
- *Tamburo v. Hyundai Motor America (Corporation), et al.*, No. 1:23-cv-282 (N.D. Ill.)
- *Mirabile v. Bank of America, N.A.*, No. 1:23-cv-01719 (N.D. Ill.)
- *Fleury v. General Motors, LLC*, No. 1:22-cv-03862 (N.D. Ill.)
- *Rocio v. Mod Super Fast Pizza, LLC*, No. 1:21-cv-00507 (N.D. Ill.)
- *Abruscato, et al. v. Wells Fargo, et al.*, No. 1:21-cv-00012 (N.D. Ill.)
- *Avery v. Cvi Sgp-Co Acquisition Trust, et al.*, No. 1:20-cv-06965 (N.D. Ill.)

## ANDREW G. GUNEM

Andrew Gunem is an attorney at Strauss Borrelli PLLC. He focuses on complex class action litigation—including consumer protection, data breach, privacy, and Telephone Consumer Protection Act (“TCPA”)—in federal and state courts across the country.

Mr. Gunem graduated *cum laude* from the University of Wisconsin Law School—where he was a Managing Editor of the Wisconsin Law Review, earned a full-tuition “Law-in-Action” scholarship, and was awarded “Best Performance” in Complex Litigation. He received his bachelor's degree from the University of California, Berkeley. Mr. Gunem has written articles about developing areas of law—which have been published by Law360.com (as “Expert Analysis”) and by the Litigation Section of the State Bar of Wisconsin.

Mr. Gunem is admitted to practice in California and Wisconsin. He is also admitted to the United States District Courts for the Northern District of California, Eastern District of California, Central District of California, Southern District of California, Eastern District of Wisconsin, Western District of Wisconsin, and the District of Colorado.

Recently, Mr. Gunem was appointed co-lead class counsel in *Gregerson v. Toshiba America Business Solutions, Inc.*, No. 8:24-cv-01201-FWS-ADS (C.D. Cal. April 17, 2025). His recent experience also includes substantial responsibility in the following cases:

- *Anderson v. STS Aviation Group, LLC*, No. 2:24-cv-14201-SMM (S.D. Fla.)
- *Dribben, et al., v. Homefix Custom Remodeling Corp.*, No. 1:22-cv-01143-SAG (D. Md.)
- *Koeller v. Diamanti, Inc.*, No. 22SL-CC04040 (Mo. Cir. Ct., St. Louis Cty.)
- *Pan v. Atlas Real Estate Group, LLC*, No. 1:23-cv-00910-DDD-KAS (D. Colo.)
- *Harvey v. National Amusements Inc.*, No. 1:24-cv-10027-GAO (D. Mass.)
- *Stern v. Academy Mortgage Corporation*, No. 2:24-cv-00015-DBB-DAO (D. Utah)
- *Ansar v. The Gill Corporation*, No. 2:24-cv-08875-MEMF-PD (C.D. Cal.)
- *Jimenez v. OE Federal Credit Union*, No. 4:24-cv-02746-JST (N.D. Cal.)
- *Viviali v. One Point HR Solutions, LLC*, No. 2:24-cv-00185-DCR (E.D. Ky.)
- *Parihar v. MIPS Holding, Inc.*, No. 24CV448267 (Cal. Sup. Ct., Santa Clara Cty.)

- *Davenport v. LA Financial Federal Credit Union*, No. 24STCV24021 (Cal. Sup. Ct., Los Angeles Cty.)
- *Leavitt v. International Brotherhood of Electrical Workers Local No. 1*, No. 4:24-cv-01148-HEA (E.D. Mo.)
- *Hasanat v. Mana Products Inc.*, No. 710156/2024 (Queens County, New York)
- *Bolanos v. Crossroads Equipment Lease & Finance, LLC*, No. 5:24-cv-00552-JGB-SP (C.D. Cal.)
- *Doe v. Conceptions Reproductive Associates, Inc.*, No. 1:25-cv-00009-NYW-CYC (D. Colo.)
- *Hulewat v. Medical Management Resource Group LLC, et al.*, No. 2:24-cv-00377-DJH (D. Ariz.)
- *Currie v. Joy Cone Co.*, No. 2:23-cv-00764-CCW (W.D. Pa.)
- *In re: Mondelēz Data Breach Litigation*, No. 1:23-cv-03999 (N.D. Ill.)
- *Byrd v. True World Holdings, LLC*, No. 2:24-cv-10927-JKA-JSA (D.N.J.)
- *Hollis v. eXp Realty, LLC, et al.*, No. 2:25-cv-00822-JLR (W.D. Wash.)