UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

IN RE: AT&T INC. CUSTOMER DATA SECURITY BREACH LITIGATION	Case No. 3:24-cv-00757-E
This Document Relates to All Cases	MDL DOCKET NO. 3:24-md-03114-E

PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT WITH INCORPORATED MEMORANDUM OF LAW

TABLE OF CONTENTS

I. INTRODUCTION 1
II. FACTUAL AND PROCEDURAL BACKGROUND 3
A. The Data Incidents 3
1. AT&T 1 Data Incident 3
2. AT&T 2 Data Incident 4
B. Settlement Negotiations and Consolidation 5
III. MATERIAL TERMS OF THE SETTLEMENT 7
A. The Settlement Classes 7
B. The Settlement Funds and Escrow Accounts 8
C. Settlement Class Member Benefits 9
1. Documented Loss Cash Payment 10
2. Tiered Cash Payments 11
a. Tier 1 Cash Payment 12
b. Tier 2 Cash Payment 12
c. Tier 3 Cash Payment 12
3. Pro Rata Distribution of Cash Payments 13
4. Security Enhancements 14
D. Notice to the Settlement Classes 14
E. Claim Process 16
F. Disposition of Residual Funds 17
G. Settlement Administrator 17
H. Opt-out and Objection Procedures 18
I. Release of Claims 20
J. Attorneys' Fees, Costs, and Service Awards 20
IV. THE SETTLEMENT SHOULD BE PRELIMINARILY APPROVED 21
A. Legal Standards For Preliminary Approval 22

B. The Settlement Warrants Preliminary Approval 25

1. Plaintiffs and Counsel have Adequately Represented the Class. (Fed. R. Civ. P. 23(e)(2)(A)) 25

2. The Settlement Was Negotiated at Arm's Length and Without Fraud or Collusion (Fed. R. Civ. P. 23(e)(2)(B)) 26

3. The Relief Provided to the Settlement Classes is Fair, Reasonable, and Adequate (Fed. R. Civ. P. 23(e)(2)(C)) 27

a. The Settlement Accounts for the Risks, Costs, and Delay of Trial and Appeal (Fed. R. Civ. P. 23(e)(2)(C)(i)) 29

b. Method of Processing Claims and Distributing Relief is Effective (Fed. R. Civ. P. 23(e)(2)(C)(ii)) 32

c. The Proposed Attorney's Fees and Timing of Payment Are Reasonable (Fed. R. Civ. P. 23(e)(2)(C)(iii)) 33

d. No Other Agreements Made in Connection with the Proposal (Fed. R. Civ. P. 23(e)(2)(C)(iv)) 33

4. The Settlement Treats Settlement Class Members Equitably (Fed. R. Civ. P. 23(e)(2)(D)) 34

5. The Remaining Reed Factors Also Support Preliminary Approval 35

V. THE SETTLEMENT CLASSES SHOULD BE PROVISIONALLY CERTIFIED 36

A. The Rule 23(a) Requirements Are Satisfied 37

1. Numerosity 37

2. Commonality 38

3. Typicality 39

4. Adequacy of Representation 40

B. The Rule 23(b)(3) Requirements are Satisfied 41

1. Predominance 41

2. Superiority 42

VI. THE COURT SHOULD APPOINT THE CLASS REPRESENTATIVES, CLASS COUNSEL, AND SETTLEMENT ADMINISTRATOR 43

VII. THE COURT SHOULD APPROVE THE NOTICE PROGRAM, NOTICES, CLAIM PROCESS, AND CLAIM FORMS 44

VIII. ALL STATE COURT ACTIONS AND ARBITRATIONS RELATED TO THE DATA INCIDENTS SHOULD BE ENJOINED AND STAYED.....48

IX. PROPOSED SCHEDULE AND POST-SETTLEMENT EVENTS 51

X. CONCLUSION.....52

CERTIFICATE OF CONFERENCE 54

CERTIFICATE OF WORD COUNT 54

CERTIFICATE OF SERVICE.....54

TABLE OF CITATIONS

Cases **Page(s)**

Amchem Prods., Inc. v. Windsor,
521 U.S. 591 (1997) 36, 42, 43

Amgen, Inc. v. Conn. Ret. Plans & Tr. Funds,
568 U.S. 455 (2013) 42

Atlantic Coast Line R.R. Co. v. Brotherhood of Locomotive Eng'rs,
398 U.S. 281 (1970) 49, 51

Carson v. Am. Brands, Inc.,
450 U.S. 79 (1981) 32

Casey v. Doctor's Best, Inc.,
No. 8:20-cv-01325-JLS-JDE, 2022 WL 1726080 (C.D. Cal. Feb. 28, 2022) 44

Cotton v. Hinton,
559 F.2d 1326 (5th Cir. 1977) 21, 35

DeHoyos v. Allstate Corp.,
240 F.R.D. 269 (W.D. Tex. Feb. 21, 2007) 22

Eisen v. Carlisle & Jacquelin,
417 U.S. 156 (1974) 45

Erica P. John Fund, Inc. v. Halliburton Co.,
No. 02-CV-1152-M, 2018 WL 1942227 (N.D. Tex. Apr. 25, 2018) 22, 33

Feder v. Elec. Data. Sys. Corp.,
429 F.3d 125 (5th Cir. 2005) 25, 40

Frey v. First Nat'l Bank Sw.,
602 F. App'x 164 (5th Cir. 2015) 39

In re Anthem, Inc. Data Breach Litig.,
327 F.R.D. 299 (N.D. Cal. 2018) 28, 29, 33, 35

In re Blackbaud, Inc., Customer Data Breach Litig.,
No. 3:20-mn-02972-JFA, 2024 WL 2155221 (D.S.C. May 14, 2024) 30

In re Cap. One Consumer Data Sec. Breach Litig.,
MDL No. 1:19-md-2915 (AJT/JFA), 2022 WL 18107626
(E.D. Va. Sept. 13, 2022) 28

In re Chicken Antitrust Litig. Am. Poultry,
669 F.2d 228 (5th Cir.1982) 22, 35

In re Chinese-Manufactured Drywall Prods. Liab. Litig.,
424 F. Supp. 3d 456 (E.D. La. 2020) 24

In re Corrugated Container Antitrust Litig.,
643 F.2d 195 (5th Cir. 1981) 35

In re Deepwater Horizon,
739 F.3d 790 (5th Cir. 2014) 24, 38, 43

In re Diet Drugs,
282 F.3d 220 (3d Cir. 2002) 49, 50, 51

In re Equifax Inc. Customer Data Sec. Breach Litig.,
289 F. Supp. 3d 1322 (J.P.M.L. 2017) 43

In re Equifax Inc. Customer Data Sec. Breach Litig.,
999 F.3d 1247 (11th Cir. 2021) 28, 33, 34

In re Heartland Payment Sys., Inc. Customer Data Sec. Breach Litig.,
851 F. Supp. 2d 1040 (S.D. Tex. 2012) ..... Passim

In re High Sulfur Content Gasoline Prods. Liab. Litig.,
517 F.3d 220 (5th Cir. 2008) 33

In re Oil Spill by Oil Rig Deepwater Horizon,
910 F. Supp. 2d 891 (E.D. La. 2012) 22, 35

In re Pool Prods. Distrib. Mkt. Antitrust Litig.,
310 F.R.D. 300 (E.D. La. 2015) 25, 42, 44

In re Sonic Corp. Customer Data Sec. Breach Litig.,
No. 1:17- md-2807, 2019 WL 3773737 (N.D. Ohio Aug. 12, 2019) 31

In re Target Corp. Customer Data Sec. Breach Litig.,
309 F.R.D. 482 (D. Minn. 2015) 37

In re Target Corp. Customer Data Sec. Breach Litig.,
No. 14-2522, 2017 WL 2178306 (D. Minn. May 17, 2017) 35

In re Target Corp. Customer Data Sec. Breach Litig.,
MDL No. 14-2522 (PAM/JJK), 2015 WL 7253765 (D. Minn. Nov. 17, 2015)
rev'd and remanded for further analysis, 847 F.3d 608 (8th Cir. 2017) 31, 46

In re The Home Depot, Inc. Customer Data Sec. Breach Litig.,
No. 1:14-md-02583-TWT, 2016 WL 6902351 (N.D. Ga. Aug. 23, 2016) 28

In re T-Mobile Customer Data Sec. Breach Litig.,
No. 4:21-MD-03019-BCW, 2023 WL 11878508 (W.D. Mo. June 29, 2023) 28

In re U.S. Office of Pers. Mgmt. Data Sec. Breach Litig.,
928 F.3d 42 (D.C. Cir. 2019) 30

In re Yahoo! Inc. Customer Data Breach Litig.,
No. 16-MD-02752-LHK, 2020 WL 4212811
(N.D. Cal. July 22, 2020) 28, 29, 46

Jenkins v. Raymark Indus., Inc.,
782 F.2d 468 (5th Cir. 1986) 41

Jenkins v. Trustmark Nat'l Bank,
300 F.R.D. 291 (S.D. Miss. 2014) 22

Klein v. O'Neal, Inc.,
705 F. Supp. 2d 632 (N.D. Tex. 2010) 27, 32, 33

Kostka v. Dickey's Barbecue Rests., Inc.,
No. 3:20-cv-03424-K, 2022 WL 16821685 (N.D. Tex. Oct. 14, 2022)
report and recommendation adopted, 2022 WL 16821665
(N.D. Tex. Nov. 8, 2022) 26, 37, 40

Kostka v. Dickey's Barbecue Rests.,
No. 3:20-CV-03424-K, 2023 WL 3914266 (N.D. Tex. June 6, 2023) 33

Logan v. Marker Grp., Inc.,
No. 4:22-CV-00174, 2024 WL 3489208 (S.D. Tex. July 18, 2024) 30

Lujan v. Defenders of Wildlife,
504 U.S. 555 (1992) 40

McMorris v. Carlos Lopez & Assocs., LLC,
995 F.3d 295 (2d Cir. 2021) 30

Mullane v. Cent. Hanover Bank & Tr. Co.,
339 U.S. 306 (1950) 45

Mullen v. Treasure Chest Casino, LLC,
186 F.3d 620 (5th Cir. 1999) 37, 39

ODonnell v. Harris Cnty.,
No. H-16-1414, 2019 WL 6219933 (S.D. Tex. Nov. 21, 2019) 24

ODonnell v. Harris Cnty.,
No. H-16-1414, 2019 WL 4224040 (S.D. Tex. Sept. 5, 2019) 21, 26

Parker v. Anderson,
667 F.2d 1204 (5th Cir. 1982) 21

Plante v. StoryBuilt, LLC,
No. 1:23-CV-01021-DAE, 2025 WL 751442 (W.D. Tex. Jan. 7, 2025)
adopting report and recommendation, 2025 WL 521838
(W.D. Tex. Feb. 18, 2025) 45, 46

Reed v. Gen. Motors Corp.,
703 F.2d 170 (5th Cir. 1983) 24

Stirman v. Exxon Corp.,
280 F.3d 554 (5th Cir. 2002) 39

Torres v. S.G.E. Mgmt., L.L.C.,
838 F.3d 629 (5th Cir. 2016) 42

TransUnion LLC v. Ramirez,
594 U.S. 413 (2021) 30

Union Asset Mgmt. Holding A.G. v. Dell, Inc.,
669 F.3d 632 (5th Cir. 2012) 23

United States v. Allegheny-Ludlum Indus., Inc.,
517 F.2d 826 (5th Cir. 1975) 21

Vaughn v. Am. Honda Motor Co.,
627 F. Supp. 2d 738 (E.D. Tex. 2007) 27

Wal-Mart Stores v. Dukes,
564 U.S. 338 (2011) 38

Welsh v. Navy Fed. Credit Union,
No. 5:16-CV-1062-DAE, 2018 WL 7283639 (S.D. Tex. Aug. 20, 2018) 37

Rules

Fed. R. Civ. P. 5(b) 55

Fed. R. Civ. P. 23(a) 1, 3, 36, 37, 43

Fed. R. Civ. P. 23(a)(1) 37

Fed. R. Civ. P. 23(a)(2) 38

Fed. R. Civ. P. 23(a)(3) 39, 40

Fed. R. Civ. P. 23(a)(4) 40, 43

Fed. R. Civ. P. 23(b)(3) ..... *Passim*

Fed. R. Civ. P. 23(c)(2)(B) 45

Fed. R. Civ. P. 23(e) 22, 23, 24

Fed. R. Civ. P. 23(e)(1)(b) 45

Fed. R. Civ. P. 23(e)(2) 24, 25

Fed. R. Civ. P. 23(e)(3) 33

Fed. R. Civ. P. 23(e)(2)(A) 3, 25, 26

Fed. R. Civ. P. 23(e)(2)(B) 3, 26, 27

Fed. R. Civ. P. 23(e)(2)(C) 3, 27

Fed. R. Civ. P. 23(e)(2)(C)(i) 3, 30

Fed. R. Civ. P. 23(e)(2)(C)(ii) 3, 32

Fed. R. Civ. P. 23(e)(2)(C)(iii) 3, 33

Fed. R. Civ. P. 23(e)(2)(C)(iv) 3, 33

Fed. R. Civ. P. 23(e)(2)(D) 3, 34

Fed. R. Civ. P. 23(g)(l)(A)-(B) 43

Statutes

28 U.S.C. § 1651 48

28 U.S.C. § 1651(a) 48

28 U.S.C. § 2283 ..... 48, 49

Other Authorities

Manual for Complex Litigation, § 21.632 (4th ed. 2004) 23

4 William B. Rubenstein & Herbert B. Newberg, *Newberg and Rubenstein on Class Actions* § 13.1 (6th ed.) 23

4 William B. Rubenstein & Herbert B. Newberg, *Newberg and Rubenstein on Class Actions* §§ 15.9-.15 (6th ed.) 33

Plaintiffs,[1] individually, and on behalf of the Settlement Class, pursuant to Fed. R. Civ. P. 23(a), (b)(3), and (e), submit this Unopposed Motion for Preliminary Approval of Class Action Settlement, which is supported by the Joint Declaration of AT&T 1 Class Counsel ("AT&T 1 Joint Decl."), Joint Declaration of AT&T 2 Class Counsel ("AT&T 2 Joint Decl."), and Declaration of Jeanne Finegan of Kroll Settlement Administration ("Admin Decl.") attached as ***Exhibits B-D***, respectively.

I. INTRODUCTION

AT&T is in the business of providing wireless communication services, including voice, data, and messaging to consumers in the United States. AT&T 1 Joint Decl. ¶ 3; AT&T 2 Joint Decl. ¶ 2. AT&T's customers provide AT&T with personal and sometimes sensitive private information. *Id*. In two separate Data Incidents, cybercriminals accessed AT&T's network and unlawfully accessed information belonging to tens of millions of AT&T's customers. AT&T 2 Joint Decl. ¶ 3.

Following the Data Incidents, lawsuits were filed by individuals and MDLs were created in this Court and the District of Montana to oversee all pretrial proceedings for litigation related to each incident. AT&T 1 Joint Decl. ¶ 5, 13; AT&T 2 Joint Decl. ¶ 4. To avoid the risk and expense of protracted litigation, the Parties

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

decided to conserve their resources for the benefit of the Settlement Classes and to focus their efforts on early resolution. AT&T 2 Joint Decl. ¶ 5. After extensive investigation and arm's-length negotiations—including a formal mediation before an experienced class action data breach mediator—the Parties reached a fair, reasonable, and adequate class-wide Settlement that provides exceptional relief for the Settlement Classes. *Id*. The Settlement creates two non-reversionary all cash Settlement Funds totaling $177,000,000 ($149,000,000 for the benefit of the AT&T 1 Settlement Class and $28,000,000 for the benefit of the AT&T 2 Settlement Class) that will be used to pay Cash Payments to Settlement Class Members; all Settlement Administration Costs; and any Court-awarded attorneys' fees, costs, and Service Awards. Agreement ¶¶ 39, 52.

The Court should find the Settlement is within the range of reasonableness necessary to grant Preliminary Approval and enter an order: (1) granting Preliminary Approval; (2) provisionally certifying the Settlement Class for settlement purposes; (3) appointing Plaintiffs as Class Representatives; (4) appointing Mark Lanier, Chris Seeger, Shauna Itri, Jean Martin, James Cecchi, and Sean Modjaard as AT&T 1 Class Counsel and J. Devlan Geddes, Raph Graybill, John Heenan, Jeff Ostrow, and Jason S. Rathod as AT&T 2 Class Counsel; (5) appointing Kroll Settlement Administration LLC as the Settlement Administrator; (6) approving the Notices and the Notice Program; (7) approving the Claim Forms and the Claim Process; (8)

establishing the opt-out and objection procedures and deadlines; (9) scheduling a Final Approval Hearing at which time the Court will consider whether to grant Final Approval of the Settlement and the Applications for Attorneys' Fees, Costs, and Service Awards; and (10) enjoining and staying the filing and prosecution of all state court and arbitration proceedings related to the Data Incidents.

II. FACTUAL AND PROCEDURAL BACKGROUND

A. The Data Incidents

1. AT&T 1 Data Incident

On March 30, 2024, AT&T announced that AT&T-specific fields were contained in a data set released on the dark web. AT&T 1 Joint Decl. ¶ 4. Specifically, that information included some customer names, addresses, telephone numbers, Social Security numbers, and/or dates of birth. *Id*. Following AT&T's announcement of the AT&T 1 Data Incident, numerous lawsuits were filed against AT&T in state and federal courts nationwide. *Id*. ¶ 5. In June 2024, the JPML consolidated these lawsuits in an MDL before Judge Ada E. Brown in the Northern District of Texas. (ECF No. 79).

On August 14, 2024, the Court appointed Lead Counsel, a Plaintiff Executive Committee, and a Plaintiff Steering Committee for the AT&T 1 Action, authorizing them to conduct pretrial proceedings and settlement negotiations. (ECF No. 165). Counsel engaged experts to support their efforts, conducted a detailed investigation

of the factual and legal claims, and interviewed hundreds of consumers in preparation for filing their master consolidated complaint. AT&T 1 Joint Decl. ¶ 8-10.

2. AT&T 2 Data Incident

On July 12, 2024, AT&T announced a separate data incident that occurred in April 2024, where certain limited call log data had been illegally downloaded from an AT&T workspace on a third-party cloud platform hosted by Snowflake. AT&T 2 Joint Decl. ¶ 7. The data set included some combination of telephone numbers, counts of telephone calls, aggregate call durations for a day or month, and for a small subset of individuals one or more cellular site identification numbers associated with calls. *Id*. It did not include any content of calls or texts, customer names, Social Security numbers, dates of birth or other personal or financial information. *Id*. Following this announcement, lawsuits were filed against Snowflake and various Snowflake clients, including AT&T entities. *Id*. These lawsuits were consolidated in a hub-and-spoke MDL in the District of Montana before Judge Brian Morris on October 4, 2024. *Id*.

On November 19, 2024, Judge Morris appointed Plaintiffs' Leadership Counsel for the AT&T 2 Action, authorizing them to litigate pretrial proceedings and conduct settlement negotiations. (Snowflake ECF No. 255). AT&T 2 Plaintiffs' Leadership Counsel engaged experts, conducted a detailed investigation, and

interviewed hundreds of individuals in preparation for filing an amended complaint in the Montana District and the consolidated complaint here. AT&T 2 Joint Decl. ¶ 8.

B. Settlement Negotiations and Consolidation

In early December 2024, retired United States District Judge W. Royal Furgeson, Jr., the Special Master appointed to the AT&T 1 Action, asked AT&T 1 Class Counsel to consider exploring potential early resolution of the AT&T 1 Action. AT&T 1 Joint Decl. ¶ 14. Concurrently, AT&T's Counsel inquired whether AT&T 2 Class Counsel would also be interested in pursuing early resolution. AT&T 1 Joint Decl. ¶ 15; AT&T 2 Joint Decl. ¶ 9.

All Parties subsequently agreed to separately mediate their disputes before Robert Meyer, an experienced data breach and complex case mediator, at JAMS in Los Angeles. AT&T 1 Joint Decl. ¶ 16; AT&T 2 Joint Decl. ¶ 10. In advance of the mediation, the Parties met separately with the mediator and exchanged confidential information concerning the nature and scope of the respective Data Incidents, including the number of people and data elements potentially implicated. *Id*. The Parties exchanged detailed mediation briefs outlining their positions on liability, damages, class certification, and settlement-related issues. *Id*.

The Parties separately mediated their disputes with Mr. Meyer from March 17-19, 2025. *Id*. After three days of mediation and vigorous, hard-fought

negotiations, the Parties reached separate agreements in principle, subject to confirmatory discovery. *Id.* Thereafter, AT&T provided Class Counsel with confidential detailed information about the Data Incidents, AT&T's subsequent investigations into the incidents, the data elements involved, and the security enhancements implemented to help insulate AT&T from future incidents, and agreed to make someone with intimate familiarity with the facts and data concerning AT&T 1 and AT&T 2 claims for an interview. AT&T 1 Joint Decl. ¶ 19; AT&T 2 Joint Decl. ¶ 11.

For the next 10 weeks, the Parties negotiated the terms of the detailed Agreement, including the Notice Program and Claims Process. AT&T 1 Joint Decl. ¶ 20; AT&T 2 Joint Decl. ¶ 12. The Parties signed the Agreement on May 30, 2025. AT&T 2 Joint Decl. ¶ 13.

As part of these negotiations, the Parties decided it would conserve judicial resources and be in the best interest of the Settlement Classes to settle both actions together in this Court. AT&T 1 Joint Decl. ¶ 21; AT&T 2 Joint Decl. ¶ 14.On May 19, 2025, plaintiffs in the Snowflake MDL filed a second amended representative class complaint against several defendants, including AT&T. (Snowflake ECF No. 427). The amended complaint included only those claims and classes that are part of the Settlement. AT&T 2 Joint Decl. ¶ 15. It no longer included claims for non-AT&T customers due to AT&T 2 Class Counsel's belief that the claims are not viable. *Id.*

On May 30, 2025, plaintiffs and the AT&T defendants in the Snowflake MDL moved the Snowflake MDL Court to stay the action pending the approval of this Settlement in this Court. (Snowflake ECF No. 444).

On the same day, AT&T 1 Plaintiffs and AT&T 2 Plaintiffs filed the Complaint in this Action. Plaintiffs allege violations of the federal Communications Act, Satellite Home Viewer Extension and Reauthorization Act, and the Cable Television Consumer Protection Act. (ECF No. 281). Plaintiffs further allege common law negligence and breach of implied contract causes of action and seek declaratory and injunctive relief. *See* generally Complaint.

III. MATERIAL TERMS OF THE SETTLEMENT

A. The Settlement Classes - The Settlement creates two settlement classes: the AT&T 1 Settlement Class and the AT&T 2 Settlement Class.

The AT&T 1 Settlement Class is defined as:

> [A]ll living persons in the United States whose AT&T 1 Data Elements were included in the AT&T 1 Data Incident.

Agreement ¶ 37. Excluded from the AT&T 1 Settlement Class are (a) AT&T, any entity in which AT&T has a controlling interest, and AT&T's officers, directors, legal representatives, successors, subsidiaries, and assigns; (b) any judge, justice, or judicial officer presiding over this Action, and the members of their immediate families and judicial staff; (c) any persons who have Released Claims relating to the AT&T 1 Data Incident and/or the AT&T 1 Action prior to Final Approval; and (d)

any persons who timely opt out of the AT&T 1 Settlement Class. *Id*.

The AT&T 2 Settlement Class is defined as:

> AT&T Account Owners or Line or End Users whose AT&T 2 Data Elements were involved in the AT&T 2 Data Incident.

Id. ¶ 50. Excluded from the AT&T 2 Settlement Class are (a) AT&T, any entity in which AT&T has a controlling interest, and AT&T's officers, directors, legal representatives, successors, subsidiaries, and assigns; (b) any judge, justice, or judicial officer presiding over this Action, and the members of their immediate families and judicial staff; (c) any persons who have Released Claims relating to the AT&T 2 Data Incident and/or the AT&T 2 Action prior to Final Approval; and (d) any persons who timely opt-out of the AT&T 2 Settlement Class. *Id*.

B. The Settlement Funds and Escrow Accounts - The Settlement provides for two Settlements Funds. *Id.* ¶¶ 39, 52. The AT&T 1 Settlement Class Fund consists of a non-reversionary all cash $149,000,000 fund for the benefit of the AT&T 1 Settlement Class, and the AT&T 2 Settlement Class Fund consists of a non-reversionary all cash $28,000,000 fund for the benefit of the AT&T 2 Settlement Class. *Id*. The Settlement Funds will be used to pay the Settlement Class Member Benefits, Court-approved attorneys' fees, costs, and Service Awards, and the Settlement Administration Costs applicable to the action for which it was established. Agreement ¶ 123. In other words, all AT&T 1 Action related Settlement Class Member Benefits, attorneys' fees, costs, Service Awards, and Settlement

Administration Costs shall be payable out of the AT&T 1 Settlement Fund, and all AT&T 2 Action related Settlement Class Member Benefits, attorneys' fees, costs, Service Awards, and Settlement Administration Costs shall be payable out of the AT&T 2 Settlement Fund. AT&T 1 Joint Decl. ¶ 23; AT&T 2 Joint Decl. ¶ 16.

There will be two Escrow Accounts, one for each Settlement Fund. Agreement ¶¶ 33, 46. The Settlement Administrator will establish the Escrow Accounts and AT&T will fund or cause to be funded both accounts. *Id.* ¶¶ 118-119. Within 15 days of Preliminary Approval, AT&T shall fund or cause to be funded the amounts sufficient to cover the Settlement Administrator's estimated Settlement Administration Costs necessary to effectuate Notice and otherwise administer the respective actions. *Id*. ¶ 118. Within 15 days of the Effective Date, AT&T shall fund or cause to be funded the remaining amounts of the Settlement Funds in the AT&T 1 Settlement Fund and the AT&T 2 Settlement Fund, less the amounts paid following Preliminary Approval. *Id*. ¶ 119.

C. Settlement Class Member Benefits - All Settlement Class Members are entitled to a Cash Payment. *Id*. ¶ 127. Cash Payments are either a (1) a Documented Loss Cash Payment; or (2) a Tiered Cash Payment. *Id*. ¶¶ 127-134. Documented Loss Cash Payments are cash payments for out-of-pocket losses related to Data Incidents. *Id*. ¶¶ 128-131. Detail on the type of documentation required to support a Claim for Documented Loss Cash Payments is in paragraph 131 of the

Agreement, and in the Long Form Notice and on the Claim Forms. *Id*., Exhibits 6-9. Tiered Cash Payments are *pro rata* cash payments from the Net Settlement Funds, in which the Tier (1, 2, or 3), and the corresponding amount of the cash payment, are related to the type of information the Settlement Class Member had impacted in the Data Incidents. Agreement ¶¶ 127, 132-134. Some Settlement Class Members are entitled to submit a Claim for a Documented Loss Cash Payment only, while others are eligible to choose either a Documented Loss Cash Payment or a Tiered Cash Payment. *See* generally § V. Some Settlement Class Members are Overlap Settlement Class Members, meaning their information was impacted in both Data Incidents. *Id*. ¶ 90. Those Settlement Class Members may submit Claims for Cash Payments from both the AT&T 1 Net Settlement Fund and the AT&T 2 Net Settlement Fund. *Id*. ¶ 130.

1. Documented Loss Cash Payment

AT&T 1 Settlement Class Members – All AT&T 1 Settlement Class Members are eligible to submit a Claim for a Documented Loss Cash Payment in the maximum amount of $5,000, upon presentment of documentation fairly traceable to the AT&T 1 Data Incident. *Id*. ¶ 128. The losses must have occurred from 2019 and after. *Id*. ¶ 68.

AT&T 2 Settlement Class Members – All AT&T 2 Settlement Class Members are eligible to submit a Claim for a Documented Loss Cash Payment in the maximum

amount of $2,500, upon presentment of documentation fairly traceable to the AT&T 2 Data Incident. *Id*. ¶ 129. Losses must have occurred from April 14, 2024, and after. *Id*. ¶ 68. AT&T 2 Account Owners may submit a Claim for themselves for up to $2,500, and if they have multiple AT&T lines on their account, they may submit additional Claims for up to $2,500 each on behalf of any Line User or End User that incurred documented losses that are fairly traceable to the AT&T 2 Data Incident. ¶ 129; AT&T 2 Joint Decl. ¶ 17. Line Users or End Users may also submit Claims on their own behalf. *Id*. However, an Account Owner and their End or Line User may not both submit a Claim related for documented losses in connection with the same line. AT&T 2 Joint Decl. ¶ 17. In the event that were to happen, the End User's or Line User's Claim will be superior to the Account Owner's Claim.

Overlap Settlement Class Members – Overlap Settlement Class Members may submit Claims for Documented Loss Cash Payments related to each of the Data Incidents, upon presentment of separate and distinct documentation fairly traceable to each Data Incidents. Agreement ¶ 130.

2. Tiered Cash Payments

As an alternative to a Documented Loss Cash Payment, AT&T 1 Settlement Class Members and AT&T 2 Account Owners are entitled to submit a Claim for a Tiered Cash Payment. *Id*. ¶ 127. Tiered Cash Payments are *pro rata* cash payments from the Net Settlement Funds. *Id*. ¶¶ 111, 113, 115. There are three tiers of

payments. *Id*. ¶¶ 130-132. The tiers are based upon the sensitivity of the information implicated in the Data Incident. *Id*. ¶¶ 112, 114, 116. Tiers 1 and 2 are for AT&T 1 Settlement Class Members. *Id*. ¶¶ 112, 114. Tier 3 is for AT&T 2 Account Owners. *Id*. ¶ 116. AT&T 1 Settlement Class Members and AT&T 2 Account Owners' Notices will include a unique identifier indicating their respective Tier Settlement Class. AT&T 2 Joint Decl. ¶ 18.

a. Tier 1 Cash Payment

A Tier 1 Settlement Class Member is an AT&T 1 Settlement Class Member whose Social Security number was implicated in the AT&T 1 Data Incident. Agreement 110. Tier 1 Cash Payments shall be a *pro rata* share of the AT&T 1 Net Settlement Fund that results in a Tier 1 Cash Payment being equal to five times the amount of a Tier 2 Cash Payment. *Id*. ¶ 132.

b. Tier 2 Cash Payment

A Tier 2 Settlement Class Member is an AT&T 1 Settlement Class Member who did not have their Social Security number implicated in the AT&T 1 Data Incident. *Id*. ¶ 112. Tier 2 Cash Payments shall be a *pro rata* share of the AT&T 1 Net Settlement Fund that results in a Tier 2 Cash Payment being equal to one-fifth the amount of a Tier 1 Cash Payment. *Id*. ¶ 133.

c. Tier 3 Cash Payment

All AT&T 2 Settlement Class Member Account Owners are Tier 3 Settlement

Class Members. *Id*. ¶ 116. Tier 3 Cash Payments will be equal for all AT&T 2 Settlement Class Member Account Owners and will be an equal *pro rata* share of the AT&T 2 Net Settlement Fund. *Id*. ¶¶ 115, 134.

3. Pro Rata Distribution of Cash Payments

All Cash Payments will be based on *pro rata* distributions of the applicable Net Settlement Funds. *Id*. ¶ 135. For purposes of calculating the *pro rata* increase or decrease for the AT&T 1 Documented Loss Cash Payment for Valid Claims, if the aggregate amount of all approved AT&T 1 Documented Loss Cash Payments exceeds $25,000,000, then the value of the Documented Loss Cash Payment to be paid to each AT&T 1 Settlement Class Member shall be reduced, on a *pro rata* basis, such that the aggregate value of all Documented Loss Cash Payments equals $25,000,000. *Id*. ¶ 136. All such determinations shall be performed by the Settlement Administrator.

The Settlement Administrator will first pay approved Claims for Documented Loss Payments related to the respective Actions out of each respective Net Settlement Fund. *Id*. ¶ 137. Thereafter, the amount of the Net Settlement Funds remaining after all Documented Loss Payments are applied (up to $25,000,000 for AT&T 1) shall be distributed by the Settlement Administrator on a *pro rata* basis. *Id*. AT&T 2 Settlement Class Members will receive a *pro rata* distribution from the AT&T 2 Net Settlement Fund. *Id*. AT&T 1 Settlement Class Members will receive

a *pro rata* distribution from the AT&T 1 Net Settlement Fun. AT&T 1 Tier 1 Settlement Class Members shall receive five times more than AT&T 1 Tier 2 Settlement Class Members out of the AT&T 1 Settlement Fund. *Id*.

4. Security Enhancements

AT&T has undertaken or will undertake specific, reasonable steps to further secure customer information. Within 30 days of Preliminary Approval, AT&T will provide Plaintiffs with a confidential written attestation outlining those steps. *Id*. ¶ 138.

D. Notice to the Settlement Classes

The Parties have agreed on a comprehensive Notice Program, which includes Email Notice, Reminder Email Notice, Postcard Notice, Publication Notice, Long Form Notice, a Settlement Website, and a Settlement telephone line for frequently asked questions. *Id.* § IX; *See generally* Admin Decl.

Within 10 days of Preliminary Approval, AT&T will provide the Settlement Administrator with the Class Lists containing, if available, Settlement Class Members' names, email addresses, and physical addresses, as well as a description of the Settlement Class Members' information implicated in the Data Incidents. Agreement ¶ 148. Within 45 days of receipt of the Class Lists, the Settlement Administrator will commence the Notice Program by activating the Settlement Website, initiating the Publication Notice, starting to send Email Notice to the

AT&T 1 Settlement Class and to the AT&T 2 Settlement Class Members who for which email addresses are maintained by Defendants. *Id.* § IX. Publication Notice shall be made for the purpose of creating awareness of the Settlement for all Settlement Class Members, including those for which the Defendants do not maintain email addresses or physical addresses. *Id.* ¶ 152; AT&T 2 Joint Decl. ¶ 19. The Settlement Administrator will send Postcard Notices to those AT&T 1 Settlement Class Members whose Email Notice either bounces back or is otherwise undeliverable. Agreement ¶ 151. Twenty days before the Opt-Out and Objection Deadline, a Reminder Email Notice will be sent to all Settlement Class Members who had not submitted a Claim or opt-ed-out by that date. *Id.* ¶ 150. The Long Form Notice shall also be posted on the Settlement Website and made available by mail upon request to the Settlement Administrator. *Id.* ¶ 77.

Settlement Class Members may review the Long Form Notice, key documents and dates, and obtain answers to frequently asked questions on the Settlement Website. *Id*. ¶ 109. By calling a toll-free telephone number, Settlement Class Members can also receive answers to frequently asked questions and request the Long Form Notice and Claim Form. *Id*. ¶ 145.e.

The Notices will inform the Settlement Classes of the Settlement's general terms, including a description of the Action, who is in the Settlement Classes, and what claims will be released. *Id.* ¶ 153 and Exhibits 1-6. All Notices shall include,

among other information: a description of the Settlement's material terms; how to submit a Claim Form; the Claim Form Deadline; the deadlines to opt-out of or object to the Settlement and/or Application/s for Attorneys' Fees, Costs and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. *Id.*

E. Claim Process

To receive a Cash Payment, Settlement Class Members must accurately and timely submit a Claim Form by the Claim Deadline. *Id.* § XII. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail sent to the Settlement Administrator at the address on the Claim Form. *Id.* ¶ 164. The Settlement Administrator will review all Claim Forms to determine their validity and eligibility. *Id.* ¶ 165. The Claim Process includes procedures for the Settlement Administrator to identify and reject duplicate Claims; to take any reasonable steps to prevent fraud and abuse; to send a Notice of Deficiency to a Settlement Class Member whose Claim Form was rejected for containing incomplete or inaccurate information, and/or omitting required information in the Claim Form, allowing for the submission of information to validate the Claim; and to reduce or reject a Claim. *Id.* ¶¶ 165-170. The Settlement Administrator will provide Settlement Class Members who submitted Valid Claims with their Settlement Class Member Benefits

no later than 60 days after the Effective Date. *Id*. ¶ 173. Cash Payments will be made electronically or by paper check. *Id*. ¶ 174. Account Owners who submit Claims on behalf of Line or End Users will receive payment for those Claims. Greater detail on the Claims Process is in Section IX of the Agreement.

F. Disposition of Residual Funds

The Settlement is designed to exhaust the Settlement Funds. *Id*. ¶ 182. In the event there are funds remaining in the Settlement Funds, including from uncashed checks, within 45 days following the 180-day check negotiation period, and further distribution to the Settlement Class Members is not economically feasible, the Parties will confer regarding the appropriate distribution to be presented to the Court for approval. *Id*. Under no circumstances shall any amount of the Settlement Funds revert back to Defendants. *Id*.

G. Settlement Administrator

The proposed Settlement Administrator, Kroll, is a well-respected third-party administrator that has significant experience with data breach settlements. AT&T 1 Joint Decl. ¶ 24; AT&T 2 Joint Decl. ¶ 20. The Settlement Administrator shall effectuate the Notice Program, handle the Claims Process, administer the Settlement Funds, and distribute the Settlement Class Member Benefits. *Id.* § VIII. Additional duties and responsibilities are specified in the Agreement. *Id*. Kroll estimates that Settlement Administration Costs will be $4,371,099 for the AT&T 1 Action and

$1,082,086 for the AT&T 2 Action. AT&T 2 Joint Decl. ¶ 20.

H. Opt-out and Objection Procedures

The Email Notice, Reminder Notice, Postcard Notice, and Publication Notice will direct Settlement Class Members to the Settlement Website to review the Long Form Notice for the opt-out and objection procedures. *Id*. ¶ 155. The opt-out and objection procedures are also in the Agreement and will be listed in the Court's Preliminary Approval Order, both of which will also be published on the Settlement Website. *Id.* §§ X-XI.

Consistent with the Settlement's opt-out procedures, Settlement Class Members who do not wish to participate in the Settlement may opt-out up until the Opt-Out Deadline, which is 45 days before the initial scheduled Final Approval Hearing date. *Id.* ¶ 156. During the Opt-Out Period, Settlement Class Members may mail their written opt-out requests to the Settlement Administrator and Class Counsel. *Id*. The request must include: (a) the Settlement Class Member's full legal name; (b) the Settlement Class Member's address, all AT&T telephone number(s) involved in the AT&T 1 Data Incident or AT&T 2 Data Incident, current telephone number, and email address; (c) the identity of the Settlement Class Member's counsel, if represented; (d) a handwritten "wet" signature of the Settlement Class Member; (e) the name and number of the case; (f) if the individual is a former AT&T customer the Settlement Class Member's AT&T account number(s) or an attestation

that the former customer is unable to obtain their AT&T account number(s); and (g) a statement clearly indicating the individual wishes to be excluded from the Settlement Class for the purposes of the Settlement. Requests for exclusion furthermore must be made on an individual basis and request exclusion only for that one individual whose personal signature appears on the request; "mass," "class," or other purported group opt-outs, or opt-outs signed by counsel, are not permitted and are not effective. Any individual in the Settlement Classes who does not timely and validly request to opt out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim, and even if he or she has pending, or subsequently initiates, litigation, arbitration, or any other proceeding against Defendants relating to the Released Claims. Individuals in the Settlement Classes who timely and validly opt out of the Settlement do not release their individual claims and will not obtain any benefits under the Settlement. *Id.* ¶ 157. Any Settlement Class Member who does not timely opt-out shall be bound by the Agreement even if that Settlement Class Member does not submit a Claim Form. *Id.*

The Agreement and Long Form Notice also specify how Settlement Class Members may object to the Settlement and/or the Application/s for Attorneys' Fees, Costs, and Service Awards. *Id.* § XI and Exhibit 6 thereto. Objections must be mailed to the Clerk of the Court and filed on the Court's docket, as well as to Class Counsel, AT&T's Counsel, and to the Settlement Administrator. *Id.* ¶ 158. To be considered

by the Court, the objection must be submitted no later than the last day of the Objection Period, which is 30 days before the initial scheduled Final Approval Hearing. *Id.* The full list of objection requirements are in the Agreement and Long Form Notice, and will be in the Preliminary Approval Order, all of which will be on the Settlement Website. *Id.* ¶¶ 159-160 and Exhibit 6 thereto.

I. Release of Claims

Plaintiffs and Settlement Class Members who do not timely and validly opt-out of the Settlement Class will be bound by the Settlement terms, including the Releases discharging the Released Claims against the Released Parties. *Id.* § XVI. The Released Claims are narrowly tailored to apply only to claims arising out of or relating to the Data Incidents. AT&T 1 Joint Decl. ¶ 23; AT&T 2 Joint Decl. ¶ 21.

J. Attorneys' Fees, Costs, and Service Awards

As part of the Motion for Final Approval, which will be filed 60 days before the initial scheduled Final Approval Hearing (and 15 days before the Opt-Out and Objection Deadlines) AT&T 1 Class Counsel and AT&T 2 Class Counsel will file their Application/s for Attorneys' Fees, Costs, and Service Awards. Agreement ¶ 79. They may file jointly or separately. *Id.* ¶ 178. Any awards for attorneys' fees, costs, or Service Awards shall be payable out of the respective Settlement Funds. *Id.* In other words, AT&T 1 Class Counsel and the AT&T 1 Plaintiffs who are Class Representatives will be paid their attorneys' fees, costs, and Service Awards out of

the AT&T 1 Settlement Fund, and AT&T 2 Class Counsel and the AT&T 2 Plaintiffs who are Class Representatives will be paid their attorneys' fees, costs, and Service Awards out of the AT&T 2 Settlement Fund. Class Counsel intend to seek Court-approval for attorneys' fees of up to one-third of the Settlement Funds, reimbursement for reasonable litigation costs, and Service Awards in the amount of $1,500 each for the Plaintiffs who are appointed as Class Representatives. *Id.* ¶¶ 178-179.

The Settlement is not contingent on approval of the Service Awards, and if the Court grants amounts other than what is requested, the remaining provisions of the Agreement shall remain in force. *Id.* ¶ 180. The Notices will inform the Settlement Class Members that Class Counsel intend to seek up to one-third of the Settlement Funds, plus costs, and Service Awards in the amount of $1,500 each.

IV. THE SETTLEMENT SHOULD BE PRELIMINARILY APPROVED

"Particularly in class action suits, there is an overriding public interest in favor of settlement." *Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977) (citing *United States v. Allegheny-Ludlum Indus., Inc.*, 517 F.2d 826, 846 (5th Cir. 1975)). Settlements "contribute greatly to the efficient utilization of our scarce judicial resources," *id.*, and are favored by "strong judicial policy," *Parker v. Anderson*, 667 F.2d 1204, 1209 (5th Cir. 1982); *ODonnell v. Harris Cnty.*, No. H-16-1414, 2019 WL 4224040, at *8 (S.D. Tex. Sept. 5, 2019). Accordingly, there is a "strong

presumption" in favor of finding a proposed settlement fair, reasonable, and adequate, particularly when they have been reached by experienced counsel, with the assistance of a third-party neutral, after a meaningful exchange of information. *See id.* at *9 (citing *Erica P. John Fund, Inc. v. Halliburton Co*., No. 02-CV-1152-M, 2018 WL 1942227, at *4 (N.D. Tex. Apr. 25, 2018) (quoting *In re Heartland Payment Sys., Inc. Customer Data Sec. Breach Litig*., 851 F. Supp. 2d 1040, 1063 (S.D. Tex. 2012))); *In re Oil Spill by Oil Rig Deepwater Horizon*, 910 F. Supp. 2d 891, 931 (E.D. La. 2012), *aff'd sub nom. In re Deepwater Horizon*, 739 F.3d 790 (5th Cir. 2014) (collecting cases); *accord Jenkins v. Trustmark Nat'l Bank*, 300 F.R.D. 291, 301 (S.D. Miss. 2014) (quoting *In re Chicken Antitrust Litig. Am. Poultry*, 669 F.2d 228, 238 (5th Cir.1982)) ("The Rule 23(e) analysis should be 'informed by the strong judicial policy favoring settlements as well as the realization that compromise is the essence of settlement.'"). Settlements are not required to "achieve some hypothetical standard constructed by imagining every benefit that might someday be obtained in contested litigation"—rather, "compromise is the essence of settlement, and a court may rely on the judgment of experienced counsel for the parties." *DeHoyos v. Allstate Corp.*, 240 F.R.D. 269, 286 (W.D. Tex. Feb. 21, 2007).

A. Legal Standards For Preliminary Approval

Federal Rule of Civil Procedure 23(e) requires court approval for any class

action settlement. Courts typically employ a two-step process. First, at the preliminary approval stage, the court makes a preliminary evaluation of the fairness, reasonableness, and adequacy of the proposed settlement. Second, after notice to the class and an opportunity for class members to object or opt out, the court holds a final approval hearing to make a final determination on whether the settlement is fair, reasonable, and adequate. *See* 4 William B. Rubenstein & Herbert B. Newberg, *Newberg and Rubenstein on Class Actions* § 13.1 (6th ed.); Manual for Complex Litigation, § 21.632 (4th ed. 2004); *Union Asset Mgmt. Holding A.G. v. Dell, Inc.*, 669 F.3d 632, 639 (5th Cir. 2012).

Under the 2018 amendments to Rule 23(e), a court may approve a settlement only after finding that it is "fair, reasonable, and adequate." In making this determination, the Court must consider whether:

(A) the class representatives and class counsel have adequately represented the class;

(B) the proposal was negotiated at arm's length;

(C) the relief provided for the class is adequate, taking into account:

(i) the costs, risks, and delay of trial and appeal;

(ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;

(iii) the terms of any proposed award of attorney's fees, including timing of payment; and

(iv) any agreement [made in connection with the proposal]; and

(D) the proposal treats class members equitably relative to each other.

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

Before the 2018 Rule 23(e) amendments, the Fifth Circuit developed its own six *Reed* factors:

(1) existence of fraud or collusion behind the settlement;

(2) complexity, expense, and likely duration of the litigation;

(3) stage of the proceedings and the amount of discovery completed;

(4) probability of plaintiffs' success on the merits;

(5) range of possible recovery and certainty of damages; and

(6) opinions of class counsel, class representatives, and absent class members.

See Reed v. Gen. Motors Corp., 703 F.2d 170, 172 (5th Cir. 1983); *In re Deepwater Horizon*, 739 F.3d at 820; *ODonnell v. Harris Cnty.*, No. H-16-1414, 2019 WL 6219933, at *8-9 (S.D. Tex. Nov. 21, 2019). These factors align with and complement the Rule 23(e) factors and should be considered together when evaluating the proposed Settlement. *See In re Chinese-Manufactured Drywall Prods. Liab. Litig.*, 424 F. Supp. 3d 456, 484-85 (E.D. La. 2020) (*Reed* factors are consistent with Rule 23(e) factors); Fed. R. Civ. P. 23(e)(2), Committee Notes to 2018 amendments ("The goal of this amendment is not to displace any [circuit case-law] factor, but rather to focus the court and the lawyers on the core concerns of procedure and substance that should guide the decision whether to approve the proposal.").

In granting preliminary approval, the Court determines that it will "likely" be

able to grant final approval under Fed. R. Civ. P. 23(e)(2) and certify the Settlement Classes.[2] Here, the Court should find it is likely to conclude the Settlement is fair, reasonable, and adequate under both the Rule 23(e)(2) and *Reed* factors, and grant Preliminary Approval to allow Notice to issue to the Settlement Classes.

B. The Settlement Warrants Preliminary Approval

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

Plaintiffs and proposed Class Counsel have adequately represented the Settlement Classes. As with Federal Rule of Civil Procedures 23(a)'s adequacy of representation requirement (addressed *infra*), plaintiffs must establish: (1) there is no antagonism or conflict of interest between the class representatives and other members of the class; and (2) counsel and the class representatives are competent, willing, and able to protect the interests of absent class members. *See Feder v. Elec. Data. Sys. Corp.*, 429 F.3d 125, 130 (5th Cir. 2005). Here, the Settlement Classes are all potentially affected by the same Data Incidents as Plaintiffs, and thus the proposed Class Representatives have common interests. Plaintiffs have ably represented the Settlement Class, maintaining contact with Class Counsel, reviewing and approving pleadings, assisting in the investigation of the Actions, remaining

[2] The preliminary approval standard is not as stringent as final approval standard. *In re Pool Prods. Distrib. Mkt. Antitrust Litig.*, 310 F.R.D. 300, 314 (E.D. La. 2015). "If the proposed settlement discloses no reason to doubt its fairness, has no obvious deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class, does not grant excessive compensation to attorneys, and appears to fall within the range of possible approval, the court should grant preliminary approval." *Id.* at 314-15.

available for consultation throughout mediation, reviewing the Settlement documents, and answering Class Counsel's questions. AT&T 1 Joint Decl. ¶ 26; AT&T 2 Joint Decl. ¶ 22.

Proposed Class Counsel vigorously pursued the Settlement Classes' interests in securing a Settlement bringing immediate, valuable benefits, while avoiding the risks of continued litigation. AT&T 1 Joint Decl. ¶¶ 7-11; AT&T 2 Joint Decl. ¶ 23. To do so, they leaned on their extensive data breach litigation experience to thoroughly investigate the factual and legal claims, draft comprehensive complaints and other court filings, engage experts to evaluate the litigation and further support their clients' claims, and conduct informal discovery during the course of settlement negotiations. *Id.* As such, Fed. R. Civ. P. 23(e)(2)(A) supports Preliminary Approval.

2. The Settlement Was Negotiated at Arm's Length and Without Fraud or Collusion (Fed. R. Civ. P. 23(e)(2)(B))

"The Court may . . . presume that no fraud or collusion occurred between opposing counsel in the absence of any evidence to the contrary." *Kostka v. Dickey's Barbecue Rests., Inc.*, No. 3:20-cv-03424-K, 2022 WL 16821685, at *10 (N.D. Tex. Oct. 14, 2022), *report and recommendation adopted*, 2022 WL 16821665 (N.D. Tex. Nov. 8, 2022) (citing *ODonnell*, 2019 WL 4224040, at *9). Three days of contentious and arm's-length negotiations between experienced counsel, facilitated by Mr. Meyer, a respected, neutral mediator, with substantial data breach experience,

lead to the Settlement, after pre-mediation exchanges of information and briefs. AT&T 1 Joint Decl. ¶ 18; AT&T 2 Joint Decl. ¶ 24. There is no evidence of fraud or collusion; rather, the record shows the Parties engaged in hard-fought, arm's-length negotiations to reach this Settlement. *See Klein v. O'Neal*, Inc., 705 F. Supp. 2d 632, 651 (N.D. Tex. 2010). *See also Heartland*, 851 F. Supp. 2d at 1063-64 (arms-length negotiations over multiple mediation sessions with experienced mediator supported data breach settlement approval).

Thereafter, the Parties spent weeks negotiating, drafting, and finalizing the Settlement's finer points in the Agreement, resolving vigorous disagreements. AT&T 1 Joint Decl. ¶ 20; AT&T 2 Joint Decl. ¶ 25. Moreover, the proposed Settlement does not favor any Settlement Class Member over any other, weighing against any evidence of fraud or collusion and favoring approval. *See Vaughn v. Am. Honda Motor Co.*, 627 F. Supp. 2d 738, 748 (E.D. Tex. 2007). Accordingly, the presumption of reasonableness should apply here, and both Fed. R. Civ. P. 23(e)(2)(B) and the first *Reed* factor are satisfied.

3. The Relief Provided to the Settlement Classes is Fair, Reasonable, and Adequate (Fed. R. Civ. P. 23(e)(2)(C))

The third and most important Rule 23(e)(2)(c) factor weighs heavily in favor of granting Preliminary Approval and overlaps with the second, fourth, and fifth *Reed* factors. The Settlement provides substantial monetary and non-monetary benefits to the Settlement Classes. The $177,000,000 non-reversionary Settlement

Fund represents a significant recovery for the Settlement Classes, particularly given the risks and uncertainties of continued litigation, and compares very favorably with the following approved common fund data breach settlements from around the country, given the types of data involved in the Data Incidents and class size: *See In re T-Mobile Customer Data Sec. Breach Litig.*, No. 4:21-MD-03019-BCW, 2023 WL 11878508, at *3 (W.D. Mo. June 29, 2023) ($350,000,000 for 100,000,000 class members), *rev'd on other grounds*, 111 F.4th 849 (8th Cir. 2024); *In re Cap. One Consumer Data Sec. Breach Litig.*, MDL No. 1:19-md-2915 (AJT/JFA), 2022 WL 18107626, at *1, 6 (E.D. Va. Sept. 13, 2022) ($190,000,000 for 98,000,000 class members); *In re Equifax Inc. Customer Data Sec. Breach Litig.*, 999 F.3d 1247, 1257-58 (11th Cir. 2021) ($380,500,000 for 147,000,000 class members); *In re Yahoo! Inc. Customer Data Breach Litig.*, No. 16-MD-02752-LHK, 2020 WL 4212811, at *10 (N.D. Cal. July 22, 2020) ($117,500,000 for 194,000,000 class members); *In re Experian Data Breach Litig.*, No. 8:15-cv-01592 AG (DFMx), ECF No. 322 (C.D. Cal. May 10, 2019) ($22,000,000 for 15,000,000 class members); *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 318 (N.D. Cal. 2018) ($115,000,000 for 79,200,000 class members); *In re Target Corp Customer Data Sec. Breach Litig.*, No. 0:14-MD-02522, ECF No. 791 (D. Minn. May 17, 2017) ($10,000,000 for 97,500,000 class members); *In re The Home Depot, Inc. Customer Data Sec. Breach Litig.*, No. 1:14-md-02583-TWT, 2016 WL 6902351, at *5 (N.D.

Ga. Aug. 23, 2016) ($13,000,000 for 61,000,000 class members).

For Settlement Class Members who suffered documented losses, the Settlement provides reimbursement of up to $5,000 per AT&T 1 Settlement Class Member and up to $2,500 per AT&T 2 Settlement Class Member which is comparable to or exceeds the relief provided in other data breach settlements. For AT&T 1 Settlement Class Members and AT&T 2 Account Owners who do not elect a Documented Loss Cash Payment, the Settlement provides alternative tiered Cash Payments. *See, e.g., In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. at 318 (approving data breach settlement providing both out-of-pocket expense reimbursement and alternative compensation options); *In re Yahoo! Inc. Customer Data Sec. Breach Litig.*, 2020 WL 4212811, at *11 (same).

Additionally, AT&T has undertaken or will undertake specific, reasonable steps to further secure customer information that benefits AT&T customers. Within 30 days of Preliminary Approval, AT&T will provide Plaintiffs with a written attestation outlining those steps. Agreement ¶ 138. *See In re Yahoo! Inc. Customer Data Sec. Breach Litig.*, 2020 WL 4212822, at *10-11 (approving settlement with monetary and non-monetary relief, including practice changes and larger information security budget).

a. The Settlement Accounts for the Risks, Costs, and Delay of Trial and Appeal (Fed. R. Civ. P. 23(e)(2)(C)(i))

The Settlement provides immediate relief while avoiding the significant risks,

costs, and delay of continued litigation. Absent settlement, the Parties would face lengthy and expensive litigation of complex factual and legal issues, including class certification, discovery, dispositive motions, experts, trial, and potential appeals. AT&T 1 Joint Decl. ¶ 28; AT&T 2 Joint Decl. ¶ 26. This process could take several years, during which time Settlement Class Members would receive no benefits. *Id.*

Due at least in part to their cutting-edge nature and the rapidly evolving law, data breach cases generally face substantial hurdles—even just to make it past the pleading stage. Such litigation is notoriously complex, risky, and time-consuming. Courts have differed on dismissal of and class certification in data breach cases, and the law governing data breach claims continues to evolve. *See, e.g., Logan v. Marker Grp., Inc.*, No. 4:22-CV-00174, 2024 WL 3489208, at *1, 13 (S.D. Tex. July 18, 2024) (dismissing all but one claim); *In re Blackbaud, Inc., Customer Data Breach Litig.*, No. 3:20-mn-02972-JFA, 2024 WL 2155221, at *28 (D.S.C. May 14, 2024) (denying class certification); *In re U.S. Office of Pers. Mgmt. Data Sec. Breach Litig.*, 928 F.3d 42, 75 (D.C. Cir. 2019) (dismissing some claims but allowing others to proceed); *McMorris v. Carlos Lopez & Assocs., LLC*, 995 F.3d 295, 303 (2d Cir. 2021) (establishing a multi-factor test for Article III standing in data breach cases); *TransUnion LLC v. Ramirez*, 594 U.S. 413, 435-47 (2021) (clarifying standing requirements in cases involving risk of future harm). Plaintiffs dispute the Defendants' defenses, but success at class certification and trial is far from certain.

Moreover, there is no guarantee Plaintiffs would prevail on their claims or, if they did, that they would recover more than the Settlement provides. *See Heartland*, 851 F. Supp. 2d at 1065 (discussing "significant challenges" to recovery in data breach litigation); *In re Sonic Corp. Customer Data Sec. Breach Litig.*, No. 1:17-md-2807, 2019 WL 3773737, at *7 (N.D. Ohio Aug. 12, 2019) (discussing risks and uncertainties in data breach litigation); *In re Target Corp. Customer Data Sec. Breach Litig.*, No. 14-2522, 2015 WL 7253765, at *2 (D. Minn. Nov. 17, 2015) ("legal issues involved [in data breach litigation] are cutting-edge and unsettled, so that many resources would necessarily be spent litigating substantive law as well as other issues."), *rev'd and remanded for further analysis*, 847 F.3d 608 (8th Cir. 2017). Consequentially, the Settlement Agreement reflects the Parties' compromise of their assessments of the worst-case and best-case scenarios, weighing the likelihood of various potential outcomes. AT&T 1 Joint Decl. ¶ 28; AT&T 2 Joint Decl. ¶ 27.

Plaintiffs believe strongly in their claims, and at the same time they understand that the great number of uncertainties and the substantial delay in a final litigated resolution weigh in favor of an immediate, guaranteed resolution of the litigation that provides substantial relief. *Id.* As such, the current Settlement strikes an appropriate balance between Plaintiffs' "likelihood of success on the merits" and "the amount and form of the relief offered in the settlement." *See Carson v. Am.*

Brands, Inc., 450 U.S. 79, 88 n.14 (1981).

Given these risks and uncertainties, the substantial relief provided by the Settlement is adequate and reasonable. *See Klein*, 705 F. Supp. 2d at 654-56 (approving settlement where continued litigation "would be complex, expensive, and lengthy, with an uncertain probability of success for the plaintiffs").

b. Method of Processing Claims and Distributing Relief is Effective (Fed. R. Civ. P. 23(e)(2)(C)(ii))

The proposed Claim Process for Documented Loss Cash Payments or Alternative Tiered Cash Payments is straightforward and accessible via an easy-to-complete Claim Form available online or by mail. The proposed Settlement Administrator, Kroll Settlement Administration LLC, is a well-established and respected settlement administration firm with extensive experience in data breach settlements.[3] *See* https://www.kroll.com/en/services/settlement-administration. The Settlement Administrator will review claims and provide a Notice of Deficiency, giving Settlement Class Members an opportunity to cure. The Notice Program also calls for the Settlement Administrator to address duplicate and fraudulent Claims. Courts have approved similar claims processes in data breach settlements. *See In re Equifax Inc. Customer Data Sec. Breach Litig.*, 999 F.3d at 1271-72; *In re Anthem*,

[3] Plaintiffs' counsel obtained multiple bids to meet the needs of this case and minimize the costs of notice and administration, which will be paid from the Settlement Funds. Kroll will implement a robust notice program designed to reach as many Settlement Class Members as possible and provide them with clear information about the Settlement and their rights. *See In re Pool Prods.*, 310 at 319 (concluding notice program was sufficient and highlighting role of professional claims administrator).

327 F.R.D. at 333. Additionally, Cash Payments will be made electronically or by paper check to Settlement Class Members with Valid Claims.

c. The Proposed Attorney's Fees and Timing of Payment Are Reasonable (Fed. R. Civ. P. 23(e)(2)(C)(iii))

Moreover, as the Motion for Final Approval will detail, the one-third of the common Settlement Funds for attorneys' fees is regularly granted in the Fifth Circuit. *See, e.g., Kostka v. Dickey's Barbecue Rests.*, No. 3:20-CV-03424-K, 2023 WL 3914266, at *3 (N.D. Tex. June 6, 2023); *Erica P. John Fund, Inc.*, 2018 WL 1942227, at *10; *Klein*, 705 F. Supp. 2d at 675. Importantly, the fee request will be subject to Court review and approval, and Settlement approval is not conditioned on the Court's approval of the Application/s for Attorneys' Fees, Costs, and Service Awards. Settlement Class Members will have an opportunity to object to the fee request. *See In re High Sulfur Content Gasoline Prods. Liab. Litig.*, 517 F.3d 220, 228 (5th Cir. 2008); *Newberg and Rubenstein on Class Actions* §§ 15.9-.15. Attorneys' fees will be paid to Class Counsel within 15 days of the Effective Date.

d. No Other Agreements Made in Connection with the Proposal (Fed. R. Civ. P. 23(e)(2)(C)(iv))

The only other agreement required to be identified under Federal Rule of Civil Procedure 23(e)(3) is the confidential agreement pursuant to which Defendants have the option to terminate the Agreement, within 15 days after the end of the Opt-Out Period, if a specified number of Settlement Class Members opt-out of the Settlement.

Agreement ¶ 190. At the Court's request, the Parties will submit that agreement for *in camera* inspection.

4. The Settlement Treats Settlement Class Members Equitably (Fed. R. Civ. P. 23(e)(2)(D)).

The Settlement treats Settlement Class Members equitably relative to each other, offering Documented Loss Cash Payments or alternative tiered Cash Payments, the former based on Documented Losses fairly traceable to one or both of the Data Incidents, and the latter to ensure Settlement Class Members who do not claim Documented Losses receive benefits commensurate with the potential harm faced based on the elements of Private Information that may have been accessed in the Data Incidents. Settlement Class Members who had their Social Security numbers exposed (Tier 1) will receive higher payments than those who had other information exposed (Tier 2), reflecting the greater risk of potential harm associated with the exposure of Social Security numbers. Similarly, Account Owners in the AT&T 2 Settlement Class (Tier 3) will receive payments based on the exposure of their call-related records.

This fair and equitable approach is consistent with other data breach settlements, as it recognizes that members of the different Settlement Classes faced different levels of potential risk, while providing meaningful relief to all. *See In re Equifax Inc. Customer Data Sec. Breach Litig.*, 999 F.3d at 1273-74 (affirming approval of settlement that provided different benefits based on whether class

members had already experienced identity theft); *In re Anthem*, 327 F.R.D. at 332-33 (same); *In re Target Corp. Customer Data Sec. Breach Litig.*, No. 14-2522, 2017 WL 2178306, at *3 (D. Minn. May 17, 2017) (approving settlement with different benefits for different categories of class members). *See also In re Oil Spill by Oil Rig Deepwater Horizon*, 910 F. Supp. 2d at 957 (approving settlement with different compensation levels based on type and extent of injury).

5. The Remaining *Reed* Factors Also Support Preliminary Approval.

The remaining *Reed* factors also support Preliminary Approval and the Court's conclusion that it is likely to grant Final Approval. As to the third factor (stage of the litigation and available discovery), the Settlement was reached only after extensive investigation by the Parties and an informal exchange of information such that Class Counsel could fully understand the strengths and weaknesses of Plaintiffs' claims and Defendants' defenses. Where Parties possess ample information with which to evaluate the merits of competing positions, a lack of formal discovery will not prevent preliminary approval of a settlement. *Cotton,* 559 F.2d at 1332; *In re Chicken Antitrust Litig. Am. Poultry*, 669 F.2d at 241 (formal discovery not "a necessary ticket to the bargaining table" where the parties and court are adequately informed to determine the settlement's fairness) (*citing In re Corrugated Container Antitrust Litig.*, 643 F.2d 195, 211 (5th Cir. 1981)).

The sixth factor (opinions of class counsel, class representatives, and absent

class members) is most appropriately examined after the Settlement Class has been issued Notice and absent Settlement Class Members have a chance to respond. But there is no reason to expect legitimate antagonism to the Settlement. Plaintiffs and Defendants approve of its terms, as do proposed Class Counsel, based on their deep experience litigating data breach and other class actions. AT&T 1 Joint Decl. ¶ 28; AT&T 2 Joint Decl. ¶ 28. The Settlement's valuable relief makes it fair, reasonable, adequate, and worthy of Preliminary Approval. *Id.*

Thus, these additional *Reed* factors weigh in favor of approving the proposed Settlement. Accordingly, the Court should grant Preliminary Approval.

V. THE SETTLEMENT CLASSES SHOULD BE PROVISIONALLY CERTIFIED.

For settlement purposes only, Plaintiffs request the Court provisionally certify the Settlement Classes, which satisfy all Rule 23(a) and (b)(3) requirements. Under Rule 23(a), a class action may be maintained where the movants demonstrate numerosity, commonality, typicality, and adequacy of representation. Additionally, under Rule 23(b)(3), a class may be maintained where the predominance and superiority elements are met. When evaluating certification of a settlement class, manageability is not a concern because there will be no trial. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

Despite the necessarily rigorous analysis of certain prongs at the preliminary approval stage, class actions are regularly certified for settlement. In fact, data

incident cases have been certified—on a *national* basis—including the record-breaking settlement in *In re Equifax, Inc. Customer Data Sec. Breach Litig.*, No. 1:17-md-2800-TWT (N.D. Ga. 2019). *See also, e.g.*, *Kostka v. Dickey's Barbecue Rests., Inc.*, No. 3:20-cv-03424-K, 2022 WL 16821685, at *1 (N.D. Tex. 2022), *report and recommendation adopted*, 2022 WL 16821665 (N.D. Tex. Nov. 8, 2022); *Welsh v. Navy Fed. Credit Union*, No. 5:16-CV-1062-DAE, 2018 WL 7283639, at *1, 18 (S.D. Tex. Aug. 20, 2018); *In re Target Corp. Customer Data Sec. Breach Litig.*, 309 F.R.D. 482, 490 (D. Minn. 2015); *In re Heartland Payment Sys., Inc. Customer Data Sec. Breach Litig.*, 851 F. Supp. 2d 1040, 1960 (S.D. Tex. 2012). This case is no different.

A. The Rule 23(a) Requirements Are Satisfied

1. Numerosity

The Settlement Classes easily satisfy numerosity. The AT&T 1 Data Incident affected tens of millions of AT&T customers. The AT&T 2 Data Incident affected tens of millions of individuals whose call records were compromised. AT&T 1 Joint Decl. ¶ 4; AT&T 2 Joint Decl. ¶ 29. Given these large numbers, joinder of all Settlement Class Members would be impracticable. *See* Fed. R. Civ. P. 23(a)(1); *Mullen v. Treasure Chest Casino, LLC*, 186 F.3d 620, 624 (5th Cir. 1999) ("the size of the class in this case—100 to 150 members—is within the range that generally satisfies the numerosity requirement").

2. Commonality

The Settlement Classes meet commonality. Fed. R. Civ. P. 23(a)(2). Every question need not be common; rather, the questions linking class members must be substantially related to the resolution of the litigation and capable of generating common answers "apt to drive the resolution of the litigation." *Heartland*, 851 F. Supp. 2d at 1052-54 (quoting *Wal-Mart Stores v. Dukes,* 564 U.S. 338, 350 (2011) and finding commonality satisfied in data breach case where common questions included whether defendant had a duty to implement security measures and whether it breached that duty). Commonality can be satisfied by an "instance of the defendant's injurious conduct, even when the resulting injurious effects—the damages—are diverse." *In re Deepwater Horizon*, 739 F.3d at 810-11. Multiple questions of law and fact are common to each class, including:

- whether Defendants had duties to protect Settlement Class Members' Private Information;
- whether Defendants breached that duty;
- whether Defendants knew or should have known that their data security systems were inadequate;
- whether Defendants' conduct violated state or federal consumer protection laws;
- whether Settlement Class Members were harmed as a result of the Data

Incidents; and

- whether Settlement Class Members are entitled to damages and other non-monetary relief.

The answers to these questions would be the same for all Settlement Class Members, thus satisfying commonality. *See Frey v. First Nat'l Bank Sw.*, 602 F. App'x 164, 169 (5th Cir. 2015) (finding commonality satisfied where putative class members' claims depend on a "common course of conduct that provides a class-wide basis for deciding significant common issues of law and fact").

3. Typicality

Rule 23(a)(3) typicality requires that "the claims or defenses of the representative parties are typical of the claims or defenses of the class." Fed. R. Civ. P. 23(a)(3); *Heartland*, 851 F. Supp. 2d at 1054. "If the claims arise from a similar course of conduct and share the same legal theory, factual differences will not defeat typicality." *Stirman v. Exxon Corp.*, 280 F.3d 554, 562 (5th Cir. 2002); *see also Mullen*, 186 F.3d at 625 (same). Plaintiffs' claims are typical of the other Settlement Class Members because their personal information was involved in the AT&T 1 Data Incident and/or call information was involved in the AT&T 2 Data Incident, and the cybersecurity protocols Defendants had (or did not have) in place to protect their data is at issue. AT&T 1 Joint Decl. ¶ 27; AT&T 2 Joint Decl. ¶ 30. All Plaintiffs have Article III standing. *See also Kostka*, 2022 WL 16821685 at *4 (citing *Lujan*

v. Defenders of Wildlife, 504 U.S. 555, 561 (1992)) (when class action settles at pleading stage, court only considers whether named plaintiffs plausibly alleged minimum Article III standing requirements, as Plaintiffs did in their Complaints). Plaintiffs' claims arise from the same events and are based on the same legal theories as those of each of the respective Settlement Classes. *See* Fed. R. Civ. P. 23(a)(3); *Heartland*, 851 F. Supp. 2d at 1054-55 (typicality satisfied in data breach case where class representatives' claims arose from single course of conduct by defendant and a single set of legal theories).

4. Adequacy of Representation

Plaintiffs must be able to provide fair and adequate representation. Plaintiffs must establish: (1) there is no antagonism or conflict of interest between the class representatives and other settlement class members; and (2) counsel and the class representatives are competent, willing, and able to protect the interests of absent class members. Fed. R. Civ. P. 23(a)(4); *Feder*, 429 F.3d at 130. *See also Heartland*, 851 F. Supp. 2d at 1055-57 (finding adequacy satisfied in data breach case where class representatives and class counsel had same interests, suffered the same injuries, and had no conflicts of interest). Plaintiffs and proposed Class Counsel (AT&T 1 Class Counsel and AT&T 2 Class Counsel) will fairly and adequately protect the interests of the Settlement Classes. AT&T 1 Joint Decl. ¶ 26; AT&T 2 Joint Decl. ¶ 31. Plaintiffs' interests are aligned with the Settlement Classes as they seek relief

arising out of the same Data Incidents. *Id.* The Settlement will make all of them eligible for the same Settlement Class Member Benefits. *Id.* Further, proposed Class Counsel have hundreds of years of combined experience as class action litigators, including data breach litigation, and are well suited to advocate for the Settlement Classes. *See* AT&T 1 Joint Decl. ¶¶ 1-2.; AT&T 2 Joint Decl. Exhibits 1-5. Moreover, they have put their collective experience to use in negotiating an early-stage settlement guaranteeing immediate relief. *Id.*

B. The Rule 23(b)(3) Requirements are Satisfied

Rule 23(b)(3) provides class certification is proper when "questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for failure and efficiently adjudicating the controversy." This inquiry is two-fold.

1. Predominance

First, "[i]n order to 'predominate,' common issues must constitute a significant part of the individual cases." *Jenkins v. Raymark Indus., Inc.*, 782 F.2d 468, 472 (5th Cir. 1986). The central common issues in the Actions—whether Defendants had duties to protect Settlement Class Members' Private Information, whether Defendants breached those duties, and whether Settlement Class Members were harmed as a result—predominate over any individual issues. *See* FED. R. CIV. P. 23(b)(3); *Amchem*, 521 U.S. at 623 (predominance "tests whether proposed classes

are sufficiently cohesive to warrant adjudication by representation"); *Torres v. S.G.E. Mgmt., L.L.C.*, 838 F.3d 629, 635-36 (5th Cir. 2016) (en banc) (common questions of law or fact to predominate over any questions affecting only individual members); *Heartland*, 851 F. Supp. 2d at 1058-59 (predominance satisfied in data breach case).

Plaintiffs are not required to prove each element of their claims is "susceptible to classwide proof." *Amgen, Inc. v. Conn. Ret. Plans & Tr. Funds*, 568 U.S. 455, 469 (2013) (citation omitted). Moreover, state law variations are rightly viewed as creating primarily manageability concerns, which under *Amchem*, 521 U.S. at 620, the Court need not consider in the settlement context. *See, e.g., In re Pool Prods. Distrib. Mkt. Antitrust Litig.*, 310 F.R.D. 300, 311-12 (E.D. La. 2015).

2. Superiority

Second, a class action is superior to other available methods for the fair and efficient adjudication of this controversy. Individual Settlement Class Members likely have little interest in controlling separate actions, given the amount of damages any individual Settlement Class Member might recover compared to the substantial cost of litigating individual claims. Moreover, class treatment will achieve economies of scale, conserve judicial resources, and ensure consistent adjudication. *See* Fed. R. Civ. P. 23(b)(3); *Amchem*, 521 U.S. at 615-17 (discussing superiority requirement); *In re Deepwater Horizon*, 739 F.3d at 818-19 & n.30 (affirming superiority finding where court considered Rule 23(b)(3) factors).

The superiority requirement is met in cases like this one because individual actions would be inefficient and impractical. *See Heartland*, 851 F. Supp. 2d at 1059-60 (superiority satisfied in data breach case with millions of class members despite state law variations, concluding such variations went only to trial management, which was inapplicable for settlement class); *In re Equifax Inc. Customer Data Sec. Breach Litig.,* 289 F. Supp. 3d 1322, 1325-26 (J.P.M.L. 2017) (finding centralized proceedings appropriate for data breach involving more than 145 million consumers).

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

VI. THE COURT SHOULD APPOINT THE CLASS REPRESENTATIVES, CLASS COUNSEL, AND SETTLEMENT ADMINISTRATOR

Based on the foregoing arguments regarding Rule 23(a)(4) adequacy of representation, the Plaintiffs and their counsel will fairly and adequately protect the Settlement Classes' interests, and the Court should appoint them as Class Representatives and Class Counsel, respectively. Proposed Class Counsel also meet the requirements of Federal Rule of Civil Procedure 23(g)(l)(A)-(B) by identifying and investigating potential claims in the Actions; applying their extensive experience to litigate data breach class actions; applying their knowledge of applicable law; and devoting extensive resources to represent the Settlement Classes, which resources will continue to be expended through the Settlement approval process and thereafter

to ensure all Settlement terms are implemented.

The proposed Settlement Administrator is a well-established and respected settlement administration firm. *See* generally Admin Decl. Kroll has extensive experience in data breach settlements, which was directly involved in designing the robust Notice Program and Claim Process and preparing the Notices and Claim Forms that it will implement following Preliminary Approval. *See In re Pool Prods.*, 310 F.R.D. at 319 (concluding that notice program was sufficient and highlighting role of professional claims administrator); *see also Casey v. Doctor's Best, Inc.*, No. 8:20-cv-01325-JLS-JDE, 2022 WL 1726080, at *12 (C.D. Cal. Feb. 28, 2022) (approving Kroll as administrator based on its experience). Plaintiffs' counsel obtained multiple bids to meet the needs of this case and minimize the Settlement Administration Costs, which will be paid from the Settlement Funds. Thus, Kroll should be appointed to perform the Settlement Administrator duties described in Section VIII of the Agreement and as ordered in the Preliminary Approval Order. This includes implementation of the Notice Program designed to reach as many Settlement Class Members as possible through different, but complimentary forms of Notice providing them with clear information about the Settlement and their rights.

VII. THE COURT SHOULD APPROVE THE NOTICE PROGRAM, NOTICES, CLAIM PROCESS, AND CLAIM FORMS

Rule 23(e)(1)(b) obligates the court to "direct notice in a reasonable manner

to all class members who would be bound by" a proposed Settlement. For a Rule 23(b)(3) class, notice must be "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B). It is that which is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950). The threshold requirement for class notice is whether the means employed to distribute the notice was reasonably calculated to apprise the class of the pendency of the action, the proposed settlement, and the class members' rights to opt-out or to object. *See Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 174 (1974).

The proposed Notice Program, described in detail above and in the Agreement, is designed to satisfy Rule 23(c)(2)(B) and the *Manual for Complex Litigation* to provide the best notice practicable to Settlement Class Members. *See generally* Admin Decl.; Agreement, Exhibits 1-6. *See also Plante v. StoryBuilt, LLC*, No. 1:23-CV-01021-DAE, 2025 WL 751442, at *7 (W.D. Tex. Jan. 7, 2025) (discussing notice requirements under Rule 23(c)(2)(B) and citing cases approving notice by mail and email among other methods), *adopting report and recommendation*, 2025 WL 521838 (W.D. Tex. Feb. 18, 2025). It includes Email Notice, Reminder Email Notice, Postcard Notice, Long Form Notice, Publication

Notice, a Settlement Website, and a dedicated telephone line for frequently asked questions. Agreement § IX. Direct Email Notice or Postcard Notice is included for those Settlement Class Members for which Defendants maintain email and postal addresses. A post office box will also be maintained to receive communications for Settlement Class Members, including Claim Forms, opt-out requests, and objections. *Id*. ¶ 145.c.

Courts have approved similar notice programs in data breach cases. *See, e.g., Plante*, 2025 WL 751442, at *7; *In Re MGM Int'l Resorts Data Breach Litig.*, No. 2:2—cv-00376-GMN-NJK (ECF Nos. 244, 251); *In re Target Corp. Customer Data Sec. Breach Litig.*, 2015 WL 7253765, at *2-3 (approving notice program involving direct email, publication, and website); *In re Yahoo! Inc. Customer Data Sec. Breach Litig.*, 2020 WL 4212811, at *19 (approving notice program with email, publication, and website components). The combination of direct notice via email and mail, publication notice, a settlement website, and a toll-free telephone line ensures that Settlement Class Members will receive the best notice practicable under the circumstances.

The Notices are clear and straightforward, defining the Settlement Classes and the Settlement's essential terms, including, among other information: a description of the material Settlement terms; how to submit a Claim Form; the Claim Deadline; the last day of the Opt-Out Period to opt-out of the Settlement Classes; the last day

of the Objection Period for Settlement Class Members to object to the Settlement and/or the Applications for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date, time, and location; the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information; the dedicated post office box address; and Class Counsel's contact information. The Settlement Administrator, with assistance from Class Counsel and Defendants' Counsel will insert the correct dates and deadlines in the Notice before the Notice Program commences, as specified in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator will update the Settlement Website to reflect the new date.

When approving the Notice Program, the Court should also approve the opt-out and objection procedures and requirements described above, in the Agreement, in the Long Form Notice, and on the Settlement Website, which are fair and reasonable to ensure they are timely and validly submitted for the Court's consideration prior to the Final Approval Hearing with sufficient and complete information. These procedures and requirements are regularly approved in class action settlements.

Finally, the Courts should approve the Claim Process and Claim Forms detailed above, in the Agreement, on the Settlement Website, and on the Claim Forms, which are reasonable and necessary to implement the process to claim and

later distribute Settlement Class Member Benefits. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Forms. These procedures and requirements are regularly approved in class action settlements, and include reasonable procedures to validate claims, identify duplicates claims, and exclude fraudulent claims, if submitted.

VIII. ALL STATE COURT ACTIONS AND ARBITRATIONS RELATED TO THE DATA INCIDENTS SHOULD BE ENJOINED AND STAYED

In addition to Preliminary Approval, Plaintiffs respectfully request this Court issue an injunction staying all state court and arbitration proceedings related to the Data Incidents that are the subject of this Settlement, pursuant to the All Writs Act, 28 U.S.C. § 1651, and the "necessary in aid of jurisdiction" exception to the Anti-Injunction Act, 28 U.S.C. § 2283. This relief is necessary to protect this Court's jurisdiction over this nationwide Settlement and to prevent interference with the orderly administration of the Settlement during the Notice and Opt-Out Period.

The All Writs Act empowers federal courts to "issue all writs necessary or appropriate in aid of their respective jurisdictions and agreeable to the usages and principles of law." 28 U.S.C. § 1651(a). The authority granted by the All Writs Act is limited by the Anti-Injunction Act, which prohibits federal courts from enjoining state court proceedings "except as expressly authorized by Act of Congress, or where necessary in aid of its jurisdiction, or to protect or effectuate its judgments." 28

U.S.C. § 2283. The "necessary in aid of jurisdiction" exception applies when an injunction is necessary to prevent a state court from so interfering with a federal court's consideration or disposition of a case "as to seriously impair the federal court's flexibility and authority to decide that case." *Atlantic Coast Line R.R. Co. v. Brotherhood of Locomotive Eng'rs*, 398 U.S. 281, 295 (1970). Importantly, this exception is particularly applicable in complex multidistrict litigation involving nationwide class actions where the federal court is approaching the final stages of settlement, especially where there is a conditionally certified class and a preliminarily approved settlement. *See In re Diet Drugs*, 282 F.3d 220, 235 (3d Cir. 2002) ("[M]aintaining the federal court's flexibility and authority to decide such complex nationwide cases makes special demands on the court that may justify an injunction otherwise prohibited by the Anti-Injunction Act.") (internal quotation marks omitted). As the Third Circuit noted in *In re Diet Drugs*, in complex cases where a settlement has received conditional approval, "the challenges facing the overseeing court are such that it is likely that almost any parallel litigation in other fora presents a genuine threat to the jurisdiction of the federal court." *Id*. at 236.

The Actions present precisely the type of complex, nationwide class action justifying an injunction under the "necessary in aid of jurisdiction" exception. This MDL involves two separate Data Incidents affecting tens of millions of individuals. The proposed Settlement represents the culmination of extensive investigation,

arm's-length negotiations, and a formal mediation. Preliminary Approval will result in the implementation of the comprehensive Notice Program, a Claim Process for millions of potential Claimants, and the administration of Settlement Funds totaling $177,000,000. This is precisely the type of "complicated, comprehensive settlement" for which an injunction against parallel proceedings is appropriate. *Id.*

Parallel state court proceedings and arbitrations would substantially interfere with this Court's jurisdiction and ability to effectively manage the Settlement process for the following reasons: Parallel proceedings would create confusion among Settlement Class Members about their rights and options, potentially undermining the effectiveness of the Court-approved Notice Program. *Id.* at 236-37 (allowing parallel proceedings would create confusion as to class members' status in the "dueling lawsuits"). Parallel proceedings could result in inconsistent rulings on identical legal and factual issues, threatening the integrity of this Settlement. The complex interrelationship between the various Settlement Class Member tiers and benefits requires consistent administration. If certain Settlement Class Members were permitted to pursue parallel claims while others were bound by the Settlement, it would disrupt the carefully balanced negotiated framework. The Settlement contains provisions that give Defendants certain termination rights based on the number of opt-outs. Parallel proceedings could artificially manipulate these numbers, potentially jeopardizing the entire Settlement. *See id.* at 237 n.13 (noting

vulnerability of settlement with termination provisions tied to opt-out numbers). Finally, allowing parallel proceedings would result in duplicative litigation in numerous forums, wasting judicial resources and potentially delaying relief to Settlement Class Members. Consolidating all claims within this Settlement promotes judicial economy and ensures the efficient resolution of claims. These concerns make clear that the parallel proceedings would "seriously impair the federal court's flexibility and authority" to manage this complex Settlement. *Atlantic Coast Line*, 398 U.S. at 295.

Consistent with *In re Diet Drugs*, 282 F.3d at 238-39, the requested injunction is narrowly tailored to the needs of this case and satisfies considerations of federalism and comity, by only enjoining parallel court and arbitration proceedings related to the Data Incidents to preserve the status quo during the critical Notice and Opt-Out Period without unduly interfering with those proceedings. The injunction will not prevent Settlement Class Members from individually opting-out of the Settlement. The injunction will be temporary in nature, lasting only until the Court's decision to grant Final Approval. Settlement Class Members who timely opt-out will be free to pursue their individual claims in other forums.

IX. PROPOSED SCHEDULE AND POST-SETTLEMENT EVENTS

Consistent with the Agreement, Plaintiffs propose the schedule below. Plaintiffs request the Final Approval Hearing be scheduled for the **week of January**

12, 2026, or soon thereafter based upon the Court's availability.

Class Lists delivered to Settlement Administrator	10 days after Preliminary Approval
Notice Program Commencement	Within 45 days of Preliminary Approval
Notice Program is Complete	45 days before the initial scheduled Final Approval Hearing date
Deadline to file Motion for Final Approval and Application/s for Attorneys' Fees, Costs, and Service Awards	60 days before the initial scheduled Final Approval Hearing date
Opt-Out Deadline	45 days before the initial scheduled Final Approval Hearing date
Objection Deadline	45 days before the initial scheduled Final Approval Hearing date
Reminder Email Deadline	20 days prior to Deadline to Submit Claim Forms
Deadline to Respond to Objections	15 days before the initial scheduled Final Approval Hearing date
Deadline to Submit Claim Forms	15 days before the initial scheduled Final Approval Hearing date
Final Approval Hearing	**_____ __, 2026, at ____ am/pm CST.**

X. CONCLUSION

Plaintiffs respectfully request the Court: (1) preliminarily approve the Settlement; (2) provisionally certify the Settlement Classes for settlement purposes; (3) appoint Plaintiffs as Class Representatives; (4) appoint Mark Lanier, Chris Seeger, Shauna Itri, Jean Martin, James Cecchi, and Sean Modjaard as AT&T 1 Class Counsel, and J. Devlan Geddes, Raph Graybill, John Heenan, Jeff Ostrow, and Jason S. Rathod as AT&T 2 Class Counsel;; (5) appoint Kroll Settlement

Administration LLC as the Settlement Administrator; (6) approve the Notices and the Notice Program; (7) approving the Claim Form and the Claim Process; (8) establish the opt-out and objection procedures and deadlines; (9) schedule the Final Approval Hearing; and (10) enjoin and stay all other parallel state court and arbitration proceedings. The proposed Preliminary Approval Order is attached as ***Exhibit E***.

Dated: May 30, 2025.

Respectfully submitted,

/s/ W. Mark Lanier
W. Mark Lanier
THE LANIER LAW FIRM, P.C.
10940 W. Sam Houston Pkwy N.
Suite 100
Houston, Texas 77064
Tel: (713) 659-5200
mark.lanier@lanierlawfirm.com

Shauna Itri
SEEGER WEISS, LLP
325 Chestnut Street, Suite 917
Philadelphia, PA 19106
sitri@seegerweiss.com

James E. Cecchi
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, P.C.
5 Becker Farm Road
Roseland, New Jersey 07068
Tel: (973) 994-1700
jcecchi@carellabyrne.com

Jean Sutton Martin
MORGAN & MORGAN

/s/ Jeff Ostrow
KOPELOWITZ OSTROW P.A.
One West Las Olas Blvd., Suite 500
Fort Lauderdale, Florida 33301
Tel: (954) 332-4200
ostrow@kolawyers.com

John Heenan
HEENAN & COOK
1631 Zimmerman Trail
Billings, Montana 59102
Tel: (406) 839-9091
john@lawmontana.com

Raphael Graybill
GRAYBILL LAW FIRM, PC
300 4th Street North
Great Falls, Montana 59401
Tel: (406) 452-8566
raph@graybilllawfirm.com

J. Devlan Geddes
GOETZ, GEDDES & GARDNER P.C.
35 N. Grand Ave.
Bozeman, Montana 59715

COMPLEX LITIGATION GROUP
201 N Franklin Street 6th Floor
Tampa, Florida 33602
Tel: (813) 559-4908
jeanmartin@forthepeople.com

Sean S. Modjarrad
MODJARRAD ABUSAAD & SAID
212 W Spring Valley Road
Richardson, Texas 75081
Tel: (972) 789-1664
smodjarrad@mas.law

Proposed AT&T 1 Class Counsel

Tel: (406) 587-0618
devlan@goetzlawfirm.com

Jason S. Rathod
MIGLIACCIO & RATHOD LLP
412 H St NE, Suite 302
Washington DC 20002
Tel: (202) 470-3520
jrathod@classlawdc.com

Proposed AT&T 2 Class Counsel

CERTIFICATE OF CONFERENCE

I hereby certify Plaintiffs and Defendants conferred regarding the relief requested, and this motion is unopposed.

/s/ W. Mark Lanier
W. Mark Lanier

CERTIFICATE OF WORD COUNT

I hereby certify the word count for this filing (excluding case caption, table of contents, table of authorities, signature block, and certificates) is 12,271 words.

/s/ W. Mark Lanier
W. Mark Lanier

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Motion was served on all counsel of record on May 30, 2025, via CM/ECF, in accordance with Fed. R. Civ. P. 5(b).

/s/ W. Mark Lanier
W. Mark Lanier

EXHIBIT A
SETTLEMENT AGREEMENT

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

IN RE: AT&T INC. CUSTOMER DATA SECURITY BREACH LITIGATION	Case No. 3:24-cv-00757-E
	MDL DOCKET NO. 3:24-md-03114-E
This Document Relates to All Cases	

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release[1] is entered into between Plaintiffs, on behalf of themselves and the Settlement Classes, on the one hand, and Defendants, on the other hand, as of the last date signed below. The Parties hereby agree to the following terms in full settlement of the Actions, subject to a Final Approval Order entered by the Court.

I. Recitals.

A. The Data Incidents.

1. On March 30, 2024, AT&T announced that AT&T-specific fields were contained in a data set released on the dark web.

2. Following AT&T's announcement of the AT&T 1 Data Incident, lawsuits were filed against AT&T in state and federal courts across the country. The JPML consolidated the lawsuits in an MDL before Judge Ada E. Brown in the Northern District of Texas in June 2024. *See In re AT&T Inc. Customer Data Sec.*

[1] All capitalized terms herein shall have the same meanings as those ascribed to them in Section II below.

Breach Litig., JPML No. 3114, ECF No. 139.

3. On August 14, 2024, the Court appointed Lead Counsel, Plaintiff Executive Committee, and Plaintiff Steering Committee for the AT&T 1 Action and authorized them to litigate all pretrial proceedings and to conduct settlement negotiations on behalf of plaintiffs and absent putative class members that now comprise the AT&T 1 Settlement Class. (ECF No. 11.)

4. Counsel for the AT&T 1 Action Plaintiffs engaged several experts to support their efforts in the AT&T 1 Action, conducted a detailed investigation of the factual and legal claims presented in the Consolidated Class Action Complaint, and interviewed hundreds of alleged victims in preparation for filing that complaint.

5. On July 12, 2024, AT&T announced a separate data incident where certain limited data had been illegally downloaded from an AT&T workspace on a third-party cloud platform hosted by Snowflake.

6. Following AT&T's announcement of the AT&T 2 Data Incident, lawsuits were filed against Snowflake and various Snowflake clients, including various AT&T entities.

7. The lawsuits against Snowflake and Snowflake's clients (including AT&T) were consolidated in a hub-and-spoke MDL in the District of Montana and assigned to Judge Brian Morris on October 4, 2024. *See In re Snowflake Data Breach Litig.*, JPML No. 3126.

8. On November 19, 2024, Judge Morris appointed Plaintiffs' Leadership Counsel consisting of Co-Lead Counsel and a Plaintiffs' Executive

Committee/Liaison Counsel and authorized them to litigate all pretrial proceedings and to conduct settlement negotiations on behalf of plaintiffs and absent putative class members that now comprise the AT&T 2 Settlement Class. (Snowflake ECF No. 248.)

9. AT&T 2 Class Counsel engaged several experts to support their efforts in the AT&T 2 Action, conducted a detailed investigation of the factual and legal claims presented in the Representative Complaint and the Consolidated Class Action Complaint, and interviewed hundreds of alleged victims in preparation for filing the complaints.

10. On May 19, 2025, plaintiffs in the Snowflake MDL filed a representative class complaint against several defendants, including AT&T. (Snowflake ECF No. (427)).

11. On May 30, 2025, the parties in the AT&T 2 Action notified the Snowflake MDL Court of this global settlement and requested that the Snowflake MDL Court stay the action pending the approval of this Agreement. (Snowflake ECF No. (444)).

B. The Mediations and Exchange of Information.

12. In early December 2024, retired United States District Judge W. Royal Furgeson, Jr., the Special Master appointed to the AT&T 1 Action, asked AT&T 1 Class Counsel to consider the potential early resolution of the AT&T 1 Action. AT&T 1 Class Counsel agreed to pursue the resolution of the AT&T 1 Action.

13. Likewise, in early December 2024, in light of AT&T 1 Class Counsel's

agreement to consider resolution of the AT&T 1 Action, AT&T's Counsel inquired with AT&T 2 Class Counsel whether they too would be interested in pursuing early resolution, including the AT&T 2 Action.

14. All Parties subsequently agreed to separately mediate their disputes before an experienced data breach and complex case mediator, Robert Meyer (JAMS) in Los Angeles, California.

15. In advance of the mediation, the Parties met individually with the mediator and separately exchanged confidential information concerning the nature and scope of the respective Data Incidents, including the number of people and data elements potentially implicated in the Data Incidents. The Parties exchanged detailed mediation briefs in their respective Actions outlining their positions with respect to liability, damages, class certification and settlement-related issues.

16. The Parties separately mediated their disputes with Mr. Meyer at JAMS in Los Angeles from March 17-19, 2025. The mediation assisted the Parties in resolving their outstanding differences. With the assistance of the mediator, after three days of mediation and negotiations, the Parties reached separate agreements in principle to resolve the material terms of their disputes.

17. Following mediation, the Parties engaged in additional confirmatory discovery.

18. On May 30, 2025, the AT&T 1 Plaintiffs and AT&T 2 Plaintiffs filed the Consolidated Class Action Complaint against AT&T, asserting claims that arose out of the Data Incidents. The claims include: Violation of the Communications Act,

Violations of the Satellite Home Viewer Extension And Reauthorization Act, Violation of the Cable Television Consumer Protection and Competition Act, Breach of Implied Contract, Negligence, Unjust Enrichment, and Declaratory and Injunctive Relief. (ECF No. 43.) The Settlement Classes Representatives are named in the Consolidated Class Action Complaint.

19. The Parties recognize the expense and length of proceedings necessary to continue litigation of the Actions through further motion practice, discovery, trial, and any possible appeals. The Parties have considered the uncertainty and risk of the outcome of further litigation, and the expense, difficulties, and delays inherent in such litigation. The Parties are also aware of the burdens of proof necessary to establish liability and damages for the claims alleged in the Actions and the defenses thereto. Based upon their investigation and discovery, as set forth above, the Parties have determined that the settlement set forth in this Agreement is in their respective best interests and that the Agreement is fair, reasonable, and adequate. The Parties have therefore agreed to settle the claims asserted in the Actions pursuant to the terms of this Agreement, subject to Court approval.

20. The Parties now agree to settle the Actions entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendants do not acknowledge, admit to, or concede any of the allegations in the Actions, and deny any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Actions.

21. The Parties intend this Agreement to bind Plaintiffs, Defendants, and

all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions.

22. "Actions" means the AT&T 1 Action and the AT&T 2 Action, collectively.

23. "Account Owner" means a customer of record or account holder.

24. "Agreement" or "Settlement" or "Settlement Agreement" means this agreement between the Plaintiffs and the Defendants along with all exhibits.

25. "Application/s for Attorneys' Fees, Costs, and Service Awards" means the application or applications made with the Motion for Final Approval seeking Service Awards for Class Representatives and Class Counsel's attorneys' fees and costs, which shall be filed no later than 60 days before the Final Approval Hearing. Plaintiffs' Counsel will apply for Service Awards for Class Representatives, attorneys' fees, and reimbursement for costs out of the Settlement Funds.

26. "AT&T" means Defendants and all their affiliated companies.

27. "AT&T 1 Action" means the multidistrict litigation captioned *In re: AT&T, Inc. Customer Data Security Breach Litigation*, Case No. 3:24-cv-00757-E (N.D. Tex. March 30, 2024) (MDL No. 3114), and all actions consolidated therewith.

28. "AT&T 1 Class Counsel" means Mark Lanier, Chris Seeger, Shauna Itri, Jean Martin, James Cecchi and Sean Modjarrad.

29. "AT&T 1 Class List" means a list of all individuals in the AT&T 1

Settlement Class. AT&T shall prepare and provide the AT&T 1 Class List solely to the Settlement Administrator for Notice purposes using information in its records. The AT&T 1 Class List shall include, if available, AT&T 1 Settlement Class Members' names, email addresses, postal addresses, and telephone numbers.

30. "AT&T 1 Data Elements" means AT&T 1 Settlement Class Members' information that may have been accessible in the AT&T 1 Data Incident and includes some combination of names, addresses, telephone numbers, email addresses, dates of birth, account passcodes, billing account numbers, and Social Security numbers.

31. "AT&T 1 Data Incident" means the cybersecurity incident announced by AT&T on or about March 30, 2024.

32. "AT&T 1 Defendants" means AT&T Inc., AT&T Mobility LLC, AT&T Corporation, and DIRECTV, LLC.

33. "AT&T 1 Escrow Account" means the interest-bearing account to be established by the Settlement Administrator for the AT&T 1 Settlement Fund.

34. "AT&T 1 Net Settlement Fund" means the amount of funds that remain in the AT&T 1 Settlement Fund after funds are paid from or allocated for payment from the AT&T 1 Settlement Fund for the following: (i) administrative expenses incurred pursuant to this Settlement Agreement, (ii) Service Awards approved by the Court, (iii) any amounts approved by the Court for Attorneys' Fees and Costs, and (iv) applicable taxes, if any.

35. "AT&T 1 Notice" means Notice of the Settlement, which includes Email Notice, Postcard Notice, Publication Notice, and Long Form Notice, and are

substantially in the forms attached hereto as ***Exhibits 1, 3-6.*** that the Settlement Administrator shall provide to members of the AT&T 1 Settlement Class. The Notice also includes Reminder Notice.

36. "AT&T 1 Plaintiffs" means Anthony Burris, Nella Citino, Jeffery Clark, Brandon Clawson, Michael Crain, Linda Dale, Brittany Ertola, Yajaira De La Espada, Brenda Friend, Bart Gillen, Brittany Hill, Kimberly Holestin, Ashley Jones, Kayla Lee, Charles Leonard, Craig Marsh, Sean Michael McLean, David Meyer, Justin Mitchum, Corrie Mueller, Trevor Nordell, Ja'Vondrick Orange, Tyrone L. Ross, Maria Angelica San Felipe, Azima Sharrieff, Iris Shiver, Paul Taylor, David Vita, and Jessica Wheeler.

37. "AT&T 1 Settlement Class" means all living persons in the United States whose AT&T 1 Data Elements were included in the AT&T 1 Data Incident. Excluded from the AT&T 1 Settlement Class are (a) AT&T, any entity in which AT&T has a controlling interest, and AT&T's officers, directors, legal representatives, successors, subsidiaries, and assigns; (b) any judge, justice, or judicial officer presiding over this Action, and the members of their immediate families and judicial staff; (c) any persons who have Released Claims relating to the AT&T 1 Data Incident and/or the AT&T 1 Action prior to Final Approval; and (d) any persons who timely opt-out of the AT&T 1 Settlement Class.

38. "AT&T 1 Settlement Class Member" means any member of the AT&T 1 Settlement Class.

39. "AT&T 1 Settlement Fund" means the non-reversionary One Hundred

Forty-Nine Million United States Dollars ($149,000,000) all cash fund that AT&T has agreed to pay or cause to be paid to settle the claims arising from the AT&T 1 Data Incident.

40. "AT&T 2 Action" means the MDL addressing the AT&T 2 Data Incident that was originally part of the pending Snowflake MDL, whether consolidated or coordinated.

41. "AT&T 2 Class Counsel" means J. Devlan Geddes of Goetz, Geddes & Gardner P.C., John Heenan of Heenan & Cook, PLLC, Raph Graybill of Graybill Law Firm, PC, Jeff Ostrow of Kopelowitz Ostrow P.A., and Jason S. Rathod of Migliaccio & Rathod LLP.

42. "AT&T 2 Class List" means a list of all individual Account Owners in the AT&T 2 Settlement Class. Defendants shall prepare and provide the AT&T 2 Class List solely to the Settlement Administrator for Notice purposes using information in its records. The AT&T 2 Class List shall include, if available, names, email addresses, postal addresses, and telephone numbers.

43. "AT&T 2 Data Elements" means telephone numbers of current and former AT&T customers, including, but not limited to, Account Owners or Line or End Users, which may have been accessible in the AT&T 2 Data Incident, along with the telephone numbers with which those customers interacted, counts of those interactions, aggregate call durations for a day or month, and for a small subset of individuals, one or more cell site identification numbers associated with the interactions.

44. "AT&T 2 Data Incident" means the cybersecurity incident announced

by AT&T on or about July 12, 2024.

45. "AT&T 2 Defendants" means AT&T Inc., AT&T Mobility LLC, AT&T Services, Inc., and Cricket Wireless LLC.

46. "AT&T 2 Escrow Account" means the interest-bearing account to be established by the Settlement Administrator for the AT&T 2 Settlement Fund.

47. "AT&T 2 Net Settlement Fund" means the amount of funds that remain in the AT&T 2 Settlement Fund after funds are paid from or allocated for payment from the AT&T 2 Settlement Fund for the following: (i) Settlement Administration Costs incurred pursuant to this Settlement Agreement, (ii) Service Awards approved by the Court, (iii) any amounts approved by the Court for Attorneys' Fees and Costs, and (iv) applicable taxes, if any.

48. "AT&T 2 Notice" means Notice of the Settlement, which includes Email Notice, Reminder Email Notice, Long Form Notice, and Publication Notice, and are substantially in the forms attached hereto as ***Exhibits 2, 3, 5-6***, that the Settlement Administrator shall provide to members of the AT&T 2 Settlement Class.

49. "AT&T 2 Plaintiffs" means Latosha Austin, Gilbert Criswell, David Hornthal, Traci Lively, Natasha McIntosh, Tim Scaman, and Debby Worley.

50. "AT&T 2 Settlement Class" means AT&T Account Owners or Line or End Users whose AT&T 2 Data Elements were involved in the AT&T 2 Data Incident. Excluded from the AT&T 2 Settlement Class are (a) AT&T, any entity in which AT&T has a controlling interest, and AT&T's officers, directors, legal representatives, successors, subsidiaries, and assigns; (b) any judge, justice, or

judicial officer presiding over this Action, and the members of their immediate families and judicial staff; (c) any persons who have Released Claims relating to the AT&T 2 Data Incident and/or the AT&T 2 Action prior to Final Approval; and (d) any persons who timely opt-out of the AT&T 2 Settlement Class. For purposes of this definition, "AT&T" means AT&T Inc., and all of its affiliated companies.

51. "AT&T 2 Settlement Class Member" means any member of the AT&T 2 Settlement Class.

52. "AT&T 2 Settlement Fund" means the non-reversionary Twenty-Eight Million United States Dollars ($28,000,000) all cash payment that AT&T has agreed to pay or cause to be paid to settle the claims arising from the AT&T 2 Data Incident.

53. "Cash Payment" means the cash compensation paid to Settlement Class Members who submitted Valid Claims that were approved for a Documented Loss Cash Payment and/or a Tier 1, 2, or 3 Cash Payment.

54. "Claim" means the submission of a Claim Form by a Claimant.

55. "Claimant" means an individual who submits a Claim Form.

56. "Claim Deadline" means the deadline to mail, or submit a Claim Form via the Settlement Website and shall be 15 days before the initial date of the Final Approval Hearing.

57. "Claim Form" or "Claim Forms" means the forms that Settlement Class Members will use to submit a Claim, substantially in the forms attached hereto as ***Exhibits 7-9***, which may be modified, subject to the Parties' approval, to

meet the requirements of the Settlement Administrator.

58. "Claim Process" is the process by which Claimants may submit Claim Forms to the Settlement Administrator to elect Settlement Class Member Benefits.

59. "Class Counsel" means: AT&T 1 Class Counsel and AT&T 2 Class Counsel, collectively.

60. "Class Lists" means the AT&T 1 Class List, AT&T 2 Class List, and the Overlap Settlement Class List, collectively.

61. "Class Representatives" means the Plaintiffs the Court appoints to represent either or both the Settlement Classes.

62. "Complaint" or "Consolidated Class Action Complaint" means the Consolidated Class Action Complaint filed by the AT&T 1 Plaintiffs and the AT&T 2 Plaintiffs in this Action on May 30, 2025.

63. "Court" means the United States District Court for the Northern District of Texas and the Honorable Ada Brown of the United States District Court for the Northern District of Texas.

64. "Data Incidents" means the AT&T 1 Data Incident and the AT&T 2 Data Incident, collectively.

65. "Day" or "days" mean calendar days; however, if any date or deadline referenced herein falls on a weekend or a holiday, the date or deadline shall be the previous business day.

66. "Defendants" means the AT&T 1 Defendants and the AT&T 2 Defendants, collectively.

67. "Defendants' Counsel" means Gilbert Keteltas, Tamara Baggett, Kyle Cutts, Lisa Ghannoum, Edward Jacobs, Kimberly Morris, and Elizabeth Scully of BakerHostetler LLP; Michael McTigue Jr. and Meredith Slawe of Skadden, Arps, Slate, Meagher & Flom LLP; and Mark Williams of Williams Law Firm.

68. "Documented Loss Cash Payment" means the Settlement Class Member Benefit that Settlement Class Members who incurred documented losses may elect under Section V herein. AT&T 1 Settlement Class can seek Settlement Class Member Benefits for documented losses that occurred in 2019 or later. AT&T 2 Settlement Class can seek Settlement Class Member Benefits for documented losses that occurred on or after April 14, 2024.

69. "Effective Date" means 10 days after the time for appeal of the Final Approval Order runs. If an appeal is filed, then the Effective Date shall be 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 when there is no remaining right to appeal.

70. "Email Notice" means the email notices of the Settlement, substantially in the forms attached hereto as ***Exhibits 1-3***, that the Settlement Administrator shall disseminate, to the extent feasible, to the individuals on the AT&T 1 Class List, the AT&T 2 Class List, and to Overlap Settlement Class Members.

71. "Escrow Accounts" means the AT&T 1 Escrow Account and the AT&T 2 Escrow Account, collectively.

72. "Final Approval" means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order.

73. "Final Approval Hearing" means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application/s for Attorneys' Fees, Costs, and Service Awards. The Final Approval Hearing shall be scheduled no earlier than 160 days after the issuance of the Preliminary Approval Order.

74. "Final Approval Order" means the final order that the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be substantially in a form attached hereto as ***Exhibit 11***.

75. "JPML" means the Judicial Panel on Multidistrict Litigation.

76. "Line User" or "End User" means any individual who is authorized to use one or more of the Account Owner's lines.

77. "Long-Form Notice" means the long-form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 6***, that shall be posted on the Settlement Website and, to the extent feasible, shall be available to Settlement Class Members by mail upon request made to the Settlement Administrator.

78. "MDL" means multidistrict litigation.

79. "Motion for Final Approval" means the motion that Plaintiffs and Class Counsel shall file with the Court no later than 60 days before the initial scheduled Final Approval Hearing seeking Final Approval of the Settlement and approval of Class Counsel's Application/s for Attorneys' Fees, Costs, and Service Awards.

80. "Motion for Preliminary Approval" means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Preliminary Approval of the Settlement.

81. "Net Settlement Funds" means the AT&T 1 Net Settlement Fund and the AT&T 2 Net Settlement Fund, collectively.

82. "Notice" means the Notice that Plaintiffs and Class Counsel will ask the Court to approve in connection with the Motion for Preliminary Approval.

83. "Notice Date" means the later of (1) one day after the date by which all Email Notices and/or Postcard Notices have been initially emailed or mailed; or (2) one day after the date by which the Publication Notice campaign has been commenced, but no later than 45 days after the Preliminary Approval Order is entered.

84. "Notice of Deficiency" means the notice sent by the Settlement Administrator to a Settlement Class Member who has not submitted a Valid Claim.

85. "Notice Program" means the methods provided for in this Agreement for giving Notice of the Settlement (Email Notice, Reminder Email Notice, Postcard Notice, Long-Form Notice, and Publication Notice), along with the Settlement Website and Settlement telephone line.

86. "Opt-Out Deadline" and "Objection Deadline" means 45 days before the initial date of the Final Approval Hearing and shall be the last date on which Settlement Class Members may (a) mail requests for exclusion from the Settlement, or (b) file with the Court or postmark if by mail an objection to the Settlement.

87. "Objection Period" means the period that begins on the Notice Date and ends on the Objection Deadline.

88. "Opt-Out Period" means the period that begins on the Notice Date and ends on the Opt-Out Deadline.

89. "Overlap Settlement Class List" means a list of all individuals who are in both the AT&T 1 Settlement Class and the AT&T 2 Settlement Class. The Settlement Administrator shall prepare the Overlap Settlement Class List using information provided by AT&T. The Overlap Settlement Class List shall include, if available, individuals' names, email addresses, postal addresses, and telephone numbers.

90. "Overlap Settlement Class Member" means any Settlement Class Member who is in both the AT&T 1 Settlement Class and AT&T 2 Settlement Class.

91. "Party" means any party to this Settlement and "Parties" means Plaintiffs and Defendants, collectively.

92. "Plaintiffs" means the AT&T 1 Plaintiffs and the AT&T 2 Plaintiffs, collectively.

93. "Postcard Notice" or "Postcard Notices" means the postcard notices of the Settlement, substantially in the forms attached hereto as ***Exhibits 4-5***, that the Settlement Administrator shall disseminate, to the extent feasible, to those Settlement Class Members in the AT&T 1 Settlement Class whose Email Notice bounces back, is undeliverable, or for whom no email address exists within AT&T

records.

94. "Preliminary Approval" means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

95. "Preliminary Approval Order" means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as ***Exhibit 10.***

96. "Publication Notice" means the Settlement notice(s), that the Settlement Administrator shall digitally publish on the internet, and/or other medium recommended by the Settlement Administrator and agreed to by the Parties.

97. "Releases" means the releases and waiver set forth in Section XVI of this Agreement.

98. "Released Claims" means the claims described in Section XVI of this Agreement.

99. "Released Parties" means Defendants, and each of their entire family of companies, including any current, former, and future: parents, subsidiaries, divisions, and affiliated companies, whether indirect or direct, as well as these entities' respective predecessors, successors, assigns, representatives, officers, agents, directors, employees, contractors, vendors, insurers, reinsurers, shareholders, advisors, consultants, attorneys, wholesalers, resellers, the distributors, service providers, and retailers; and Snowflake Inc., and its present and former parents, subsidiaries, divisions, departments, worldwide affiliates,

predecessors, successors and assigns, and any and all of their past, present, and future directors, officers, executives, officials, principals, stockholders, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, clients, customers, data owners, associated third Parties, predecessors, successors and assigns. It is understood that if a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement and may enforce the Agreement as if they were parties to the Agreement.

100. "Releasing Parties" means (a) Plaintiffs, Class Representatives, and all Settlement Class Members, (b) each of their respective heirs, personal representatives, executors, successors, predecessors, assigns, beneficiaries, affiliates, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entireties, agents, attorneys, (c) any other person or entity (including any governmental entity) to the extent they claim by or through, on behalf of, for the benefit of, derivatively for, or as representative of a Plaintiff and/or any other Settlement Class Member, and all those who claim through them or on their behalf, and (d) the respective past and present directors, governors, executive-committee members, officers, officials, employees, members, partners, principals, agents, attorneys, advisors, trustees, administrators, fiduciaries, consultants, service providers, representatives, successors in interest, assigns, beneficiaries, heirs,

executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities identified in (a)-(c).

101. "Reminder Email Notices" means the email notice(s) of the Settlement that the Settlement Administrator shall disseminate, to the extent feasible, to the individuals on the AT&T 1 Class List, the AT&T 2 Class List, and to Overlap Settlement Class Members who have not filed Claims, 20 days prior the Claim Filing Deadline.

102. "Service Award" means the payment the Court may award the Plaintiffs appointed by the Court as Class Representatives for serving on behalf of the Settlement Classes.

103. "Settlement Administrator" means Kroll Settlement Administration LLC or "Kroll."

104. "Settlement Administration Costs" means all reasonable costs and expenses, including CAFA Notice, of or incurred by the Settlement Administrator in carrying out its duties under this Agreement which shall be allocated based on respective costs between the AT&T 1 Escrow Fund and AT&T 2 Escrow Fund.

105. "Settlement Classes" means the AT&T 1 Settlement Class and AT&T 2 Settlement Class, collectively.

106. "Settlement Class Member" means any member of the Settlement Classes who has not opted out of the Settlement.

107. "Settlement Class Member Benefit" means the Cash Payments available to Settlement Class Members under the Settlement.

108. "Settlement Funds" means the AT&T 1 Settlement Fund and the AT&T 2 Settlement Fund, collectively.

109. "Settlement Website" means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to the Consolidated Class Action Complaint, the Agreement, Motion for Preliminary Approval, Preliminary Approval Order, Long-Form Notice, Claim Form, Motion for Final Approval, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website and URL may not include any of Defendants' logos or trademarks. The Settlement Website shall remain online and operable for 90 days after the Effective Date and shall be operational, along with the Settlement telephone line, no later than one day before the commencement of Notice.

110. "Snowflake MDL" means the MDL styled: *In re Snowflake Data Breach Litig.*, JPML No. 3126, pending in the District of Montana.

111. "Tier 1 Cash Payment" means the Settlement Class Member Benefit consisting of a *pro rata* share of the AT&T 1 Net Settlement Fund that Tier 1 Settlement Class Members may elect under Section V herein.

112. "Tier 1 Settlement Class Member" means an AT&T 1 Settlement Class Member who had their Social Security number exposed in the AT&T 1 Data Incident and who is eligible to make a Claim for a Tier 1 Cash Payment.

113. "Tier 2 Cash Payment" means the Settlement Class Member Benefit

consisting of a *pro rata* share of the AT&T 1 Net Settlement Fund that Tier 2 Settlement Class Members may elect under Section V herein.

114. "Tier 2 Settlement Class Member" means an AT&T 1 Settlement Class Member who had information to the exclusion of their Social Security number exposed in the AT&T 1 Data Incident, who is not also a Tier 1 Settlement Class Member, and who is eligible to make a Claim for a Tier 2 Cash Payment.

115. "Tier 3 Cash Payment" means the Settlement Class Member Benefit consisting of a *pro rata* share of the AT&T 2 Net Settlement Fund that Tier 3 Settlement Class Members may elect under Section V herein.

116. "Tier 3 Settlement Class Member" means an Account Owner in the AT&T 2 Settlement Class who had information involved in the AT&T 2 Data Incident who is eligible to make a Claim for a Tier 3 Cash Payment.

117. "Valid Claim" means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail postmarked by the Claim Deadline, or, if submitted online, submitted by 11:59 p.m. Central Time on the Claim Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the

validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency will result in a determination that the Claim is not a Valid Claim.

III. Settlement Fund and Escrow

118. Within 15 days of Preliminary Approval, AT&T shall cause to be funded the initial portion of the AT&T 1 Escrow Account and the AT&T 2 Escrow Account sufficient to cover the Settlement Administrator's estimated Settlement Administration Costs related to administering the respective actions.

119. Within 15 days of the Effective Date, AT&T shall fund or cause to be funded the remaining amount of the Settlement Funds in the amount of the AT&T 1 Settlement Fund plus the AT&T 2 Settlement Fund, less the initial portion described in the preceding paragraph.

120. All funds held in the Escrow Accounts shall be deemed to be in the custody of the Court until such time as the funds shall be disbursed pursuant to this Agreement or further order of the Court.

121. No amounts may be withdrawn from the Escrow Accounts unless (i) authorized by this Agreement; or (ii) otherwise approved by the Court.

122. Defendants shall not be required to pay any more money or provide or fund any additional benefits to Settlement Class Members under this Settlement. The payment of the Settlement Funds by AT&T fully discharges the Defendants and the other Released Parties' financial obligations (if any) in connection with the Settlement. In no event shall the total monetary obligation with respect to this

Settlement on behalf of Defendants exceed the total of the Settlement Funds.

123. The Settlement Funds shall be used to pay: (1) Settlement Class Member Benefits to those Settlement Class Members who submit Valid Claims; (2) any Service Awards awarded to Class Representatives; (3) any attorneys' fees and costs awarded by the Court to Class Counsel; and (4) all reasonable Settlement Administration Costs.

124. The funds in the Escrow Accounts shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg.§ 1.468B-l at all times from the creation of the Escrow Accounts. All interest earned on the funds shall be for the benefit of the Settlement Classes. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Accounts or otherwise, including any taxes or tax detriments that may be imposed on Defendants, Defendants' Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Accounts, for any period during which the Escrow Accounts do not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Accounts. Defendants, Defendants' Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The escrow agent shall indemnify and hold Defendants, Defendants' Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

IV. Certification of the Settlement Classes.

125. Plaintiffs shall propose and recommend to the Court that the Settlement Classes be certified for Settlement purposes only under Rule 23(b)(3). Defendants agree solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that these Actions shall proceed as a class action settlement; provided however, that if a Final Approval Order is not issued or is reversed on appeal, then any certification shall be null and void and, for the avoidance of doubt, Defendants shall retain all rights to object to and oppose any future requests to certify a class.

126. Plaintiffs and Class Counsel shall not reference this Agreement or any negotiations leading to this Agreement in support of any subsequent motion for class certification of any class in the Actions.

V. Settlement Consideration.

127. All Settlement Class Members are eligible to submit a Claim for a Documented Loss Cash Payment. Alternatively, Tier 1 Settlement Class Members may submit a Claim for a Tier 1 Cash Payment, Tier 2 Settlement Class Members for a Tier 2 Cash Payment, and Tier 3 Settlement Class Members for a Tier 3 Cash Payment. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims against Defendants without receiving a Settlement Class Member Benefit. All Cash Payments, Settlement Administration Costs, Court-approved Attorneys' Fees and Costs, Court approved Service Awards, and Taxes as approved by the Court shall be deducted from the respective Settlement Funds. Specifically, Cash Payments, Settlement

Administrative Costs, Court approved attorneys' fees and costs, Court-approved Service Awards, and taxes associated with the AT&T 1 Data Incident shall be deducted from the AT&T 1 Settlement Fund, and Cash Payments, Settlement Administrative Costs, Court approved Attorneys' Fees and costs, Court approved Service Awards, and taxes associated with the AT&T 2 Data Incident shall be deducted from the AT&T 2 Settlement Fund.

A. Documented Loss Cash Payment

128. All AT&T 1 Settlement Class Members may submit a Claim for a Documented Loss Cash Payment of up to $5,000.00 per AT&T 1 Settlement Class Member upon presentation of documented losses fairly traceable to the AT&T 1 Data Incident.

129. All AT&T 2 Settlement Class Members are entitled to submit a Claim for a Documented Loss Cash Payment of up to $2,500.00 per Settlement Class Member upon presentation of documented losses fairly traceable to the AT&T 2 Data Incident. Account Owners are permitted to submit Claims for themselves and on behalf of any of their Line or End Users.

130. If an Overlap Settlement Class Member is eligible for a Documented Loss Cash Payment for the AT&T 1 Data Incident and a Documented Loss Cash Payment for the AT&T 2 Data Incident, the documentation for each Documented Loss Cash Payment must be unique; a Settlement Class Member may only use information supporting a Documented Loss Cash Payment once.

131. To receive a Documented Loss Cash Payment, claiming Settlement

Class Members must elect Documented Loss Cash Payment on the Claim Form attesting under penalty of perjury to incurring documented losses. Claiming Settlement Class Members will be required to submit reasonable documentation supporting the losses. Such losses must have been incurred on or after the date of the applicable Data Incident through the date of Claim submission and incurred as a result of the applicable Data Incident. Strict scrutiny will be applied by the Settlement Administrator in reviewing the validity of the Claims and, if necessary, counsel for the Parties, in determining the validity of these Claims. Reasonable documentation can include receipts or other documentation not self-prepared by the Claimant that documents the costs incurred. Self-prepared documents such as handwritten receipts, accountings, statements, declarations, and/or affidavits prepared by the Settlement Class Member are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or to support other submitted documentation. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim for a Documented Loss Cash Payment is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim for a Documented Loss Cash Payment as set out in Section XII, the Claim will be considered a Claim for an alternative tiered cash payment under Section VB.

B. Alternative Tiered Cash Payments.

1. Tier 1 Cash Payment.

132. As an alternative to a Documented Loss Cash Payment, Tier 1

Settlement Class Members may instead elect to receive a Tier 1 Cash Payment. Tier 1 Cash Payments shall be five times the amount of a Tier 2 Cash Payment.

2. Tier 2 Cash Payment.

133. As an alternative to a Documented Loss Cash Payment, Tier 2 Settlement Class Members may instead elect to receive a Tier 2 Cash Payment.

3. Tier 3 Cash Payment.

134. As an alternative to a Documented Loss Cash Payment, Tier 3 Settlement Class Members may instead elect to receive a Tier 3 Cash Payment.

C. *Pro Rata* Distribution of Payments.

135. Cash Payments will be based on *pro rata* distributions from the applicable Net Settlement Fund.

136. For purposes of calculating the *pro rata* increase or decrease for the AT&T 1 Documented Loss Cash Payment for Valid Claims, if the aggregate amount of all approved AT&T 1 Documented Loss Cash Payments exceeds Twenty Five Million Dollars and No Cents ($25,000,000.00), then the value of the Documented Loss Cash Payment to be paid to each AT&T 1 Settlement Class Member shall be reduced, on a *pro rata* basis, such that the aggregate value of all Documented Loss Cash Payments equals Twenty Five Million Dollars and No Cents ($25,000,000.00). All such determinations shall be performed by the Settlement Administrator.

137. The Settlement Administrator will first pay approved Claims for Documented Loss Payments related to the respective Actions out of each respective Net Settlement Fund. Thereafter, the amount of the Net Settlement Funds

remaining after all Documented Loss Payments are applied (up to $25,000,000 for AT&T 1) shall be distributed by the Settlement Administrator on a *pro rata* basis. AT&T 2 Settlement Class Members who submit a Valid Claim will receive a *pro rata* distribution from the AT&T 2 Net Settlement Fund. AT&T 1 Settlement Class Members who submit a Valid Claim will receive a pro rata distribution from the AT&T 1 Net Settlement Fund. AT&T 1 Tier 1 Settlement Class Members who submit a Valid Claim shall receive five times more than AT&T 1 Tier 2 Settlement Class Members out of the AT&T 1 Settlement Fund.

D. Security Attestation

138. AT&T has undertaken or will undertake specific, reasonable steps to further secure customer information. Within 30 days of Preliminary Approval, AT&T will provide Plaintiffs with a confidential written attestation outlining those steps.

VI. Settlement Approval.

139. Upon execution of this Agreement by all Parties and Class Counsel, Plaintiffs shall file an unopposed Motion for Preliminary Approval, after review by Defendants.

140. The Motion for Preliminary Approval shall, among other things, request the Court enter the Preliminary Approval Order, which will, at a minimum: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Classes for settlement purposes only; (3) appoint Class Counsel to represent the Settlement

Classes and Plaintiffs as Class Representatives; (4) approve the form and content of the Notices of the Settlement and Notice Program; (5) approve the form and content of the Claim Form and Claim Process; (6) approve the procedures for individuals in the Settlement Classes to opt-out of or object to the Settlement; (7) stay the Actions and enjoin any related actions, whether in court or in arbitration, pending Final Approval of the Settlement; and (8) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and Defendants' Counsel.

VII. CAFA Notice.

141. Settlement Administrator shall provide notice of the Settlement to the appropriate state and federal officials pursuant to 28 U.S.C. § 1715(b).

VIII. Duties of the Settlement Administrator.

142. The Parties agree that, subject to Court approval, Kroll shall be the Settlement Administrator. The Settlement Administrator shall fulfill the requirements in this Agreement and as set forth in the Preliminary Approval Order and comply with all applicable laws.

143. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claim Process, administering the Settlement Funds, and distributing Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims.

144. AT&T will cooperate with the Settlement Administrator by providing the Class Lists within 10 days of entry of the Preliminary Approval Order, which lists shall include reasonable data in AT&T's possession, custody, or control requested by the Settlement Administrator to enable the Settlement Administrator to identify Settlement Class Members and provide notice to them and otherwise administer any approved Settlement. The Settlement Administrator's work shall be completed under the direction of the Parties and as ordered by the Court.

145. The Settlement Administrator's duties include:

a. Completing the Court-approved Notice Program by noticing the Settlement Classes by Email Notice, Reminder Email Notice, and/or Postcard Notice, Publication Notice, and sending Long-Form Notices and paper Claim Forms upon request from individuals in the Settlement Classes, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, sending Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims, and paying any Court-approved attorneys' fees, costs, and Service Awards;

b. Establishing and maintaining the Settlement Funds in the Escrow Accounts;

c. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Classes and objections from Settlement Class Members, and Claim Forms;

d. Establishing and maintaining the Settlement Website to provide

important information about the Settlement and electronic submission of Claim Forms;

e. Establishing and maintaining an automated toll-free telephone line for the Settlement Class Members to call with Settlement-related inquiries, and answer frequently asked questions of those who call with or otherwise communicate such inquiries;

f. Responding to any mailed Settlement Class Member inquiries;

g. Processing all opt-out requests from the Settlement Classes;

h. Providing weekly reports to Class Counsel and Defendants' Counsel that summarize the number of Email Notices and Postcard Notices sent, Claims submitted broken down by AT&T 1 Action and AT&T 2 Action, the types of Claims broken down by Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

i. Within five days after the Opt-Out Deadline, providing a final report to the Parties' Counsel summarizing the number of written requests for exclusion (i.e., requests to opt-out) and any other information requested by the Parties' Counsel that may be disclosed under the terms of this Agreement;

j. Within five days after the Claim Deadline, providing a final report to the Parties' Counsel summarizing the number of Claims, and a breakdown of the Claims, and any other information requested by the Parties' Counsel that may be disclosed under the terms of this Agreement;

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

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

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

n. Paying Settlement Administration Costs, including any required taxes, out of the Settlement Funds following approval by Class Counsel;

o. The Settlement Administrator shall use reasonable and customary fraud-prevention mechanisms to prevent (i) approval of Claim Forms by persons other than potential Class Members, (ii) approval of more than one Claim Form per person, and (iii) approval of Claim Forms seeking amounts to which the claimant is not entitled; and

p. Any other administration function at the instruction of Class Counsel and Defendants' Counsel, including, but not limited to, verifying that the Settlement Funds have been properly administered and that the Cash Payments have been

properly distributed.

146. Only the Settlement Administrator will be given access to or have authority to access or discover the Class Lists, and the identities of, and any personal information related to, the Settlement Classes. Class Counsel shall not be given access to or have authority to access or discover the identities of, and any personal information related to, the Settlement Classes except if Class Counsel reasonably believes (as necessary to fulfill Class Counsels' duties and obligations to the Settlement Class Members) they need a specific Settlement Class Member's personal information because that person has objected to the Settlement or made a specific inquiry that requires a response, then only such individual Settlement Class Member's personal information may be disclosed to Class Counsel, with contemporaneous notice to Defendants' Counsel, provided such information is kept in strict confidence and is not used for any purpose other than in connection with the Settlement. All counsel will have the right to regular reporting from the Settlement Administrator as described herein. If a Settlement Class Member contacts the Settlement Administrator with a question the Settlement Administrator cannot answer, such Settlement Class Member will be directed to Class Counsel.

147. The Notice Program and Notice will be reviewed and approved by the Settlement Administrator. The Notice may be revised if agreed upon by the Parties prior to submission to the Court for approval. Non-substantive revisions to the Notice may also be made by the Parties and without Court approval prior to

dissemination of Notice.

IX. Notice to the Settlement Classes.

148. AT&T will provide to the Settlement Administrator only the Class Lists no later than 10 days after entry of the Preliminary Approval Order.

149. Within 45 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program, including sending Email Notice to Settlement Class Members.

150. 20 days before the Claim Deadline, a Reminder Email Notice shall be sent to Settlement Class Members who have not submitted a Claim as of that date.

151. The Settlement Administrator shall perform reasonable physical address traces for those Email Notices sent to AT&T 1 Settlement Class Members that experience a hard bounce-back or are otherwise identified as undeliverable, incorrect, or are nonfunctional addresses. Those Settlement Class Members whose physical addresses were identified will be sent a Postcard Notice within a reasonable time to the extent feasible.

152. Publication Notice will begin within 45 days of Preliminary Approval on the internet, and/or other medium suggested by the Settlement Administrator and agreed to by the Parties. The Publication Notice will direct prospective Claimants to the Settlement Website for more information or to file a Claim.

153. Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Deadline; the last day of the Opt-Out Period for individuals in the Settlement Classes to opt-

out of the Settlement Classes; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or the Application/s for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendants' Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Classes is required if the date or time for the Final Approval Hearing changes other than an update to the Settlement Website.

154. Upon approval of the Parties as to substance of the Settlement Website, the Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website (including using an electronic signature service), or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

X. Opt-Outs.

155. The Long-Form Notice also shall include a procedure for individuals in the Settlement Classes to opt-out of the Settlement; and the Email Notice and

Reminder Email Notice shall direct individuals in the Settlement Classes to review the Long-Form Notice to obtain the opt-out instructions.

156. Individuals in the Settlement Classes may opt-out of the Settlement Classes at any time during the Opt-Out Period by mailing a written letter requesting exclusion from the Settlement to the Settlement Administrator and Class Counsel, submitted or postmarked on or before the end of the Opt-Out Period.

157. The letter requesting exclusion must contain (a) the Settlement Class Member's full legal name; (b) the Settlement Class Member's address, all telephone number(s) involved in AT&T 1 Data Incident or AT&T 2 Data Incident, and current telephone number, and email address; (c) the identity of the Settlement Class Member's counsel, if represented; (d) a handwritten "wet" signature of the Settlement Class Member; (e) the name and number of the case; (f) if the individual is a former AT&T customer the Settlement Class Member's AT&T account number(s) or an attestation that the former customer is unable to obtain their AT&T account number(s); and (g) a statement clearly indicating the individual wishes to be excluded from the Settlement Class for the purposes of the Settlement. Requests for exclusion furthermore must be made on an individual basis and request exclusion only for that one individual whose personal signature appears on the request; "mass," "class," or other purported group opt-outs, or opt-outs signed by counsel, are not permitted and are not effective. Any individual in the Settlement Classes who does not timely and validly request to opt out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim, and even if

he or she has pending, or subsequently initiates, litigation, arbitration, or any other proceeding against Defendants relating to the Released Claims. Individuals in the Settlement Classes who timely and validly opt out of the Settlement do not release their individual claims and will not obtain any benefits under the Settlement.

XI. Objections.

158. The Long-Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Application/s for Attorneys' Fees, Costs, and Service Awards, and the Email Notice shall direct the Settlement Class Members to review the Long-Form Notice to obtain the objection instructions. Objections must be mailed to the clerk of the Court, to Class Counsel, Defendants' Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label. Any Settlement Class Member who does not make their objections in the manner and by the date set forth in this Agreement shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court.

159. For an objection to be considered by the Court, the objection must also set forth:

a. the objector's full name, mailing address, all AT&T telephone number(s), current telephone number; and for former AT&T customers all AT&T account number(s), and email address (if any) or an attestation that the former customer is unable to obtain their AT&T account number(s) or email address (if any);

b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

c. the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

d. the identity of all counsel who represent the objector, including (1) any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (2) a description of the counsel's legal background and prior experience in connection with class action litigation; (3) a statement regarding whether fees to be sought will be calculated on the basis of a lodestar, contingency, or other method; (4) an estimate of the amount of fees to be sought; (5) the factual and legal justification for any fees to be sought; (6) the number of hours

already spent by the counsel; and (7) an estimate of the hours to be spent in the future; and the attorney's hourly rate.

e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

f. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;

g. four dates between the deadline for objections and a date two weeks before the Final Approval Hearing, during which the objector is available to be deposed by counsel for the Parties;

h. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

i. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

j. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendants' Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions.

160. Settlement Class Members have the right to opt-out of or object to the

Settlement, but not both. Opting-out from or objecting to the Settlement are mutually exclusive options. Any Settlement Class Member who elects to opt-out may not also object to the Settlement. Any Settlement Class Member who elects to object may not also opt-out of the Settlement. If a Settlement Class Member submits both an objection and an opt-out request, the Settlement Administrator shall notify the Settlement Class Member that they can only elect one of those options, and must inform the Settlement Administrator of their decision. If the Settlement Class Member does not thereafter take corrective action within 10 days, the submission shall be invalid.

161. The Notice Program shall be completed no later than 45 days before the original date set for the Final Approval Hearing.

162. If the Notice Program is not approved or is modified in a material way by the Court, Defendants shall have the right to unilaterally terminate the Settlement.

XII. Claim Process and Disbursement of Cash Payments.

163. The Notice will explain to the Settlement Class Members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

164. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

165. The Settlement Administrator shall collect, review, and address each

Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

166. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate Claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of Claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

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

prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

168. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, and is not determined to be duplicate or fraudulent, the Settlement Administrator shall send a Notice of Deficiency within a reasonable time explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Deadline, or 20 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. The Settlement Administrator shall exercise reasonable discretion to determine whether the Claimant has cured the deficient Claim. If the Claimant timely and adequately provides the requested information and/or documentation,

the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendants and Class Counsel otherwise agree. The Settlement Administrator shall provide a report of all deficiency notices to Class Counsel and Defendants' Counsel upon request.

169. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

a. Failure to fully complete and/or sign the Claim Form;

b. Illegible Claim Form;

c. The Claim Form is fraudulent;

d. The Claim Form is duplicative of another Claim Form;

e. The Claimant is not a Settlement Class Member;

f. The Claimant submitted a timely and valid request to opt-out of the Settlement after first notifying the Claimant of the disparity and asking them to elect to opt in or opt out of the Settlement;

g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;

h. Failure to submit a Claim Form by the Claim Deadline; and/or

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

170. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

a. The Settlement Administrator shall have 60 days from the Claim Deadline to approve or reject Claims based on findings of fraud or duplication.

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

c. If a Claim is rejected for fraud, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The Settlement Administrator shall provide a report of all such notifications to Class Counsel and Defendants' Counsel upon request.

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

171. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by respective Class Counsel or Defendants' Counsel.

172. No person or entity shall have any claim against Defendants, Defendants' Counsel, Plaintiffs, the Settlement Classes, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

173. The Settlement Administrator shall distribute the Settlement Class Member Benefits out of the respective Settlement Funds no later than 60 days after the Effective Date.

174. Cash Payments to Settlement Class Members will be made electronically (i.e., Venmo, or direct deposit), or by paper check. Settlement Class Members who do not elect electronic payments on the Claim Form, or who provide incorrect or incomplete electronic payment information shall receive a paper check in the mail. Settlement Class Members receiving payment by check shall have 180 days to negotiate the check.

175. Any information relating to Settlement Class Members provided pursuant to this Agreement shall be provided solely for the purpose of providing Notice to the Settlement Class Members (as set forth herein) and allowing them to recover under this Agreement; shall be kept in strict confidence by the Parties, their counsel, and the Settlement Administrator; shall not be disclosed to any third party; shall not be used for marketing or solicitation purposes; shall be destroyed after all distributions to Settlement Class Members have been made; and shall not be used for any other purpose.

XIII. Final Approval Order and Final Judgment.

176. Plaintiffs shall file their Motion for Final Approval of the Settlement inclusive of their Application/s for Attorneys' Fees, Costs, and Service Awards, and response to objections, no later than 60 days before the initial scheduled Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on

Plaintiffs' Motion for Final Approval of the Settlement and Application/s for Attorneys' Fees, Costs, and Service Awards. 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/s for Attorneys' Fees, Costs, and Service Awards, provided the objector(s) submitted timely objections that meet all the requirements listed in the Agreement.

177. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application/s for Attorneys' Fees, Costs, and Service Awards. Such Final Approval Order shall, among other things:

a. Determine that the Settlement is fair, adequate, and reasonable;

b. Finally certify the Settlement Classes for settlement purposes only;

c. Affirm the interim and/or conditional appointments of Class Representatives and Class Counsel;

d. Determine that the Notice Program satisfies due process requirements;

e. Bar and enjoin all Releasing Parties from asserting any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; bar and enjoin all Releasing Parties from pursuing any Released Claims against Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement

of the Court's injunctions;

f. Release Defendants and the Released Parties from the Released Claims; and

g. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendants, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

XIV. Attorneys' Fees, Costs, and Service Awards.

178. AT&T 1 Class Counsel and AT&T 2 Class Counsel shall apply, separately or jointly (upon agreement by Class Counsel), to the Court for an award of attorneys' fees expressed as a percentage of the total value conferred by the Settlement on the Settlement Classes of up to one-third of their respective action's Settlement Funds, plus reimbursement of costs incurred in prosecuting and settling the Actions. The attorneys' fees and cost awards approved by the Court shall be paid within 15 days of the Effective Date by the Settlement Administrator out of their respective Action's Settlement Fund by wire transfer to accounts designated by AT&T 1 Class Counsel and AT&T 2 Class Counsel respectively.

179. Class Counsel shall apply to the Court for Service Awards for the Class Representatives not to exceed One Thousand Five Hundred United States Dollars ($1,500) per individual. The Service Awards approved by the Court shall be paid out of the respective Action's Settlement Fund within 15 days of the Effective Date by the Settlement Administrator by wire transfer to accounts designated by AT&T 1

Class Counsel for AT&T 1 Settlement Class Representatives and AT&T 2 Class Counsel for AT&T 2 Settlement Class Representatives.

180. This Settlement is not contingent on the Court's approval of the respective Class Counsel's Application/s for Attorneys' Fees, Costs, and Service Awards and if the Court denies the request or grants amounts other than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs were not negotiated until after all material terms of the Settlement, and there is no agreement that Defendants will not oppose either request. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the payment of Service Awards, or the amount thereof, shall be grounds for cancellation or termination of this Agreement.

181. Class Counsel shall separately be responsible for opposing any request by any Settlement Class Member or any other attorney for compensation or any objection to the Settlement, unless otherwise agreed to by the Parties.

XV. Disposition of Residual Funds.

182. The Settlement is designed to exhaust the Settlement Funds. In the event there are funds remaining in the Settlement Funds, including from uncashed checks, within 45 days following the 180-day check negotiation period, and further distribution to the Settlement Class Members is not economically feasible, the Parties will confer regarding the appropriate distribution to be presented to the Court for approval. Under no circumstances shall any amount of the Settlement Funds revert back to Defendants.

XVI. Releases.

183. As of the Effective Date, in exchange for the benefits under the Settlement, the Releasing Parties fully and forever waive, release, extinguish, and discharge the Released Parties from any and all claims, defenses, demands, causes of action, rights, offsets, setoffs, suits, remedies, damages, lawsuits, costs, relief for contempt, losses, attorneys' fees, expenses, or liabilities of any kind whatsoever, in law or in equity, for any relief whatsoever, including monetary sanctions or damage for contempt, injunctive or declaratory relief, recission, general, compensatory, special, liquidated, indirect, incidental, consequential, or punitive damages, as well as any and all claims for treble damages, penalties, interest, attorneys' fees, costs, or expenses, whether a known or unknown claim, suspected or unsuspected, existing or potential, asserted or unasserted, contingent or vested, accrued or not accrued, liquidated or unliquidated, matured or unmatured, that in any way concern, arise out of, or relate to the Data Incidents, including any theories of recovery that were, or could have been, raised at any point in the Actions ("Released Claims"). Plaintiffs and Settlement Class Members covenant and agree they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, whether on behalf of themselves or others, against any of the Released Parties in any jurisdiction and/or venue.

184. With respect to the Released Claims, Plaintiffs and Settlement Class Members understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or

severity. Plaintiffs and Settlement Class Members took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiffs and Defendants with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Consequently, Plaintiffs and the Settlement Class Members shall be deemed to have, and by operation of the Settlement shall have, irrevocably waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code (to the extent it is applicable, or any other similar provision under federal, state or local law to the extent any such provision is applicable), which reads:

> 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.

185. Plaintiffs or Settlement Class Members may hereafter discover facts other than or different from those that he or she knows or believes to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may change. Nonetheless, each of those individuals agrees that, as of the Effective Date, he or she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by

this Agreement. Further, each of those individuals agrees and acknowledges that he or she shall be bound by this Agreement, including by the release herein and that all of their claims in the Actions shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he or she never receives actual notice of the Settlement and/or never receives a Cash Payment from the Settlement.

186. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction and/or venue, including in any federal, state, or local court or tribunal.

187. The Final Approval Order shall enjoin the Settlement Classes from instituting or participating in any lawsuit, regulatory, arbitration or other proceeding arising out of or related in any way to the Released Claims or that are covered by the Releases provided for in any final non-appealable approval of the Settlement provided, however, that a Settlement Class Member shall be permitted to comply with a valid subpoena or court order concerning the Released Claims. Notwithstanding the foregoing, nothing herein shall be deemed to release, waive, bar, or otherwise impact the Parties' rights and obligations to enforce the terms of

the Settlement.

XVII. Termination of Settlement.

188. This Agreement shall be subject to and is conditioned on the occurrence of all the following events:

a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XVI of this Agreement;

b. The Court having entered the Preliminary Approval Order substantially in the form proposed by the Parties;

c. The Court having entered the Final Approval Order substantially in the form proposed by the Parties, and all objections, if any, being overruled, and all appeals taken from the Final Approval Order having been resolved in favor of Final Approval; and

d. The Effective Date having occurred.

189. If any of the conditions specified in the preceding paragraph are not met, then this Agreement may be canceled and terminated. To the extent either Party elects to terminate the Agreement for failure by the Court to enter the Preliminary Approval Order or Final Approval Order substantially in the form proposed by the Parties, that Party must first, within seven days of entry of the order file a motion requesting that the Court modify or reconsider the relevant order and then, within seven days of a ruling on that motion, inform the other Party of its election to terminate the Agreement. For the avoidance of doubt, any ruling by the Court related to Attorneys' Fees or Service Awards, even if subject to a motion to

modify or reconsider, shall not be a basis for termination of Agreement.

190. Additionally, Defendants shall have the option to terminate this Agreement if a specified number of Settlement Class members opt-out of the Settlement. The Parties have agreed to that number in a confidential separate agreement related to each action. Defendants shall notify Class Counsel and the Court of their intent to terminate this Agreement pursuant to this paragraph within 15 days after the end of the Opt-Out Period, or the option to terminate shall be considered waived.

191. If this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Actions as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Actions. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*. The AT&T 2 Action shall be permitted to resume in the District of Montana as part of the *In re: Snowflake Data Breach Litigation*, MDL No. 3126 (D. Mont.). In addition, in the event of such a termination, all the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

192. If this Agreement is terminated or fails to become effective, all funds in the Settlement Funds shall be promptly returned to Defendants. However,

Defendants shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid by or on behalf of the Settlement Administrator. After payment of any Settlement Administration Costs that have been incurred and are due to be paid from the Settlement Funds, the Settlement Administrator shall return the balance of the Settlement Funds to Defendants within 21 days of termination.

193. If the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Actions or any other action or proceeding for any purpose. In such event, all Parties to the Actions shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XVIII. No Admission of Liability.

194. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendants have denied and continue to deny each of the claims and contentions alleged in the Actions. Defendants specifically deny that a class could or should be certified in either Action for litigation purposes. Defendants do not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendants have agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further

claims that were asserted or could possibly have been asserted in the Actions.

195. Class Counsel believe certain of the claims asserted in the Actions have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Actions. Class Counsel adequately investigated the facts and law relevant to the merits of the claims prior to initiating the litigation, conducted informal discovery, and conducted additional independent investigation of the alleged claims.

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

197. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or the Settlement Classes, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Actions or in any proceeding in any court, administrative agency, or other tribunal.

198. In addition to any other defenses Defendants may have at law, in

equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XVII. Non-Disparagement.

199. Class Counsel and the Class Representatives, for themselves and on behalf of their agents, attorneys, employees, contractors, representatives, officers, directors, divisions, suppliers, parents, subsidiaries, affiliates, assigns, beneficiaries, successors, predecessors, accountants, and shareholders, each in their respective capacities as such, shall agree not to publicly disparage Defendants or take any action designed to harm the public perception of Defendants regarding any issue that may result from, arise out of, are based on, or relate in any way to the practices and claims that were alleged in the Actions.

XVIII. Miscellaneous Provisions.

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

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

202. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval,

uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

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

204. Integration and No Reliance. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any party or any party's representative other than those set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind have been made by any party, except as provided for herein.

205. 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.

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

207. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign

the same counterparts. Original signatures are not required.

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

209. Party Notices. All notices provided for herein shall be sent by email with a hard copy sent by overnight mail to:

AT&T 1 Class Counsel:

Mark Lanier
Lanier Law Firm
10940 W. Sam Houston Pkwy N.
Suite 100
Houston, TX 77064
mark.lanier@lanierlawfirm.com

Chris Seeger
Shauna Itri
Seeger Weiss LLP

55 Challenger Rd 6th floor,
Ridgefield Park, NJ 07660
cseeger@seegerweiss.com
sitri@seegerweiss.com

AT&T 2 Class Counsel:

Jeff Ostrow
Kopelowitz Ostrow P.A.
1 West Las Olas Blvd., Ste. 500
Fort Lauderdale, FL 33301
ostrow@kolawyers.com

Jason Rathod
Migliaccio & Rathod LLP
412 H Street NE, Ste. 302-B
Washington, DC 20002
jrathod@classlawdc.com

If to Defendants or Defendants' Counsel:

Gilbert Keteltas
Lisa Ghannoum
BakerHostetler LLP
1050 Connecticut Ave., NW, Ste. 1100
Washington, DC 20036
gketeltas@bakerlaw.com
lghannoum@bakerlaw.com

Michael McTigue Jr.
Meredith Slawe
Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, NY 10001
Michael.McTigue@skadden.com
Meredith.Slawe@skadden.com

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

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

211. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

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

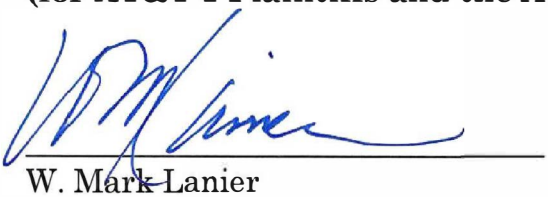
213. Agreement Mutually Prepared. Neither Plaintiffs nor Defendants shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the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

214. Independent Investigation and Decision to Settle. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with the Actions;

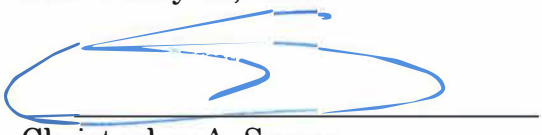
and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Actions as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement.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

215. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

AT&T 1 Class Counsel
(for AT&T 1 Plaintiffs and the AT&T 1 Settlement Class)



W. Mark Lanier
The Lanier Law Firm
MDL-3114 Lead Counsel
Dated: May 30, 2025



Christopher A. Seeger
MDL-3114 Settlement Chair
Seeger Weiss LLP
Dated: May 30, 2025

AT&T 2Class Counsel
(for AT&T 2 Plaintiffs and the AT&T 2 Settlement Class)

J. Devlan Geddes
Goetz, Geddes & Gardner P.C.
MDL-3126 Co-Lead Counsel
Dated: May 30, 2025

Raph Graybill, P.C.
Graybill Law Firm
MDL-3126 Co-Lead Counsel
Dated: May 30, 2025

John Heenan
Heenan & Cook, PLLC
MDL-3126 Co-Lead Counsel
Dated: May 30, 2025

AT&T 1 Class Counsel
(for AT&T 1 Plaintiffs and the AT&T 1 Settlement Class)

_____
W. Mark Lanier
The Lanier Law Firm
MDL-3114 Lead Counsel
Dated: May 30, 2025

_____
Christopher A. Seeger
MDL-3114 Settlement Chair
Seeger Weiss LLP
Dated: May 30, 2025

AT&T 2 Class Counsel
(for AT&T 2 Plaintiffs and the AT&T 2 Settlement Class)

J. Devlan Geddes
_____
J. Devlan Geddes
Goetz, Geddes & Gardner P.C.
MDL-3126 Co-Lead Counsel
Dated: May 30, 2025

Raphael Graybill
_____
Raph Graybill, P.C.
Graybill Law Firm
MDL-3126 Co-Lead Counsel
Dated: May 30, 2025

John Heenan
John Heenan (May 30, 2025 09:38 MDT)
_____
John Heenan
Heenan & Cook, PLLC
MDL-3126 Co-Lead Counsel
Dated: May 30, 2025

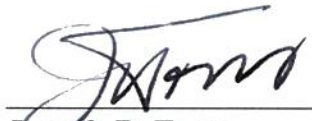
Jason Rathod (May 30, 2025 12:18 EDT)

Jason S. Rathod
Migliaccio & Rathod LLP
MDL-3126 Co-Lead Counsel
Dated: May 30, 2025

Jeffrey Ostrow
Jeffrey Ostrow (May 30, 2025 11:38 EDT)

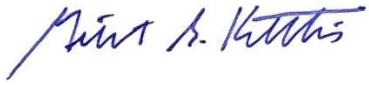
Jeff Ostrow
MDL-3126 Executive Committee and
Settlement Committee Member
Kopelowitz Ostrow P.A.
Dated: May 30, 2025

For AT&T Defendants

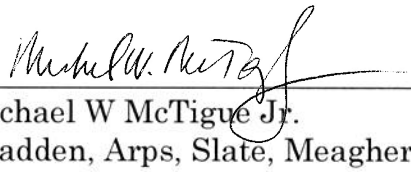


Joseph P. Tocco
Title: AT&T, Senior Vice President and Assistant General Counsel
Dated: May 30, 2025

For AT&T Defendants' Counsel



Gilbert S. Keteltas
BakerHostetler LLP
Dated: May 30, 2025



Michael W McTigue Jr.
Skadden, Arps, Slate, Meagher & Flom LLP
Dated: May 30, 2025

EXHIBIT 1
(EMAIL NOTICE FOR AT&T 1)

From:

To:

Subject: Email Notice of Proposed Class Action Settlement

In Re: AT&T Inc. Customer Data Security Breach Litigation
MDL Docket No. 3:24-md-03114-E

To all living persons in the United States whose Data Elements were included in the AT&T 1 Data Incident that was announced on March 30, 2024, you may be eligible to receive a Settlement Class Member Benefit from a class action Settlement.

Name: <First Name> <Last Name>
Class Member ID: <<RefNum>>
You have been identified as a member of the: <<Settlement Class>>

Why am I receiving this Email Notice? On March 30, 2024, AT&T announced that AT&T-specific fields were contained in a data set released on the dark web ("AT&T 1 Data Incident"). Following AT&T's announcement of the AT&T 1 Data Incident, lawsuits were filed against AT&T in state and federal courts across the country. The lawsuits were consolidated before Judge Ada E. Brown in the Northern District of Texas in June 2024 (captioned *In re AT&T Inc. Customer Data Sec. Breach Litigation*) (the "Action"). Without any admission of liability or wrongdoing, the Parties to the Action have agreed to enter a Settlement. You may be a Settlement Class Member eligible to receive Settlement Class Member Benefits under this Settlement.

Who is a Settlement Class Member?
All living persons in the United States whose Data Elements (some combination of names, addresses, telephone numbers, email addresses, dates of birth, account passcodes, billing account numbers, and Social Security numbers) were included in the AT&T 1 Data Incident, that was announced on March 30, 2024.

What does the Settlement provide? A non-reversionary all cash fund of $149,000,000 is available to pay Settlement Class Members to settle the claims arising from the AT&T 1 Data Incident ("AT&T 1 Settlement Fund").

Settlement Class Members will be eligible to receive: (a) Documented Loss Cash Payments; ***or*** (b) a Tiered Cash Payment. Please visit **[here]** for a full description of the Settlement Class Member Benefits and documentation requirements.

How do I submit a Claim Form for a benefit? You must submit a Claim Form, available at **[here]** to be eligible to receive a benefit. Your completed Claim Form must be submitted online or mailed to the Settlement Administrator at <Mailing caption>, c/o Kroll Settlement Administration LLC, P.O. Box XXXX, New York, NY 10150-XXXX and **postmarked, by [DATE].** You will need the Class Member ID located at the top of this email to submit a Claim.

TO RECEIVE AN ELECTRONIC OR ACH PAYMENT FOR YOUR VALID CLAIM, YOU MUST FILE A CLAIM FORM ONLINE AT WWW.WEBSITE.COM

What are my other options? If you **Do Nothing,** you will be legally bound by the terms of the

Settlement, and you will release your claims against AT&T and all other Released Parties as defined in the Settlement Agreement. You may **Opt-Out** of the Settlement by **[DATE]** or file an **Objection** to the Settlement by **[DATE]**. Please visit **www.website.com** to view the Long Form Notice for more information on how to submit a request to opt-out and exclude yourself from or object to the Settlement.

Do I have a lawyer in this case? Yes, the Court appointed Class Counsel to represent you and other Settlement Class Members. You will not be charged directly for these lawyers; instead, the attorneys' fees and costs, will be paid up to one-third of the AT&T 1 Settlement Fund, plus reimbursement of costs incurred in prosecuting and settling the Action. If you want to be represented by your own lawyer, you may hire one at your own expense.

The Court's Final Approval Hearing. The Court is scheduled to hold a Final Approval Hearing on **[DATE], at [TIME] CT**, to consider whether to approve the Settlement, hear objections, and consider Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards, which are not to exceed $1,500 per Class Representative. You and/or an attorney that you have hired to represent you at your own expense may appear at the hearing, but you don't have to attend.

This Email Notice is only a summary. For more information or to change your address, visit **www.website.com** or call toll-free **(XXX) XXX-XXXX.**

PLEASE DO NOT CONTACT THE COURT, CLERK OF THE COURT OR CLASS COUNSEL FOR INFORMATION ABOUT THE CLASS ACTION SETTLEMENT

Please monitor https://www.website.com/ for updates or call (XXX) XXX-XXXX.

This email was sent to you because you are a Settlement Class Member.| Unsubscribe

Please do not reply to this email, it is sent from an unmonitored mailbox.

EXHIBIT 2
(EMAIL NOTICE FOR AT&T 2)

From:

To:

Subject: Email Notice of Proposed Class Action Settlement

In Re: AT&T Inc. Customer Data Security Breach Litigation
MDL Docket No. 3:24-md-03114-E

To all Account Owners or Line or End Users whose AT&T 2 Data Elements were involved in the AT&T 2 Data Incident that was announced on July l2, 2024, you may be eligible to receive a Settlement Class Member Benefit from a class action Settlement.

Name: <First Name> <Last Name>
Class Member ID: <<RefNum>>
You have been identified as a member of the: <<Settlement Class>>

Why am I receiving this Email Notice? On July 12, 2024, AT&T announced that certain call records of AT&T Account Owners and Line or End Users had been unlawfully downloaded from a third-party cloud platform known as Snowflake ("AT&T 2 Data Incident."). Following AT&T's announcement of the AT&T 2 Data Incident, lawsuits were filed against AT&T in state and federal courts across the country. Those lawsuits were consolidated before Judge Ada E. Brown in the Northern District of Texas in June 2024 (captioned *In re AT&T Inc. Customer Data Sec. Breach Litigation*). Without any admission of liability or wrongdoing, the Parties to the Action have agreed to enter a Settlement. You may be a Settlement Class Member eligible to receive Settlement Class Member Benefits under this Settlement. You are an AT&T 2 Settlement Class Member. There is an AT&T 1 Settlement Class and that refers to individuals who may have been impacted in a separate data incident involving AT&T that occurred earlier. That incident is referred to as the AT&T 1 Data Incident and that action is being settled at the same time as this one.

Who is a Settlement Class Member?
All AT&T Account Owners or Line or End Users whose Data Elements (telephone numbers of current and former AT&T customers, including, but not limited to, Account Owners or Line Users, as well as the telephone numbers with which those customers interacted, counts of those interactions, aggregate call durations for a day or month, and for a small subset of individuals, cell site identification numbers associated with the interactions), were involved in the AT&T 2 Data Incident that was announced on July 12, 2024..

What does the Settlement provide? A non-reversionary all cash fund of $28,000,00 is available to pay Settlement Class Members to settle the claims arising from the AT&T 2 Data Incident ("AT&T 2 Settlement Fund").

All Settlement Class Members will be eligible to receive a Documented Loss Cash Payment of up to $2,500 for all documented losses fairly traceable to the AT&T 2 Data Incident. Alternatively, Account Owners may claim a Tiered Cash Payment, which is a *pro rata* share of cash from the AT&T 2 Net Settlement Fund. Please visit **[here]** for a full description of the Settlement Class Member Benefits and documentation requirements.

How do I submit a Claim Form for a benefit? You must submit a Claim Form, available at **[here]** to be eligible to receive a benefit. Your completed Claim Form must be submitted online or mailed to

the Settlement Administrator at <Mailing caption>, c/o Kroll Settlement Administration LLC, P.O. Box XXXX, New York, NY 10150-XXXX and **postmarked, by [DATE].** You will need the Class Member ID located at the top of this email to submit a Claim.

TO RECEIVE AN ELECTRONIC OR ACH PAYMENT FOR YOUR VALID CLAIM, YOU MUST FILE A CLAIM FORM ONLINE AT WWW.WEBSITE.COM

What are my other options? If you **Do Nothing,** you will be legally bound by the terms of the Settlement, and you will release your claims against the Defendant and all other Released Parties as defined in the Settlement. You may **Opt-Out** of the Settlement by **[DATE]** or file an **Objection** to the Settlement by **[DATE]**. Please visit **www.website.com** to view the Long Form Notice for more information on how to submit a request to opt-out of or object to the Settlement.

Do I have a lawyer in this case? Yes, the Court appointed Class Counsel to represent you and other Settlement Class Members. You will not be charged directly for these lawyers; instead, the attorneys' fees and costs will be paid up to one-third of the AT&T 2 Settlement Fund, plus reimbursement of costs incurred in prosecuting and settling the Action. If you want to be represented by your own lawyer, you may hire one at your own expense.

The Court's Final Approval Hearing. The Court is scheduled to hold a Final Approval Hearing on **[DATE], at [TIME] CT**, to consider whether to approve the Settlement, hear objections, determine if the Settlement is fair, and consider Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards, which are not to exceed $1,500 per Class Representative. You and/or an attorney that you have hired to represent you at your own expense may appear at the hearing, but you don't have to attend.

This Email Notice is only a summary. For more information or to change your address, visit **www.website.com** or call toll-free **(XXX) XXX-XXXX.**

PLEASE DO NOT CONTACT THE COURT, CLERK OF THE COURT OR CLASS COUNSEL FOR INFORMATION ABOUT THE CLASS ACTION SETTLEMENT

Please monitor https://www.website.com/ for updates or call (XXX) XXX-XXXX.

This email was sent to you because you are a Settlement Class Member.| Unsubscribe

Please do not reply to this email, it is sent from an unmonitored mailbox.

EXHIBIT 3
(EMAIL NOTICE FOR OVERLAP)

From:

To:

Subject: Email Notice of Proposed Class Action Settlement

In Re: AT&T Inc. Customer Data Security Breach Litigation
MDL Docket No. 3:24-md-03114-E

To all living persons in the United States whose Data Elements were included in the AT&T 1 Data Incident and Account Owners or Line or End Users whose Data Elements were included in the AT&T 2 Data Incident that were announced on March 30, 2024, and on July 12, 2024, respectively you may be eligible to receive a Settlement Class Member Benefits from a class action Settlement.

Name: <First Name> <Last Name>
Class Member ID: <<RefNum>>
You have been identified as a member of the: <<Settlement Class>>

Why am I receiving this Email Notice? On March 30, 2024, AT&T announced that AT&T-specific fields were contained in a data set released on the dark web ("AT&T 1 Data Incident"). Following AT&T's announcement of the AT&T 1 Data Incident, lawsuits were filed against AT&T in state and federal courts across the country. The lawsuits were consolidated before Judge Ada E. Brown in the Northern District of Texas in June 2024 (captioned *In re AT&T Inc. Customer Data Sec. Breach Litigation*). On July 12, 2024, AT&T announced a second data incident where certain limited data had been illegally downloaded from an AT&T workspace on a third-party cloud platform hosted by Snowflake, Inc. ("AT&T 2 Data Incident"). Following AT&T's announcement of the AT&T 2 Data Incident, lawsuits were filed against AT&T in state and federal courts across the country. The lawsuits were consolidated before Judge Brian Morris in the District of Montana (captioned *In re Snowflake Data Breach Litigation*). The Parties in the lawsuits concerning both the AT&T 1 Data Incident and the AT&T 2 Data Incident (together, "Actions") agreed in March 2025 to settle the Actions together in the Northern District of Texas before Judge Ada E. Brown. On May 30, 2025, the AT&T 1 Plaintiffs and AT&T 2 Plaintiffs filed the Consolidated Class Action Complaint against AT&T, asserting claims that arose out of the Data Incidents. Without any admission of liability or wrongdoing, the Parties to the Action have agreed to enter a Settlement. You may be a Settlement Class Member eligible to receive Settlement Class Member Benefits under this Settlement.

Who is a Settlement Class Member?
All living persons in the United States whose Data Elements (which include some combination of names, addresses, telephone numbers, email addresses, dates of birth, account passcodes, billing account numbers, and Social Security numbers) were included in the AT&T 1 Data Incident that was announced on March 30, 2024; and All AT&T Account Owners or Line or End Users whose AT&T 2 Data Elements (telephone numbers of current and former AT&T customers, including, but not limited to, Account Owners or Line Users, as well as the telephone numbers with which those customers interacted, counts of those interactions, aggregate call durations for a day or month, and for a small subset of individuals, cell site identification numbers associated with the interactions), were involved in the AT&T 2 Data Incident that was announced on July 12, 2024.

What does the Settlement provide? A non-reversionary all cash fund of $149,000,000 is available to pay Settlement Class Members to settle the claims arising from the AT&T 1 Data Incident ("AT&T 1 Settlement Fund"). A non-reversionary all cash fund of $28,000,000 is available to pay Settlement

Class Members to settle the claims arising from the AT&T 2 Data Incident ("AT&T 2 Settlement Fund").

Settlement Class Members will be eligible to receive: (a) Documented Loss Cash Payments; ***or*** (b) Tiered Cash Payments. Please visit **[here]** for a full description of the Settlement Class Member Benefits available to you.

How do I submit a Claim Form for a benefit? You must submit a Claim Form, available at **[here]** to be eligible to receive a benefit. Your completed Claim Form must be submitted online or mailed to the Settlement Administrator at <Mailing caption>, c/o Kroll Settlement Administration LLC, P.O. Box XXXX, New York, NY 10150-XXXX and **postmarked, by [DATE].** You will need the Class Member ID located at the top of this email to submit a Claim.

TO RECEIVE AN ELECTRONIC OR ACH PAYMENT FOR YOUR VALID CLAIM, YOU MUST FILE A CLAIM FORM ONLINE AT WWW.WEBSITE.COM

What are my other options? If you **Do Nothing,** you will be legally bound by the terms of the Settlement, and you will release your claims against the Defendants and all other Released Parties as defined in the Settlement Agreement. You may **Opt-Out** of the Settlement by **[DATE]** or file an **Objection** to the Settlement by **[DATE]**. Please visit **www.website.com** to view the Long Form Notice for more information on how to submit a request to opt-out and exclude yourself from or object to the Settlement.

Do I have a lawyer in this case? Yes, the Court appointed Class Counsel to represent you and other Settlement Class Members. You will not be charged directly for these lawyers; instead, the attorneys' fees and costs, will be paid up to one-third of the Settlement Funds, plus reimbursement of costs incurred in prosecuting and settling the Actions. If you want to be represented by your own lawyer, you may hire one at your own expense.

The Court's Final Approval Hearing. The Court is scheduled to hold a Final Approval Hearing on **[DATE], at [TIME] CT**, to consider whether to approve the Settlement, hear objections, determine if the Settlement is fair, and consider Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards, which are not to exceed $1,500 per Class Representative. You and/or an attorney that you have hired to represent you at your own expense may appear at the hearing, but you don't have to attend.

This Email Notice is only a summary. For more information or to change your address, visit **www.website.com** or call toll-free **(XXX) XXX-XXXX.**

PLEASE DO NOT CONTACT THE COURT, CLERK OF THE COURT OR CLASS COUNSEL FOR INFORMATION ABOUT THE CLASS ACTION SETTLEMENT

Please monitor https://www.website.com/ for updates or call (XXX) XXX-XXXX.

This email was sent to you because you are a Settlement Class Member.| Unsubscribe

Please do not reply to this email, it is sent from an unmonitored mailbox.

EXHIBIT 4
(POSTCARD NOTICE FOR AT&T 1)

<Mailing caption>
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

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

ELECTRONIC SERVICE REQUESTED

Notice of Proposed Settlement of Class Action

In Re: AT&T Inc. Customer Data Security Breach Litigation
MDL Docket No. 3:24-md-03114-E

If you are a living person in the United States whose Data Elements were included in the AT&T 1 Data Incident, announced on March 30, 2024, you are eligible to receive a Settlement Cash Member Benefit from a class action Settlement.

For more information, visit,
www.website.com

<<Refnum Barcode>>

CLASS MEMBER ID: <<Refnum>>

Postal Service: Please do not mark barcode

[FIRST NAME] [LAST NAME]
[COMPANY]
[ADDRESS 1]
[ADDRESS 2]
[CITY] [STATE] [ZIP][ZIP4]

What is this about? On March 30, 2024, AT&T announced that AT&T-specific fields were contained in a data set released on the dark web ("AT&T 1 Data Incident"). Following AT&T's announcement of the AT&T 1 Data Incident, lawsuits were filed against AT&T in state and federal courts across the country. The lawsuits were consolidated before Judge Ada E. Brown in the Northern District of Texas in June 2024 (*In re AT&T Inc. Customer Data Sec. Breach Litigation*, the "Action"). The Parties to the Action have agreed to enter a Settlement. Defendants do not acknowledge, admit to, or concede any of the allegations, and deny any fault or liability, or any charges of wrongdoing that have been or could have been asserted.

Who is a Settlement Class Member? You are an AT&T 1 Settlement Class member if you are a living person in the United States whose Data Elements were included in the AT&T 1 Data Incident that was announced on March 30, 2024.

What are the benefits? AT&T has agreed to make available a non-reversionary all cash fund of $149,000,000 to pay: (i) Settlement Administration Costs, (ii) Service Awards approved by the Court, (iii) any amounts approved by the Court for Attorneys' Fees and Costs, and (iv) applicable taxes, if any. All AT&T 1 Settlement Class Members may make a Claim for:

- **Documented Loss Cash Payment** – Each AT&T 1 Settlement Class Member can seek a payment for documented losses that occurred in 2019 or later of up to $5,000 per AT&T 1 Settlement Class Member, upon presentation of documented losses fairly traceable to the AT&T 1 Data Incident; **OR**
- **Cash Payment –** Instead of a Documented Loss Cash Payment, an AT&T 1 Settlement Class Member is eligible to make a Claim for a Tier 1 OR Tier 2 Cash Payment, which is a pro rata share of the AT&T 1 Net Settlement Fund, thea amount of which depends upon which Tier you are in and the number of Valid Claims filed. For more information, visit the Settlement website [URL].

How to make a claim? To receive benefits from the Settlement, you must submit a Claim Form online at **[URL]** by **[date]** or by mail postmarked by **[date]** and mailed to the Settlement Administrator's address below.

What are my other rights?

- Do nothing: If you do nothing, you remain in the Settlement. You give up your rights to sue, but you will not get any money or benefits; you must submit a Claim Form to get money or benefits.
- Exclude yourself: You can get out of the Settlement and keep your right to sue about the claims in these Actions, but you will not get any money or benefits from the Settlement. You must submit a request for exclusion to the Settlement Administrator by **[date]**.
- Object: You can stay in the Settlement but tell the Court why you think the Settlement should not be approved. Objections must be submitted by **[date]**. Detailed instructions on how to file a Claim Form, exclude yourself, or object are on the Settlement Website at **[URL]**. The Court will hold the Final Approval Hearing on **[date]** at **[time]** to consider whether to approve the Settlement, hear objections, determine if the Settlement is fair, and consider Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards, which are not to exceed $1,500 per Class Representative. You may attend the hearing, but you don't have to.

This is only a summary. For additional information, including a copy of the Settlement Agreement, Long-Form Notice, and other documents, or to update your address, visit **[URL]** or call **[phone]**. You may also contact the Settlement Administrator at **<Mailing caption>,** c/o Kroll Settlement Administration LLC, P.O. Box XXXX, New York, NY 10150-XXXX.

Postage Required

<Mailing caption>
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

<<Barcode>>

Class Member ID: <<Refnum>>

VISIT THE SETTLEMENT WEBSITE BY SCANNING THE PROVIDED QR CODE

POSTCARD CLAIM FORM

To submit a claim for a Tier 1 Cash Payment or Tier 2 Cash Payment, please complete the below form, sign, and mail this portion of the postcard to the Settlement Administrator by no later than **[DATE** *Note*: Claims for Documented Loss Cash Payments require supporting documentation and therefore must be submitted online at www.website.com or mailed to the Settlement Administrator with a separate Claim Form.

Class Member ID: <<refnum>>
<<firstname>> <<lastname>>
<<Company>>
<<address1>> <<address2>>
<<City>>, <<State>> <<Zip>>

If different than the preprinted data on the left, please print your correct information:

First Name MI Last Name

Address

City State Zip Code

Email Address: _____@_____

☐ **Pro Rata Cash Payment**

Yes, I choose a *pro rata* Cash Payment, instead of a Documented Loss Cash Payment, based on the Settlement Class I am in and wish to Claim the *pro rata* Cash Payment I am eligible for.

SIGN AND DATE YOUR CLAIM FORM

I attest that the information supplied in this Claim Form by the undersigned is true and correct to the best of my recollection. I understand that I may be asked to provide supplemental information by the Claims Administrator before my claim will be considered complete and valid.

Signature:_____ Print Name:_____ Date (mm/dd/yy): ____/____/____

DEADLINE TO RETURN [DATE]

EXHIBIT 5
(POSTCARD NOTICE FOR OVERLAP)

<Mailing caption>
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

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

ELECTRONIC SERVICE REQUESTED

Notice of Proposed Settlement of Class Action

In Re: AT&T Inc. Customer Data Security Breach Litigation
MDL Docket No. 3:24-md-03114-E

If you are a living person in the United States whose Data Elements were included in the AT&T 1 and AT&T 2 Data Incidents, announced on March 30 and July 12, 2024, respectively, you are eligible to receive Settlement Cash Member Benefits from a class action Settlement.

For more information, visit, www.website.com

<<Refnum Barcode>>

CLASS MEMBER ID: <<Refnum>>

Postal Service: Please do not mark barcode

[FIRST NAME] [LAST NAME]
[COMPANY]
[ADDRESS 1]
[ADDRESS 2]
[CITY] [STATE] [ZIP][ZIP4]

3:24-cv-00757-L Document 283-1 Filed 05/30/25 Page 83 of 147 PageID

What is this about? On March 30, 2024, AT&T announced that AT&T-specific fields were contained in a data set released on the dark web ("AT&T 1 Data Incident"). Following AT&T's announcement of the AT&T 1 Data Incident, lawsuits were filed against AT&T in state and federal courts across the country. The lawsuits were consolidated before Judge Ada E. Brown in the Northern District of Texas in June 2024 (*In re AT&T Inc. Customer Data Sec. Breach Litigation*). On July 12, 2024, AT&T announced a second data incident where certain limited data had been illegally downloaded from an AWS workspace on a third-party cloud platform hosted by Snowflake, Inc. ("AT&T 2 Data Incident"). Lawsuits were consolidated before Judge Brian Morris in the District of Montana in October 2024 and captioned *In Re Snowflake, Inc. Data Breach Litigation*, MDL Docket No. 3:24-md-3126. The Parties to both Actions have agreed to enter a Settlement in the Northern District of Texas 2024 (*In re AT&T Inc. Customer Data Sec. Breach Litigation*). Defendants do not acknowledge, admit to, or concede any of the allegations, and deny any fault or liability, or any charges of wrongdoing that have been or could have been asserted.

Who is a Settlement Class Member? You are an AT&T 1 and AT&T 2 Settlement Class member if you are a living person in the United States whose Data Elements were included in the AT&T 1 and AT&T 2 Data Incidents that were announced on March 30 and July 12, 2024, respectively.

What are the benefits? AT&T has agreed to make available a non-reversionary all cash fund of $149,000,000 and a non-reversionary $28,000,000 all cash payment to pay: (i) Settlement Administration Costs, (ii) Service Awards approved by the Court, (iii) any amounts approved by the Court for Attorneys' Fees and Costs, and (iv) applicable taxes, if any out of the respective funds. All AT&T 1 and AT&T 2 Settlement Class Members may make a Claim for:

- **Documented Loss Cash Payment** – Each AT&T 1 Settlement Class Member can seek a payment for documented losses that occurred in 2019 or later of up to $5,000 upon presentation of documented losses fairly traceable to the AT&T 1 Data Incident and each AT&T 2 Settlement Class Member can seek a payment for up to $2,500.00 for losses that occurred on or after April 14, 2024 that are fairly traceable to the AT&T 2 Data Incident upon presentation of documented losses fairly traceable to the AT&T 2 Data Incident; **OR**
- **Cash Payment** – Instead of a Documented Loss Cash Payment, Settlement Class Members are eligible to make a Claim for a Tiered Cash Payment, which is a *pro rata* share of the AT&T 1 Net Settlement Fund, the amount of which depends upon which Tier you are in and the number of Valid Claims filed. For more information, visit the Settlement website [URL].

How to make a claim? To receive benefits from the Settlement, you must submit a Claim Form online at **[URL]** by **[date]** or by mail postmarked by **[date]** and mailed to the Settlement Administrator's address below.

What are my other rights?

- Do nothing: If you do nothing, you remain in the Settlement. You give up your rights to sue, but you will not get any money or benefits; you must submit a Claim Form to get money or benefits.
- Exclude yourself: You can get out of the Settlement and keep your right to sue about the claims in these Actions, but you will not get any money or benefits from the Settlement. You must submit a request for exclusion to the Settlement Administrator by **[date]**.
- Object: You can stay in the Settlement but tell the Court why you think the Settlement should not be approved. Objections must be submitted by **[date]**. Detailed instructions on how to file a Claim Form, exclude yourself, or object are on the Settlement Website at **[URL]**. The Court will hold the Final Approval Hearing on **[date]** at **[time]** to consider whether to approve the Settlement, hear objections, determine if the Settlement is fair, and consider Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards, which are not to exceed $1,500 per Class Representative. You may attend the hearing, but you don't have to.

This is only a summary. For additional information, including a copy of the Settlement Agreement, Long-Form Notice, and other documents, or to update your address, visit **[URL]** or call **[phone]**. You may also contact the Settlement Administrator at **<Mailing caption>**, c/o Kroll Settlement Administration LLC, P.O. Box XXXX, New York, NY 10150-XXXX.

Postage Required

<Mailing caption>
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

<<Barcode>>

Class Member ID: <<Refnum>>

VISIT THE SETTLEMENT WEBSITE BY SCANNING THE PROVIDED QR CODE

POSTCARD CLAIM FORM

To submit a claim for a Tiered Cash Payment, please complete the below form, sign, and mail this portion of the postcard to the Settlement Administrator by no later than **[DATE** *Note*: Claims for Documented Loss Cash Payments require supporting documentation and therefore must be submitted online at www.website.com or mailed to the Settlement Administrator with a separate Claim Form.

Class Member ID: <<refnum>>
<<firstname>> <<lastname>>
<<Company>>
<<address1>> <<address2>>
<<City>>, <<State>> <<Zip>>

If different than the preprinted data on the left, please print your correct information:

First Name MI Last Name

Address

City State Zip Code

Email Address: _____@_____

☐ Yes, I choose a *pro rata* Cash Payment, instead of a Documented Loss Cash Payment, based on the Settlement Class I am in and wish to Claim the *pro rata* Cash Payment I am eligible for.

Pro Rata Cash Payment

SIGN AND DATE YOUR CLAIM FORM

I attest that the information supplied in this Claim Form by the undersigned is true and correct to the best of my recollection. I understand that I may be asked to provide supplemental information by the Claims Administrator before my claim will be considered complete and valid.

Signature:_____ Print Name:_____ Date (mm/dd/yy): ____/____/____

DEADLINE TO RETURN [DATE]

EXHIBIT 6
(LONG FORM NOTICE)

NOTICE OF PROPOSED CLASS LITIGATION SETTLEMENT

United States District Court for the Northern District of Texas

In Re: AT&T Inc. Customer Data Security Breach Litigation
MDL Docket No. 3:24-md-03114-E

A Court has authorized this Long-Form Notice ("Notice"). This is not a solicitation from a lawyer.

IF YOU ARE A PERSON IN THE UNITED STATES WHOSE DATA ELEMENTS WERE INCLUDED IN THE AT&T 1 DATA INCIDENT THAT WAS ANNOUNCED ON MARCH 30, 2024 AND/OR ARE AN ACCOUNT OWNER OR LINE OR END USER WHOSE DATA ELEMENTS WERE INVOLVED IN THE AT&T 2 DATA INCIDENT THAT WAS ANNOUNCED ON JULY 12, 2024, YOU MAY BE ELIGIBLE TO RECEIVE SETTLEMENT CLASS MEMBER BENEFITS FROM A CLASS ACTION SETTLEMENT.

On March 30, 2024, AT&T announced that AT&T-specific fields were contained in a data set released on the dark web ("AT&T 1 Data Incident"). Following AT&T's announcement of the AT&T 1 Data Incident, lawsuits were filed against AT&T in state and federal courts across the country. The lawsuits were consolidated before Judge Ada E. Brown in the Northern District of Texas in June 2024 and captioned, *In re AT&T Inc. Customer Data Sec. Breach Litigation*, MDL Docket No. 3:24-md-03114-E.

Then, on July 12, 2024, AT&T announced a second data incident where certain limited data had been illegally downloaded from an AT&T workspace on a third-party cloud platform hosted by Snowflake, Inc. ("AT&T 2 Data Incident"). Following AT&T's announcement of the AT&T 2 Data Incident, lawsuits were filed against various entities including AT&T entities. The lawsuits were consolidated before Judge Brian Morris in the District of Montana in October 2024 and captioned *In Re Snowflake, Inc. Data Breach Litigation*, MDL Docket No. 3:24-md-3126.

The Parties in the lawsuits concerning both the AT&T 1 Data Incident and the AT&T 2 Data Incident (together, "Actions") agreed in March 2025 to settle the Actions together in the Northern District of Texas before Judge Ada E. Brown. On May 30, 2025, the AT&T 1 Plaintiffs and AT&T 2 Plaintiffs filed the Consolidated Class Action Complaint against AT&T, asserting claims that arose out of the Data Incidents.

The Parties now agree to settle the Actions entirely, without any admission of liability or wrongdoing.

Who is a Settlement Class Member? There are two Settlement Classes:

1) **AT&T 1 Settlement Class:** All living persons in the United States whose Data Elements (which include some combination of names, addresses, telephone numbers, email addresses, dates of birth, account passcodes, billing account numbers, and Social Security numbers) were included in the AT&T 1 Data Incident, announced on March 30, 2024; AND

2) **AT&T 2 Settlement Class:** AT&T Account Owners or Line or End Users whose AT&T 2 Data Elements were involved in the AT&T 2 Data Incident. AT&T 2 Data Elements means telephone numbers of current and former AT&T customers, including, but not limited to, Account Owners or Line Users, which may have been accessible in the AT&T 2 Data Incident, along with the telephone numbers with which those customers interacted, counts of those interactions, aggregate call durations for a day or month, and for a small subset of individuals, one or more cell site identification numbers associated with the interactions.

Settlement Class Members will be eligible to receive Settlement Class Member Benefits based on the

Settlement Class(es) they are in:

- **AT&T 1 Settlement Class:**

  All AT&T 1 Settlement Class Members are eligible for either a **Documented Loss Cash Payment** or a **Tier 1 or Tier 2 Cash Payment** as follows:

  - **Documented Loss Cash Payment** – Each AT&T 1 Settlement Class Member may submit a Claim for a Documented Loss Cash Payment of **up to $5,000** for losses that occurred in 2019 or later, upon presentation of documentation that the losses are fairly traceable to the AT&T 1 Data Incident; **OR**

  - **Tier Cash Payment** – As an alternative to a Documented Loss Cash Payment, each AT&T 1 Settlement Class Member may submit a Claim for a Tier Cash Payment. A Tier Cash Payment is a *pro rata* share of the AT&T 1 Net Settlement Fund cash (the funds left after payment of Settlement Administration Costs, Attorneys' Fees, Costs, and Service Awards). There are two types of Tier Cash Payments (Tier 1 Cash Payment and Tier 2 Cash Payment) and your eligibility for one or the other is based on whether you are a Tier 1 Settlement Class Member or a Tier 2 Settlement Class Member.

    - **Tier 1 Cash Payment –** An AT&T 1 Settlement Class Member who had their Social Security Number ("SSN") included in the AT&T 1 Data Incident (also known as a "Tier 1 Settlement Class Member"), is eligible to make a Claim for a Tier 1 Cash Payment. Tier 1 Cash Payments shall be five (5) times the amount of a Tier 2 Cash Payment;

    - **Tier 2 Cash Payment –** An AT&T 1 Settlement Class Member who had their Data Elements included in the AT&T 1 Data Incident, but not their SSN, is eligible to make a Claim for a Tier 2 Cash Payment.

      The Amount of the Net Settlement available for Settlement Class Member distribution is unknown at this time and will be based upon the amount of the Settlement Administration Costs, the amount of attorneys' fees, costs, and Service Awards, and the number of Valid Claims received from Settlement Class Members.

- **AT&T 2 Settlement Class:**

  All AT&T 2 Settlement Class Members are eligible for a **Documented Loss Cash Payment,** and some Settlement Class Members may alternatively choose a **Tier 3 Cash Payment**.

  - **Documented Loss Cash Payment** – Each AT&T 2 Settlement Class Member may submit a Claim for a Documented Loss Cash Payment of **up to $2,500** per AT&T 2 Settlement Class Member for losses that occurred on or after April 14, 2024, upon presentation of documentation that the losses are fairly traceable to the AT&T 2 Data Incident**.** Account Owners may submit Claims for themselves and on behalf of their End or Line Users.

  - **Tier 3 Cash Payment –** As an alternative to a Documented Loss Cash Payment, Account Owners may submit a Claim for a Tier 3 Cash Payment. A Tier 3 Cash Payment is a *pro rata* share of the AT&T 2 Net Settlement Fund cash (the funds left after payment of Settlement Administration Costs, Attorneys' Fees, Costs, and Service Awards). The Amount of the Net Settlement available for Settlement Class Member distribution is unknown at this time and will be based upon the amount of the Settlement Administration Costs, the amount of attorneys' fees, costs, and

Service Awards, and the number of Valid Claims received from Settlement Class Members.

- **Overlap Settlement Class Member:** An Overlap Settlement Class Member is eligible for Settlement Class Member Benefits as both an AT&T 1 Settlement Class Member and an AT&T 2 Settlement Class Member. If claiming for a Documented Loss Cash Payment for the AT&T 1 Data Incident and a Documented Loss Cash Payment for the AT&T 2 Data Incident, **the documentation for each Documented Loss Cash Payment must be unique**, meaning a Settlement Class Member may only use the information supporting a Documented Loss Cash Payment once.

To obtain more information, visit **www.website.com** or call (XXX) XXX-XXXX**.**

Please read this Notice carefully. Your legal rights will be affected, and you have a choice to make at this time.

	Summary of Legal Rights	Deadline(s)
Submit a Claim Form	The only way to receive a Settlement Class Member Benefit from the Settlement.	Submitted or postmarked on or before **<<Claim Deadline>>.**
Exclude Yourself by Opting-Out of the Class	Receive no Settlement Class Member Benefit from the Settlement. This is the only option that allows you to keep your right to bring any other lawsuit against Defendants relating to the Actions.	Mailed and postmarked on or before **<<Opt-Out Deadline>>.**
Object to the Settlement and/or Attend the Final Approval Hearing	You can write the Court about why you agree or disagree with the Settlement and/or the Application/s for Attorneys' Fees, Costs, and Service Awards. You can also ask to speak at the Final Approval Hearing on **<<Final Approval Hearing date>> at <<Time>> a.m. CT** about the fairness of the Settlement, with or without your own attorney.	Mailed and postmarked on or before **<<Objection Deadline>>.**
Do Nothing	You will not receive any Settlement Class Member Benefits from this class action Settlement. If the Settlement becomes final, you will give up your rights to sue Defendants (or any Released Parties) separately for claims relating to the Actions or to continue to pursue any such claims you have already filed.	N/A

- Your rights and options as a Settlement Class Member – **and the deadlines to exercise your rights** – are explained in this Notice.
- The Court will still have to decide whether to approve the Settlement. Settlement Class Member Benefits to Settlement Class Members will be made only if the Court approves the Settlement and after any possible appeals are resolved.

What This Notice Contains

Basic Information **5**

Who is in the Settlement **6**

The Settlement Benefits—What You Get if You Qualify **6**

How Do You Submit a Claim **8**

Excluding Yourself from the Settlement **9**

Objecting to the Settlement **10**

The Lawyers Representing You **11**

The Court's Final Approval Hearing **12**

If You Do Nothing **12**

Additional Information **13**

BASIC INFORMATION

1. Why is there a Notice?

The Court authorized this Notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to grant Final Approval and make the Settlement final. This Notice explains the nature of the lawsuit that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

The Honorable Judge Ada E. Brown of the United States District Court for the Northern District of Texas is overseeing this case captioned as *In re: AT&T Inc. Customer Data Security Breach Litigation,* MDL Docket No. 3:24-md-03114-E. The people who brought the lawsuit are called the Class Representatives. The entities being sued—AT&T Inc., AT&T Mobility LLC, AT&T Corporation, DirecTV, LLC, AT&T Services, Inc., and Cricket Wireless LLC—are called the Defendants.

2. What are the Actions about?

On March 30, 2024, AT&T announced that AT&T-specific fields were contained in a data set released on the dark web ("AT&T 1 Data Incident"). Following AT&T's announcement of the AT&T 1 Data Incident, lawsuits were filed against AT&T in state and federal courts across the country. The lawsuits were consolidated before Judge Ada E. Brown in the Northern District of Texas in June 2024 and captioned, *In re AT&T Inc. Customer Data Sec. Breach Litigation,* MDL Docket No. 3:24-md-03114-E.

Then, on July 12, 2024, AT&T announced a second data incident where certain limited data had been illegally downloaded from an AT&T workspace on a third-party cloud platform hosted by Snowflake, Inc. (" AT&T 2 Data Incident"). Following AT&T's announcement of the AT&T 2 Data Incident, lawsuits were filed against various entities including AT&T entities. The lawsuits were consolidated before Judge Brian Morris in the District of Montana in October 2024 and captioned In Re Snowflake, Inc. Data Breach Litigation, MDL Docket No. 3:24-md-3126.

The Parties in both the AT&T 1 Data Incident and the AT&T 2 Data Incident (the "Actions") agreed in March 2025 to settle both of the Data Incidents together in the Northern District of Texas with Judge Ada E. Brown. On May 30, 2025, the AT&T 1 Plaintiffs and AT&T 2 Plaintiffs filed the Consolidated Class Action Complaint against AT&T, asserting claims that arose out of the Data Incidents.

3. Why is this a class action?

In a class action, one or more people—referred to as "Class Representatives"—file a lawsuit bringing claims on behalf of all people who have similar claims. Together, these people are referred to as a "Settlement Class," and the individuals in the Settlement Class are called "Settlement Class Members." One court resolves the claims for all Settlement Class Members, except for those who individuals who choose to exclude themselves (also known as opt-out) from the Settlement Class.

4. Why is there a Settlement?

The Court has not decided in favor of the Class Representatives or Defendants. Instead, both sides have agreed to this Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to Settlement Class Members. The Settlement Class Representatives appointed to represent the Settlement Class, and the attorneys for the Settlement Class (also referred to as "Class Counsel") believe the Settlement is in the best interests of all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are a Settlement Class Member if you are in the AT&T 1 Settlement Class or the AT&T 2 Settlement Class as defined below:

1) **AT&T 1 Settlement Class:** You are a living person in the United States whose Data elements were included in the AT&T 1 Data Incident that was announced on March 30, 2024. AT&T 1 Data Elements include some combination of names, addresses, telephone numbers, email addresses, dates of birth, account passcodes, billing account numbers, and Social Security numbers.

   Excluded from the AT&T 1 Settlement Class are (a) AT&T, any entity in which AT&T has a controlling interest, and AT&T's officers, directors, legal representatives, successors, subsidiaries, and assigns; (b) any judge, justice, or judicial officer presiding over this Action, and the members of their immediate families and judicial staff; (c) any persons who have Released Claims relating to the AT&T 1 Data Incident and/or the AT&T 1 Action prior to Final Approval; and (d) any persons who timely opt-out of the AT&T 1 Settlement Class.

Or

2) **AT&T 2 Settlement Class:** You are an AT&T Account Owner or Line or End User whose AT&T 2 Data Elements were involved in the AT&T 2 Data Incident that was announced on or about July 12, 2024. "AT&T 2 Data Elements" means telephone numbers of current and former AT&T customers, including, but not limited to, Account Owners or Line Users, which may have been accessible in the AT&T 2 Data Incident, along with the telephone numbers with which those customers interacted, counts of those interactions, aggregate call durations for a day or month, and for a small subset of individuals, one or more cell site identification numbers associated with the interactions.

   Excluded from the AT&T 2 Settlement Class are (a) AT&T, any entity in which AT&T has a controlling interest, and AT&T's officers, directors, legal representatives, successors, subsidiaries, and assigns; (b) any judge, justice, or judicial officer presiding over this Action, and the members of their immediate families and judicial staff; (c) any persons who have Released Claims relating to the AT&T 2 Data Incident and/or the AT&T 2 Action prior to Final Approval; and (d) any persons who timely opt-out of the AT&T 2 Settlement Class;

Settlement Class Members are in both the AT&T 1 Settlement Class and the AT&T 2 Settlement Class and are known in this Settlement as "Overlap Settlement Class Members."

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call (XXX) XXX-XXXX with questions. You may also write with questions to:

<<Mailing Caption>>
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

THE SETTLEMENT BENEFITS–WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

AT&T agreed to make available two (2) Settlement Funds to pay Cash Payments to Settlement Class Members, Settlement Administration Costs to the Settlement Administrator, any Court-awarded attorneys' fees and costs to Class Counsel, and any court-awarded Service Awards to the Class Representatives.

The AT&T 1 Settlement Fund is a non-reversionary $149,000,000 all cash fund that AT&T has agreed to pay or cause to be paid to settle all claims related to the AT&T 1 Data Incident.

The AT&T 2 Settlement Fund is a non-reversionary $28,000,000 all cash payment that AT&T has agreed to pay or cause to be paid to settle all claims related to the AT&T 2 Data Incident.

Settlement Class Members will be eligible to receive Settlement Class Member Benefits based on the Settlement Class(es) they are in:

- **AT&T 1 Settlement Class:**

  All AT&T 1 Settlement Class Members are eligible for either a **Documented Loss Cash Payment** or a **Tier 1 or Tier 2 Cash Payment** as follows:

  - **Documented Loss Cash Payment** – Each AT&T 1 Settlement Class Member may Claim payment for losses that occurred in 2019 or later of **up to $5,000**, upon presentation of documentation that the losses are fairly traceable to the AT&T 1 Data Incident;
    - To receive a Documented Loss Cash Payment, claiming Settlement Class Members must elect Documented Loss Cash Payment on the Claim Form attesting under penalty of perjury to incurring documented losses. Claiming Settlement Class Members will be required to submit reasonable documentation supporting the losses. Such losses must have been incurred on or after the date of the applicable Data Incident through the date of Claim submission and must be fairly traceable to the AT&T 1 Data Incident. Reasonable documentation can include receipts or other documentation not self-prepared by the Claimant that documents the costs incurred.
    - Self-prepared documents such as handwritten receipts, accountings, statements, declarations, and/or affidavits prepared by the Settlement Class Member are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or to support other submitted documentation.
  - **OR**
  - **Tier Cash Payment** – As an alternative to a Documented Loss Cash Payment, each AT&T 1 Settlement Class Member may submit a Claim for a Tier Cash Payment. A Tier Cash Payment is a *pro rata* share of the AT&T 1 Net Settlement Fund cash (the

funds left after payment of Settlement Administration Costs, Attorneys' Fees, Costs, and Service Awards). There are two types of Tier Cash Payments (Tier 1 Cash Payment and Tier 2 Cash Payment) and your eligibility for one or the other is based on whether you are a Tier 1 Settlement Class Member or a Tier 2 Settlement Class Member.

- **Tier 1 Cash Payment –** An AT&T 1 Settlement Class Member who had their Social Security Number ("SSN") included in the AT&T 1 Data Incident (also known as a "Tier 1 Settlement Class Member"), is eligible to make a Claim for a Tier 1 Cash Payment. Tier 1 Cash Payments shall be five (5) times the amount of a Tier 2 Cash Payment;
- **Tier 2 Cash Payment –** Instead of a Documented Loss Cash Payment, an AT&T 1 Settlement Class Member who had their Data Elements included in the AT&T 1 Data Incident, but not their SSN, is eligible to make a Claim for a Tier 2 Cash Payment.

  The Amount of the Net Settlement available for Settlement Class Member distribution is unknown at this time and will be based upon the amount of the Settlement Administration Costs, the amount of attorneys' fees, costs, and Service Awards, and the number of Valid Claims received from Settlement Class Members.

❖ **AT&T 2 Settlement Class:**

All AT&T 2 Settlement Class Members are eligible for a **Documented Loss Cash Payment** and some Settlement Class Members may alternatively choose a **Tier 3 Cash Payment**.

➢ **Documented Loss Cash Payment** – Each AT&T 2 Settlement Class Member may submit a Claim for a Documented Loss Cash Payment of **up to $2,500** for losses that occurred on or after April 14, 2024, upon presentation of documentation that the losses are fairly traceable to the AT&T 2 Data Incident.

- To receive a Documented Loss Cash Payment, claiming Settlement Class Members must elect Documented Loss Cash Payment on the Claim Form attesting under penalty of perjury to incurring documented losses. Claiming Settlement Class Members will be required to submit reasonable documentation supporting the losses. Such losses must have been incurred on or after the date of the applicable Data Incident through the date of Claim submission and must be fairly traceable to the AT&T 2 Data Incident. Reasonable documentation can include receipts or other documentation not self-prepared by the Claimant that documents the costs incurred.
- Self-prepared documents such as handwritten receipts, accountings, statements, declarations, and/or affidavits prepared by the Settlement Class Member are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or to support other submitted documentation.

➢ **Tier 3 Cash Payment –** As an alternative to a Documented Loss Cash Payment, Account Owners may submit a Claim for a Tier 3 Cash Payment. A Tier 3 Cash Payment is a *pro rata* share of the AT&T 2 Net Settlement Fund cash (the funds left after payment of Settlement Administration Costs, Attorneys' Fees, Costs, and Service Awards). The Amount of the Net Settlement available for Settlement Class Member distribution is unknown at this time and will be based upon the amount of the Settlement Administration Costs, the amount of attorneys' fees, costs, and

Service Awards, and the number of Valid Claims received from Settlement Class Members.

- **Overlap Settlement Class Member:** An Overlap Settlement Class Member is eligible for Settlement Class Member Benefits as both an AT&T 1 Settlement Class Member and an AT&T 2 Settlement Class Member. If claiming for a Documented Loss Cash Payment for the AT&T 1 Data Incident and a Documented Loss Cash Payment for the AT&T 2 Data Incident, **the documentation for each Documented Loss Cash Payment must be unique**, meaning a Settlement Class Member may only use the information supporting a Documented Loss Cash Payment once.

The AT&T1 Net Settlement Fund means the amount of funds that remain in the AT&T 1 Settlement Fund after funds are paid from the AT&T 1 Settlement Fund for the following: (i) Settlement Administration Costs incurred pursuant to the Settlement Agreement, (ii) any Service Awards approved by the Court, (iii) any amounts approved by the Court for Attorneys' Fees and Costs, and (iv) applicable taxes, if any. Similarly, the AT&T2 Net Settlement Fund means the amount of funds that remain in the AT&T 2 Settlement Fund after funds are paid from the AT&T 2 Settlement Fund for the following: (i) Settlement Administration Costs incurred pursuant to the Settlement Agreement, (ii) any Service Awards approved by the Court, (iii) any amounts approved by the Court for Attorneys' Fees and Costs, and (iv) applicable taxes, if any.

Cash Payments will be a *pro rata* distribution from the applicable Net Settlement Fund and based on the number of Valid Claims. The Settlement Administrator will first pay approved Claims for Documented Loss Payments out of the respective Net Settlement Funds. Thereafter, the amount of the Net Settlement Funds remaining after all Documented Loss Payments are applied (up to $25,000,000 for AT&T 1) shall be distributed by the Settlement Administrator on a *pro rata* basis to claimants.

AT&T 1 Settlement Class Members who submit a Valid Claim will receive a *pro rata* distribution from the AT&T 1 Net Settlement Fund. AT&T 1 Tier 1 Settlement Class Members who submit a Valid Claim shall receive five (5) times more than AT&T 1 Tier 2 Settlement Class Members out of the AT&T 1 Settlement Fund.

AT&T 2 Settlement Class Members who submit a Valid Claim will receive a *pro rata* distribution from the AT&T 2 Net Settlement Fund.

HOW DO YOU SUBMIT A CLAIM?

8. How do I get a Settlement Class Member Benefit?

To receive a Settlement Class Member Benefit, you must complete and submit a Claim Form online at www.website.com or by mail to <<*Mailing Caption*>>, c/o Kroll Settlement Administration LLC, P.O. Box XXXX, New York, NY 10150-XXXX. Read the Claim Form instructions carefully, fill out the Claim Form and submit online by **<<Claim Deadline>>** or by mail postmarked by **<<Claim Deadline>>**.

TO RECEIVE AN ELECTRONIC OR ACH PAYMENT FOR YOUR VALID CLAIM, YOU MUST FILE A CLAIM FORM ONLINE AT WWW.WEBSITE.COM

9. When will I get my Settlement Class Member Benefit?

The Court will hold a Final Approval Hearing on **<<Date>>, at <<Time>> a.m. CT** to decide whether to approve the Settlement. You do not need to attend the Final Approval Hearing. If the Court approves the Settlement, there may be appeals from that decision and resolving them can take time. It also takes time for all of the Claim Forms to be processed. Please be patient. Settlement Class Member Benefits will begin after the Settlement has obtained Court approval and the time for all appeals has expired.

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

Defendants and its affiliates will receive a release from all claims that could have been or that were brought against Defendants relating to the Data Incidents. Thus, if the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue Defendants, the entire AT&T Inc. family of companies, including any of AT&T Inc.'s current, former, and future: parents, subsidiaries, divisions, and affiliated companies (including DirecTV, LLC), whether indirect or direct, as well as these entities' respective predecessors, successors, assigns, representatives, officers, agents, directors, employees, contractors, vendors (including Snowflake, Inc.), insurers, reinsurers, shareholders, advisors, consultants, attorneys, wholesalers, resellers, the distributors, service providers, and retailers; and Snowflake Inc., and its present and former parents, subsidiaries, divisions, departments, worldwide affiliates, predecessors, successors and assigns, and any and all of their past, present, and future directors, officers, executives, officials, principals, stockholders, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, clients, customers, data owners, associated third Parties, predecessors, successors and assigns. It is understood that if a Released Party is not a party to the Settlement Agreement, all such Released Parties are intended third-party beneficiaries of the Settlement Agreement and may enforce the Settlement Agreement as if they were parties to the Settlement Agreement. This release is described in Section XVI of the Settlement Agreement, known as Releases, which is available at **www.website.com.** If you have any questions, you can talk to the law firms listed in Question 16 for free or you can talk to your own lawyer.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of the Settlement, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as "opting-out" of the Settlement Class.

11. If I exclude myself, can I get a benefit from this Settlement?

No. If you exclude yourself, you will not be entitled to receive any benefits from the Settlement.

12. If I do not exclude myself, can I sue the Released Parties for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendants and any other Released Parties for any claim that could have been or was brought relating to the Data Incidents. You must exclude yourself from the Settlement to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

13. How do I exclude myself from the Settlement?

To exclude yourself, send a request for exclusion or written notice of intent to opt-out that says you want to be excluded from the Settlement. The letter requesting exclusion must contain (a) the Settlement Class Member's full legal name; (b) the Settlement Class Member's address, all AT&T telephone number(s) involved in the AT&T 1 Data Incident or the AT&T 2 Data Incident and current telephone number, and email address; (c) the identity of the Settlement Class Member's counsel, if represented; (d) a handwritten "wet" signature of the Settlement Class Member; (e) the name and number of the case; (f) if the individual

is a former AT&T customer the Settlement Class Member's AT&T account number(s) or an attestation that the former customer is unable to obtain their AT&T account number(s); and (g) a statement clearly indicating the individual wishes to be excluded from the Settlement Class for the purposes of the Settlement. You must mail your request for exclusion to the Settlement Administrator postmarked by **<<Opt-Out Deadline>>**, to:

<<Mailing Caption>>
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

Requests for exclusion must be made on an individual basis and request exclusion only for that one individual whose personal signature appears on the request; "mass," "class," or other purported group opt-outs, or opt-outs signed by counsel, are not permitted and are not effective.

Any individual in the Settlement Classes who does not timely and validly request to opt out shall be bound by the terms of the Settlement Agreement even if he or she does not submit a Valid Claim, and even if he or she has pending, or subsequently initiates, litigation, arbitration, or any other proceeding against Defendants relating to the Released Claims. Individuals in the Settlement Classes who timely and validly opt out of the Settlement do not release their individual claims and will not obtain any benefits under the Settlement.

OBJECTING TO THE SETTLEMENT

14. How do I object to the Settlement?

You can tell the Court that you do not agree with the Settlement, and/or the Application/s for Attorneys' Fees, Costs, and Service Awards or some part of it by objecting to the Settlement. Objections must be mailed to the Clerk of the Court, to Class Counsel, Defendants' Counsel, and the Settlement Administrator by mail, with a postmark date **no later than** **<<Objection Deadline>>**, to the following addresses:

Clerk of the Court	**Settlement Administrator**
<<Address>>	<<Mailing Caption>> c/o Kroll Settlement Administration LLC P.O. Box XXXX New York, NY 10150-XXXX
Class Counsel	**Defendant's Counsel**
AT&T 1 Class Counsel: Mark Lanier **Lanier Law Firm** 10940 W. Sam Houston Pkwy N. Suite 100 Houston, TX 77064 mark.lanier@lanierlawfirm.com Chris Seeger Shauna Itri	Gilbert Keteltas Lisa Ghannoum **BakerHostetler LLP** Suite 1100 1050 Connecticut Ave., NW Washington, DC 20036 Michael McTigue Jr. Meredith Slawe

Seeger Weiss LLP 55 Challenger Rd 6th floor, Ridgefield Park, NJ 07660 cseeger@seegerweiss.com sitri@seegerweiss.com **AT&T 2 Class Counsel:** Jeff Ostrow **Kopelowitz Ostrow P.A.** 1 West Las Olas Blvd., Ste. 500 Fort Lauderdale, FL 33301 ostrow@kolawyers.com Jason Rathod **Migliaccio & Rathod LLP** 412 H Street NE, Ste. 302-B Washington, DC 20002 jrathod@classlawdc.com	**Skadden, Arps, Slate, Meagher & Flom LLP** One Manhattan West New York, NY 10001

For an objection to be considered by the Court, the objection must state:

1) the objector's full name, mailing address, all AT&T telephone number(s), current telephone number; and for former AT&T customers all AT&T account number(s), and email address (if any) or an attestation that the former customer is unable to obtain their AT&T account number(s) or email address (if any);
2) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
3) the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
4) the identity of all counsel who represent the objector, including (1) any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (2) a description of the counsel's legal background and prior experience in connection with class action litigation; (3) a statement regarding whether fees to be sought will be calculated on the basis of a lodestar, contingency, or other method; (4) an estimate of the amount of fees to be sought; (5) the factual and legal justification for any fees to be sought; (6) the number of hours already spent by the counsel; and (7) an estimate of the hours to be spent in the future; and the attorney's hourly rate.
5) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
6) the identity of all counsel (if any) representing the objector who will appear at the Final Approval

Hearing;

7) four dates between the deadline for objections and a date two weeks before the Final Approval Hearing, during which the objector is available to be deposed by counsel for the Parties;
8) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
9) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
10) the objector's signature (an attorney's signature is not sufficient).

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

Objecting is telling the Court that you do not like the Settlement or parts of it and why you do not think it should be approved. You can object only if you are a Settlement Class Member. Excluding yourself or opting-out is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any payment from the Settlement. If you exclude yourself, you have no basis to object because you are no longer a Settlement Class Member, and the case no longer affects you.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. AT&T 1 Class Counsel means Mark Lanier, Chris Seeger, Shauna Itri, Jean Martin, James Cecchi, and Sean Modjarrad, and AT&T 2 Class Counsel means Devlan Geddes, John Heenan, Raph Graybill, Jeff Ostrow, and Jason Rathod, as Class Counsel to represent the Settlement Class. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

AT&T 1 Class Counsel and AT&T 2 Class Counsel shall apply, separately or jointly (upon agreement by Class Counsel), to the Court for an award of attorneys' fees expressed as a percentage of the total value conferred by the Settlement on the Settlement Classes of up to one-third of the respective Settlement Funds, plus reimbursement of costs incurred in prosecuting and settling the Actions.

Class Counsel shall apply to the Court for Service Awards for the Class Representatives not to exceed $1,500 per individual, in recognition of his contributions to these Actions. The Service Awards approved by the Court shall be paid out of the respective Action's Settlement Fund.

THE COURT'S FINAL APPROVAL HEARING

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

The Court may hold a Final Approval Hearing at **<<Time>> CT on <<Date>>**, at the <<Court Address>>, Room ___ as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, the Court will consider them. The Court will also rule on any motion seeking payment of reasonable attorneys' fees and expenses for Class Counsel, as well as Service Awards for the Class Representatives. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice.

19. Do I have to attend the hearing?

No. Class Counsel will represent the Settlement Class before the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 14, the Court will consider it.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file an objection according to the instructions in Question 14, including all the information required.

IF YOU DO NOTHING

21. What happens if I do nothing?

If you do nothing, you will not receive any benefits from this Settlement. If the Settlement is granted Final Approval and becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or the other Released Parties based on any claim that could have been or that was brought relating to the Data Incidents.

ADDITIONAL INFORMATION

22. How do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at **www.website.com**. You may also call the Settlement Administrator with questions or to receive a Claim Form at (XXX) XXX-XXXX.

23. What if my contact information changes or I no longer live at my address?

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below, by calling toll-free **(XXX) XXX-XXXX** or at the Contact section of the Settlement Website.

<<Mailing Caption>>
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

PLEASE DO NOT CONTACT THE COURT, CLERK OF THE COURT OR DEFENDANTS FOR INFORMATION ABOUT THE CLASS ACTION SETTLEMENT

EXHIBIT 7
(CLAIM FORM FOR AT&T 1)

Your Claim must be submitted online or postmarked by: <<Claim Deadline>>

CLAIM FORM FOR AT&T DATA INCIDENT

In Re: AT&T Inc. Customer Data Security Breach Litigation
MDL Docket No. 3:24-md-03114-E
United States District Court for the Northern District of Texas

AT&T-C

GENERAL INSTRUCTIONS

You are a Settlement Class Member if you are a living person in the United States whose Data Elements were included in the AT&T 1 Data Incident that was announced on March 30, 2024. You may submit a Claim for a Settlement Class Member Benefit, outlined below.

Please refer to the Long-Form Notice posted on the Settlement Website **www.Website.com**, for more information on submitting a Claim Form and whether you qualify as a Settlement Class Member.

To receive a Settlement Class Member Benefit from this Settlement via an electronic payment, you must submit the Claim Form below electronically at www.Website.com by <<Claim Deadline>>.

This Claim Form may also be 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:

<Mailing Caption>
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

Settlement Class Members under the Settlement Agreement will be eligible to receive one of the following Settlement Class Member Benefits:

- **Documented Loss Cash Payment** – Each Settlement Class Member may submit a claim for a Documented Loss Cash Payment of **up to $5,000** for losses that occurred in 2019 or later, *upon presentation of documented losses* fairly traceable to the AT&T 1 Data Incident. **OR**
- **Tiered Cash Payment –** Instead of a Documented Loss Cash Payment, Settlement Class Members may make a Claim for a Cash Payment based on the following:
  - **Tier 1 Cash Payment –** An AT&T 1 Settlement Class Member who had their Social Security number (SSN) included in the AT&T 1 Data Incident, is eligible to make a Claim for a Tier 1 Cash Payment. A Tier 1 Cash Payment consists of a *pro rata* share of the AT&T 1 Net Settlement Fund. Tier 1 Cash Payments shall be five (5) times the amount of a Tier 2 Cash Payment;
  - **Tier 2 Cash Payment –** An AT&T 1 Settlement Class Member who had Data Elements included in the AT&T 1 Data Incident, but not their SSN, is eligible to make a Claim for a Tier 2 Cash Payment. A Tier 2 Cash Payment consists of a *pro rata* share of the AT&T 1 Net Settlement Fund.

I. PAYMENT SELECTION

If you would like to elect to receive your Settlement Class Member Benefit through electronic transfer, please visit the Settlement Website and timely file your Claim Form. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

II. SETTLEMENT 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 Claim Form.

_____ _____

First Name **Last Name**

_____

Address 1

_____

Address 2

_____ ___ ___ ___ ___ ___ ___ ___

City **State** **Zip Code**

Email Address: _____@_____

III. PROOF OF DATA BREACH SETTLEMENT CLASS MEMBERSHIP

☐ Check this box to certify that you are a living person in the United States whose Data Elements were included in the AT&T 1 Data Incident that was announced on March 30, 2024.

Enter the Class Member ID Number provided on your Email Notice:

Class Member ID: 0 0 0 0 0 ___ ___ ___ ___ ___ ___ ___ ___

IV. TIERED CASH PAYMENT

Instead of receiving a Documented Loss Cash Payment, Settlement Class Members may elect to receive a *pro rata* Tiered Cash Payment.

- **Tier 1 Cash Payment –** If your Social Security Number was included in the AT&T 1 Data Incident, you are eligible to make a Claim for a Tier 1 Cash Payment. A Tier 1 Cash Payment consists of a *pro rata* share of the AT&T 1 Net Settlement Fund. Tier 1 Cash Payments shall be five (5) times the amount of a Tier 2 Cash Payment;
- **Tier 2 Cash Payment –** If you had Data Elements included in the AT&T 1 Data Incident, but not your SSN, you are eligible to make a Claim for a Tier 2 Cash Payment. A Tier 2 Cash Payment consists of a *pro rata* share of the AT&T 1 Net Settlement Fund;

☐ Yes, I choose a *pro rata* Tiered Cash Payment.

V. DOCUMENTED LOSS CASH PAYMENTS

Skip this section if you are submitting for a Cash Payment only.

Each Settlement Class Member can seek payment for documented losses of up to $5,000 that occurred in 2019 or later, upon presentation of documented losses fairly traceable to the Data Incident.

To receive a Documented Loss Cash Payment, Settlement Class Members must elect Documented Loss Cash Payment on the Claim Form attesting under penalty of perjury to having incurred documented losses. Claiming Settlement Class Members will be required to submit reasonable documentation supporting the losses. Such losses must have been incurred in 2019 or later through the date of Claim submission and incurred as a result of the AT&T 1 Data Incident. Reasonable documentation can include receipts or other documentation not self-prepared by the Claimant that documents the costs incurred.

Self-prepared documents such as handwritten receipts, accountings, statements, declarations, and/or affidavits prepared by the Settlement Class Member are, by themselves, insufficient for reimbursement, but may be considered alongside other submitted documentation.

☐ I have attached documentation showing that the documented ordinary losses were more likely than not caused by the AT&T 1 Data Incident.

Cost Type (Fill all that apply)	**Approximate Date of Documented Loss**	**Amount of Documented Loss**	**Description of Supporting Reasonable Documentation** (Identify what you are attaching and why)
Example: Identity Theft Protection Service	0 7/17/2 0 (mm/dd/yy)	$50.00	Copy of identity theft protection service bill
	___/___ ___/___ ___ (mm/dd/yy)	$_____.____	
	___ ___/___ ___/___ ___ (mm/dd/yy)	$_____.____	
	___ ___/___ ___/___ ___ (mm/dd/yy)	$_____.____	

VI. ATTESTATION & SIGNATURE

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

_____ ____ ____ / ____ ____ / ____ ____ ____ ____

Signature Date

_____

Print Name

EXHIBIT 8
(CLAIM FORM FOR AT&T 2)

Your Claim must be submitted online or postmarked by: <<Claim Deadline>>

CLAIM FORM FOR AT&T DATA INCIDENT

In Re: AT&T Inc. Customer Data Security Breach Litigation
MDL Docket No. 3:24-md-03114-E
United States District Court for the Northern District of Texas

AT&T-C

GENERAL INSTRUCTIONS

You are a Settlement Class Member if you are a person in the United States whose Data Elements were included in the AT&T 2 Data Incident that was announced on July 12, 2024. You may submit a Claim for a Settlement Class Member Benefit, outlined below.

Please refer to the Long-Form Notice posted on the Settlement Website **www.Website.com**, for more information on submitting a Claim Form and if you part of a Settlement Class.

To receive a Settlement Class Member Benefit from this Settlement via an electronic payment, you must submit the Claim Form below electronically at www.Website.com by <<Claim Deadline>>.

This Claim Form may also be 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:

<Mailing Caption>
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

Documented Losses Cash Payment: All AT&T 2 Settlement Class Members will be eligible to submit a Claim for a Documented Loss Cash Payment for up to $2,500.00. To receive a Documented Loss Cash Payment, Settlement Class Members must submit documentation supporting losses that occurred on or after April 14, 2024, that are fairly traceable to the AT&T 2 Data Incident. Account Owners are permitted to submit Claims for themselves and on behalf of any of their Line or End Users.

Tiered Cash Payment: Instead of a Documented Loss Cash Payment, Account Owners may submit a Claim for a Tiered Cash Payment, which is a *pro rata* cash share of the AT&T 2 Settlement Fund.

➢ .

I. PAYMENT SELECTION

If you would like to elect to receive your Settlement Class Member Benefit through electronic transfer, please visit the Settlement Website and timely file your Claim Form. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

II. SETTLEMENT 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 Claim Form.

_____ _____

First Name **Last Name**

_____

Address 1

_____

Address 2

_____ ___ ___ ___ ___ ___ ___ ___

City **State** **Zip Code**

Email Address: _____@_____

III. PROOF OF DATA BREACH SETTLEMENT CLASS MEMBERSHIP

☐ Check this box to certify that you are an AT&T Account Owner or Line or End User whose Data Elements were involved in the AT&T 2 Data Incident that was announced on July 12, 2024.

Enter the Class Member ID Number provided on your Email Notice:

Class Member ID: 0 0 0 0 0 ___ ___ ___ ___ ___ ___ ___ ___

IV. DOCUMENTED LOSS CASH PAYMENTS

Skip this section if you are submitting for a Cash Payment only.

Each Settlement Class Members can seek payment for documented losses of up to $2,500 for losses that occurred on April 14, 2024 or later, upon presentation of documented losses fairly traceable to the AT&T 2 Data Incident.

To receive a Documented Loss Cash Payment, Settlement Class Members must elect Documented Loss Cash Payment on the Claim Form attesting under penalty of perjury to having incurred documented losses. Claiming Settlement Class Members will be required to submit reasonable documentation supporting the losses. Such losses must have been incurred between April 14, 2024, and the date of Claim submission, and incurred as a result of the AT&T 2 Data Incident. Reasonable documentation can include receipts or other documentation not self-prepared by the Claimant that documents the costs incurred.

Self-prepared documents such as handwritten receipts, accountings, statements, declarations, and/or affidavits prepared by the Settlement Class Member are, by themselves, insufficient for reimbursement, but may be considered alongside other submitted documentation.

☐ I have attached documentation showing that the documented ordinary losses were more likely than not caused by the AT&T 2 Data Incident.

Cost Type (Fill all that apply)	**Approximate Date of Documented Loss**	**Amount of Documented Loss**	**Description of Supporting Reasonable Documentation** (Identify what you are attaching and why)
Example: Identity Theft Protection Service	0 7/17/2 0 (mm/dd/yy)	$50.00	Copy of identity theft protection service bill
	___/___ ___/___ ___ (mm/dd/yy)	$_____.____	
	__ ___/___ ___/___ ___ (mm/dd/yy)	$_____.____	
	__ ___/___ ___/___ ___ (mm/dd/yy)	$_____.____	

V. TIERED CASH PAYMENT

If you are an Account Owner, instead of receiving a Documented Loss Cash Payment, you may elect to receive a *pro rata* Tiered Cash Payment.

Tier 3 Cash Payment – If you are an Account Owner who had Data Elements included in the AT&T 2 Data Incident, you are eligible to make a Claim for a Tier 3 Cash Payment. A Tier3 Cash Payment consists of a *pro rata* share of the AT&T 2 Net Settlement Fund.

☐ Yes, I choose a *pro rata* Tiered Cash Payment.

VI. ATTESTATION & SIGNATURE

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

_____ ____ ____ / ____ ____ / ____ ____ ____ ____
Signature Date

_____
Print Name

Questions? Go to www.Website.com or call toll-free (XXX) XXX-XXXX.

EXHIBIT 9
(CLAIM FORM FOR OVERLAP)

Your Claim must be submitted online or postmarked by: <<Claim Deadline>>

CLAIM FORM FOR AT&T DATA INCIDENT

In Re: AT&T Inc. Customer Data Security Breach Litigation
MDL Docket No. 3:24-md-03114-E
United States District Court for the Northern District of Texas

AT&T-C

GENERAL INSTRUCTIONS

You are a Settlement Class Member if you are a living person in the United States whose Data Elements were included in the AT&T 1 and AT&T 2 Data Incidents that was announced on March 30, 2024, and July 12, 2024, respectively. You may submit a Claim for Settlement Class Member Benefits, outlined below.

Please refer to the Long-Form Notice posted on the Settlement Website **www.Website.com**, for more information on submitting a Claim Form and whether you qualify as a Settlement Class Member.

To receive a Settlement Class Member Benefit from this Settlement via an electronic payment, you must submit the Claim Form below electronically at www.Website.com by <<Claim Deadline>>.

This Claim Form may also be 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:

<Mailing Caption>
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

Documented Loss Cash Payment – You may submit claims for a Documented Loss Cash Payment of **up to $5,000** for losses that occurred in 2019 or later, *upon presentation of documented losses* fairly traceable to the AT&T 1 Data Incident; and you may also submit a Claim form for **up to $2,500** for losses that occurred on or after April 14, 2024, that are fairly traceable to the AT&T 2 Data Incident. Account Owners are permitted to submit Claims for themselves and on behalf of any of their Line or End Users. If the Line or End User also submits a Claim, the Line or End User's Claim will be the Valid Claim. If you are submitting a Claim for documented losses for both Data Incidents, the documentation for each Documented Loss Cash Payment must be unique; a Settlement Class Member may only use information supporting a Documented Loss Cash Payment once. **OR**

Tiered Cash Payment – Instead of a Documented Loss Cash Payment, you may make a Claim for a Cash Payment based on the following:

- **Tier 1 Cash Payment –** An AT&T 1 Settlement Class Member who had their Social Security number (SSN) included in the AT&T 1 Data Incident, is eligible to make a Claim for a Tier 1 Cash Payment. A Tier 1 Cash Payment consists of a *pro rata* share of the AT&T 1 Net Settlement Fund. Tier 1 Cash Payments shall be five (5) times the amount of a Tier 2 Cash Payment; **OR**
- **Tier 2 Cash Payment –** An AT&T 1 Settlement Class Member who had Data Elements included in the AT&T 1 Data Incident, but not their SSN, is eligible to make a Claim for a Tier 2 Cash Payment. A Tier 2 Cash Payment consists of a *pro rata* share of the AT&T 1 Net Settlement Fund.

AND

Questions? Go to www.Website.com or call toll-free (XXX) XXX-XXXX.

➢ **Tier 3 Cash Payment -** Account Owners may submit a Claim for a Tiered Cash Payment, which is a *pro rata* cash share of the AT&T 2 Net Settlement Fund.

I. PAYMENT SELECTION

If you would like to elect to receive your Settlement Class Member Benefit through electronic transfer, please visit the Settlement Website and timely file your Claim Form. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

II. SETTLEMENT 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 Claim Form.

_____ _____

First Name **Last Name**

_____

Address 1

_____

Address 2

_____ ___ ___ ___ ___ ___ ___ ___

City **State** **Zip Code**

Email Address: _____@_____

III. PROOF OF DATA BREACH SETTLEMENT CLASS MEMBERSHIP

☐ Check this box to certify that you are a living person in the United States whose Data Elements were included in the AT&T 1 Data Incident and an Account Owner or Line or End User whose Data Elements were included in the AT&T 2 Data Incident that were announced on March 30, 2024 and on or about July 12, 2024, respectively.

Enter the Class Member ID Number provided on your Email Notice:

Class Member ID: 0 0 0 0 0 ___ ___ ___ ___ ___ ___ ___ ___

IV. TIERED CASH PAYMENT

Instead of receiving a Documented Loss Cash Payment, you may elect to receive a *pro rata* Tiered Cash Payment.

- **Tier 1 Cash Payment –** If your Social Security Number was included in the AT&T 1 Data Incident, you are eligible to make a Claim for a Tier 1 Cash Payment. A Tier 1 Cash Payment consists of a *pro rata* share of the AT&T 1 Net Settlement Fund. Tier 1 Cash Payments shall be five (5) times the amount of a Tier 2 Cash Payment; OR
- **Tier 2 Cash Payment –** If you had Data Elements included in the AT&T 1 Data Incident, but not your SSN, you are eligible to make a Claim for a Tier 2 Cash Payment. A Tier 2 Cash Payment

consists of a *pro rata* share of the AT&T 1 Net Settlement Fund; AND

- **Tier 3 Cash Payment –** If you are an Account Owner who had Data Elements included in the AT&T 2 Data Incident, you are eligible to make a Claim for a Tier 3 Cash Payment. A Tier3 Cash Payment consists of a *pro rata* share of the AT&T 2 Net Settlement Fund.

☐ Yes, I choose a *pro rata* Tiered Cash Payment.

V. DOCUMENTED LOSS CASH PAYMENTS

Skip this section if you are submitting for a Cash Payment only.

Each Settlement Class Member can seek payment for a Documented Loss Cash Payment of **up to $5,000** for losses that occurred in 2019 or later, *upon presentation of documented losses* fairly traceable to the AT&T 1 Data Incident and for **up to $2,500.00** for losses that occurred on or after April 14, 2024, that are fairly traceable to the AT&T 2 Data Incident. Account Owners are permitted to submit Claims for themselves and on behalf of any of their Line or End Users. If the Line or End User also submits a Claim, the Line or End User's Claim will be the Valid Claim. If you are submitting a Claim for documented losses for both Data Incidents, the documentation for each Documented Loss Cash Payment must be unique; a Settlement Class Member may only use information supporting a Documented Loss Cash Payment once.

To receive a Documented Loss Cash Payment, Settlement Class Members must elect Documented Loss Cash Payment on the Claim Form attesting under penalty of perjury to having incurred documented losses. Claiming Settlement Class Members will be required to submit reasonable documentation supporting the losses. Such losses must have been incurred in 2019 or later for the AT&T 1 Data Incident and on or later than April 14, 2024, for the AT&T 2 Data Incident through the date of Claim submission and incurred as a result of the Data Incidents. Reasonable documentation can include receipts or other documentation not self-prepared by the Claimant that documents the costs incurred.

Self-prepared documents such as handwritten receipts, accountings, statements, declarations, and/or affidavits prepared by the Settlement Class Member are, by themselves, insufficient for reimbursement, but may be considered alongside other submitted documentation.

☐ I have attached documentation showing that the documented ordinary losses were more likely than not caused by the AT&T 1 and/or AT&T 2 Data Incidents.

Cost Type (Fill all that apply)	**Approximate Date of Documented Loss**	**Amount of Documented Loss**	**Description of Supporting Reasonable Documentation** (Identify what you are attaching and why)
Example: Identity Theft Protection Service	0 7/17/2 0 (mm/dd/yy)	$50.00	Copy of identity theft protection service bill

Cost Type (Fill all that apply)	**Approximate Date of Documented Loss**	**Amount of Documented Loss**	**Description of Supporting Reasonable Documentation** (Identify what you are attaching and why)
	___/___ ___/___ ___ (mm/dd/yy)	$_____.____	
	__ ___/___ ___/___ ___ (mm/dd/yy)	$_____.____	
	__ ___/___ ___/___ ___ (mm/dd/yy)	$_____.____	

VI. ATTESTATION & SIGNATURE

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

_____ ____ ____ / ____ ____ / ____ ____ ____ ____
Signature Date

_____
Print Name

EXHIBIT 10
(PRELIMINARY APPROVAL ORDER)

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

IN RE: AT&T INC. CUSTOMER DATA SECURITY BREACH LITIGATION	Case No. 3:24-cv-00757-E
This Document Relates to All Cases	MDL DOCKET NO. 3:24-md-03114-E

[PROPOSED] PRELIMINARY APPROVAL ORDER

WHEREAS, this Action[1] is a putative class action before this Court;

WHEREAS, Plaintiffs, individually, and on behalf of the proposed Settlement Classes, and AT&T have entered into the Settlement Agreement, which is subject to review and approval by the Court under Federal Rule of Civil Procedure 23, and which, together with its exhibits, provides for a complete dismissal on the merits and with prejudice of the claims asserted in the Action against AT&T should the Court grant Final Approval of the Settlement;

WHEREAS, Plaintiffs filed an unopposed motion requesting entry of an order to: (1) conditionally certify the Settlement Classes; (2) appoint Plaintiffs as Class Representatives; (3) appoint W. Mark Lanier, Chris Seeger, Shauna Itri, Jean Martin, James Cecchi, and Sean Modjarrad as AT&T 1 Class Counsel, and J. Devlan Geddes, Raph Graybill, John Heenan, Jeff Ostrow, and Jason S. Rathod as AT&T 2

[1] The capitalized terms herein have the same meanings as those defined in Section II of the Settlement Agreement, a copy of which is attached to the Motion for Preliminary Approval as *Exhibit A*.

Class Counsel; (4) preliminarily approve the Settlement; (5) approve the Notice Program and Notices and direct that Notice be sent to the Settlement Classes; (6) approve the Claim Form and Claims Process; (7) approve the Settlement's opt-out and objection procedures; (8) appoint Kroll Settlement Administration, LLC, as the Settlement Administrator; (9) stay all deadlines in the Action pending Final Approval of the Settlement; (10) enjoin and bar all members of the Settlement Classes from initiating or continuing in any litigation or arbitration or asserting any claims against AT&T and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision to grant Final Approval of the Settlement; and (11) set a date for the Final Approval Hearing; and

WHEREAS, the Court having reviewed the Motion along with the Settlement and its exhibits, finds that substantial and efficient grounds exist for entering this Preliminary Approval Order granting the relief requested.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. **Settlement Class Certification:** Pursuant to Federal Rules of Civil Procedure Rules 23(a), 23(b)(3), and 23(e), and for purposes of settlement only, the Action is hereby preliminarily certified as a class action on behalf of the following Settlement Classes

The AT&T 1 Settlement Class consists of:

> [A]ll living persons in the United States whose AT&T 1 Data Elements were included in the AT&T 1 Data Incident.

Excluded from the AT&T 1 Settlement Class are (a) AT&T, any entity in which AT&T has a controlling interest, and AT&T's officers, directors, legal representatives, successors, subsidiaries, and assigns; (b) any judge, justice, or judicial officer presiding over this Action, and the members of their immediate families and judicial staff; (c) any persons who have Released Claims relating to the AT&T 1 Data Incident and/or the AT&T 1 Action prior to Final Approval; and (d) any persons who timely opt out of the AT&T 1 Settlement Class.

The AT&T 2 Settlement Class is defined as:

> AT&T Account Owners or Line or End Users whose AT&T 2 Data Elements were involved in the AT&T 2 Data Incident.

Excluded from the AT&T 2 Settlement Class are (a) AT&T, any entity in which AT&T has a controlling interest, and AT&T's officers, directors, legal representatives, successors, subsidiaries, and assigns; (b) any judge, justice, or judicial officer presiding over this Action, and the members of their immediate families and judicial staff; (c) any persons who have Released Claims relating to the AT&T 2 Data Incident and/or the AT&T 2 Action prior to Final Approval; and (d) any persons who timely opt-out of the AT&T 2 Settlement Class.

2. **Settlement Class Findings:** The Court finds, for purposes of settlement only, and without any adjudication on the merits, that the prerequisites for certifying the Action as a class action under Federal Rules of Civil Procedure

23(a), 23(b)(3), and 23(e) have been satisfied, and that the Court will likely certify at the Final Approval stage the Settlement Classes.

3. As to Rule 23(a), the Court finds that: (a) the number of Settlement Class Members is so numerous that joinder is impracticable; (b) there are questions of law and fact common to the Settlement Classes; (c) the claims of the proposed Class Representatives are typical of the claims of the Settlement Classes; and (d) the proposed Class Representatives and Class Counsel have and will fairly and adequately represent the interests of the Settlement Classes.

4. As to Rule 23(b)(3), the Court finds that questions of law and fact common to the Settlement Classes predominate over any questions affecting individual members. Also, a class action is superior to other available methods for fairly and efficiently adjudicating the Action taking into consideration: (i) the lack of evidence of any intent among the Settlement Class Members to individually control the prosecution of separate actions; (ii) the small value of the claims of many of the individual Settlement Class Members making the pursuit of individual actions cost prohibitive for most Settlement Class Members; and (iv) the similarity of the Settlement Class Members' claims involving substantially identical proofs. *See* Fed. R. Civ. P. 23(b)(3).

5. **Preliminary Approval of the Settlement:** The Court hereby preliminarily approves the Settlement, as embodied in the Agreement, as being fair,

reasonable, and adequate, and in the best interest of the named Plaintiffs and the Settlement Classes, subject to further consideration at the Final Approval Hearing to be conducted as described below. The Court finds the Agreement meets the considerations set forth in Rule 23(e)(2) and the Fifth Circuit's *Reed* factors.

6. Pursuant to Fed. R. Civ. P. 23(e), the terms of the Settlement Agreement (and the Settlement provided for therein) are preliminarily approved and likely to be approved at the Final Approval Hearing because:

> (A)the class representatives and class counsel have adequately represented the Settlement Classes;
> (B) the proposal was negotiated at arm's length;
> (C) the relief provided for the class is fair, reasonable, and adequate, taking into account:
> (i) the costs, risks, and delay of trial and appeal;
> (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
> (iii) the terms of any proposed award of attorneys' fees, including timing of payment; and
> (iv) any agreement made in connection with the proposal; and
> (D) the proposal treats class members equitably relative to each other.

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

7. The Court also preliminarily finds the Settlement is fair, reasonable, and adequate considering the factors set forth in *Reed v. Gen. Motors Corp.*, 703 F.2d 170, 172 (5th Cir. 1983): (1) existence of fraud or collusion behind the settlement; (2) complexity, expense, and likely duration of the litigation; (3) stage of the proceedings and the amount of discovery completed; (4) probability of

plaintiffs' success on the merits; (5) range of possible recovery; and (6) opinions of class counsel, class representatives, and absent class members. The last *Reed* factor is best addressed after the Settlement Class Members receive Notice of the Settlement.

8. **Settlement Funds:** The Settlement provides for two non-reversionary Settlement Funds consisting of: (a) $149,000,000 in cash for the benefit of the AT&T 1 Settlement Class; and (b) $28,000,000 in cash for the benefit of the AT&T 2 Settlement Class. The Settlement Funds will be used to pay for each class' respective Settlement Class Member Benefits; Settlement Administration Costs; any Court-approved attorneys' fees and costs to Class Counsel; and any Court-approved Service Awards to Plaintiffs for serving as Class Representatives. The Settlement Funds will be created and funded subject to the terms of the Settlement.

9. **Appointment of Class Representatives and Class Counsel:** The Court hereby finds and concludes pursuant to Fed. R. Civ. P. 23(a)(4), and for purposes of settlement only, that Plaintiffs are adequate class representatives and appoints them as Class Representatives for the Settlement Classes.

10. In appointing class counsel, Federal Rule of Civil Procedure 23(g) requires the Court to consider (1) the work counsel have done in identifying or investigating potential claims in the action, (2) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action,

(3) counsel's knowledge of applicable law, and (4) the resources counsel will commit to representing the class. Fed. R. Civ. P. 23(g)(1)(A). The Court may also consider any other matter pertinent to counsel's ability to represent the class. Fed. R. Civ. P. 23(g)(1)(B). The Court finds that proposed Class Counsel and their law firms have expended a reasonable amount of time, effort, and expense investigating the Data Incidents. It is clear from their track records of success, as outlined in their resumes, that Class Counsel are highly skilled and knowledgeable concerning class action practice. For purposes of the Settlement only, and pursuant to Federal Rule of Civil Procedure 23(g)(1), the Court appoints the following individuals to act on behalf of the Settlement Classes with respect to the Settlement: Mark Lanier, Chris Seeger, Shauna Itri, Jean Martin, James Cecchi, and Sean Modjaard as AT&T 1 Class Counsel, and J. Devlan Geddes, Raph Graybill, John Heenan, Jeff Ostrow, and Jason S. Rathod of Migliaccio & Rathod LLP as AT&T 2 Class Counsel.

11. **Settlement Administrator:** Class Counsel are authorized to use Kroll Settlement Administration, LLC as the Settlement Administrator to perform the Settlement Administrator's duties as set out in the Settlement, including to supervise and administer the Notice Program and oversee the Claims Process, as well as to administer the Settlement should the Court grant Final Approval.

12. **Approval of Notice Program and Notices:** The Court approves, as to form and content, the Notice Program, including the Email Notice, Reminder Notice,

Postcard Notice, Publication Notice, and Long Form Notice substantially in the forms attached as exhibits to the Agreement. Non-substantive changes may be made to the Notices by agreement of Parties without further order of this Court. The Court finds that the Notice Program: (a) is the best notice practicable under the circumstances; (b) constitutes notice that is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the Settlement, the effect of the proposed Settlement (including the Releases contained therein), and their right to opt-out of or to object to the proposed Settlement and appear at the Final Approval Hearing; (c) constitutes due, adequate, and sufficient notice to all persons entitled to receive notice of the proposed Settlement; and (d) satisfies the requirements of Federal Rule of Civil Procedure 23, due process, the rules of this Court, and all other applicable law and rules. The date and time of the Final Approval Hearing shall be posted on the Settlement Website and included in the Notices before they are emailed, mailed, or published.

13. **Claim Form and Claims Process**: The Court approves the Claim Form as set forth in the Settlement, and the Claims Process to be implemented by the Settlement Administrator. The Claim Form is straightforward and easy to complete, allowing each Settlement Class Member to elect the alternative Settlement Class Member Benefits. Should the Court grant Final Approval of the Settlement, Settlement Class Members who do not opt-out of the Settlement shall be bound by

its terms even if they do not submit Claims.

14. **Dissemination of Notice and Claim Forms:** The Court directs the Settlement Administrator to disseminate the Notices and Claim Form as approved herein. Class Counsel and AT&T's counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this order or the Settlement, including making, without the Court's further approval, minor form or content changes to the Notices and Claim Form they jointly agree are reasonable or necessary.

15. **Opt-Outs from the Settlement Classes:** The Notice shall provide that any member of a Settlement Class who wishes to opt-out from the Settlement Class must request exclusion in writing within the time and manner set forth in the Notice. The Notices shall provide that opt-out requests must be sent to the Settlement Administrator and Class Counsel and be postmarked no later than 45 days before the initial date set for the Final Approval Hearing (the Opt-Out deadline). The letter requesting to opt-out must include (a) the Settlement Class Member's full legal name; (b) the Settlement Class Member's address, all AT&T telephone number(s) and current telephone number, and current email address; (c) the identity of the Settlement Class Member's counsel, if represented; (d) a handwritten "wet" signature of the Settlement Class Member; (e) the name and number of the case; (f)

if the individual is a former AT&T customer, the Settlement Class Member's AT&T account number(s) or an attestation that the former customer is unable to obtain their AT&T account number(s); and (g) a statement clearly indicating the individual wishes to be excluded from a Settlement Class for the purposes of the Settlement. Requests to opt-out must be made on an individual basis and request exclusion only for that one individual whose personal signature appears on the request; "mass," "class," or other purported group opt-outs, or opt-outs signed by counsel, are not permitted and are not effective. Any individual in the Settlement Classes who does not timely and validly request to opt-out shall be bound by the terms of Agreement even if he or she does not submit a Valid Claim, and even if he or she has pending, or subsequently initiates, litigation, arbitration, or any other proceeding against AT&T relating to the Released Claims. Individuals in the Settlement Classes who timely and validly opt-out of the Settlement do not release their individual claims and will not obtain any benefits under the Settlement.

16. **Objections to the Settlement:** The Notice shall also provide that any Settlement Class Member who does not opt-out from the Settlement Classes may object to the Settlement and/or the Applications for Attorneys' Fees, Costs, and Service Awards. Objections must be mailed to the Clerk of the Court and filed on the Court's docket and mailed to the Settlement Administrator, Class Counsel, and AT&T's Counsel. For an objection to be considered by the Court, the objection must

be submitted on behalf of a Settlement Class Member no later than 45 days before the initial scheduled Final Approval Hearing (the Objection Deadline). When submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label. Any Settlement Class Member who does not make their objections in the manner and by the date set forth in the Agreement shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court.

17. For an objection to be considered by the Court, the objection must also set forth:

a. the objector's full name, mailing address, all AT&T telephone number(s), current telephone number; and for former AT&T customers all AT&T account number(s), and email address (if any) or an attestation that the former customer is unable to obtain their AT&T account number(s) or email address (if any);

b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

d. the identity of all counsel who represent the objector, including (1) any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application/s for Attorneys' Fees, Costs, and Service Awards; (2) a description of the counsel's legal background and prior experience in connection with class action litigation; (3) a statement regarding whether fees to be sought will be calculated on the basis of a lodestar, contingency, or other method; (4) an estimate of the amount of fees to be sought; (5) the factual and legal justification for any fees to be sought; (6) the number of hours already spent by the counsel; and (7) an estimate of the hours to be spent in the future; and the attorney's hourly rate.

e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the

trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

f. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;

g. four dates between the deadline for objections and a date two weeks before the Final Approval Hearing, during which the objector is available to be deposed by counsel for the Parties;

h. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

i. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

j. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or AT&T's Counsel may conduct limited discovery, including taking depositions, on any objector or objector's counsel, including taking depositions.

18. **Motion for Final Approval and Application/s for Attorneys' Fees, Costs, and Service Awards:** Class Counsel intend to seek an award of up to one-third of their respective Settlement Funds as attorneys' fees, as well as

reimbursement of reasonable litigation costs, and Service Awards for the Class Representatives in the amount of $1,500.00 each to be paid from the respective Settlement Funds. These amounts appear reasonable, but the Court will defer ruling on those awards until the Final Approval Hearing when considering Class Counsel's Application/s for Attorneys' Fees, Costs, and Service Awards.

19. Class Counsel shall file their Motion for Final Approval and Application/s for Attorneys' Fees, Costs, and Service Awards no later than 60 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Class Counsel's request for attorneys' fees and costs and Service Awards for the Class Representatives. 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 or to the Application(s) for Attorneys' Fees, Costs, and Service Awards, provided the objector(s) submitted timely objections that meet all of the requirements listed in the Settlement and in this order.

20. **Termination:** If the Settlement is terminated, not approved, canceled, fails to become effective for any reason, or the Effective Date does not occur, this order shall become null and void and shall be without prejudice to the rights of Plaintiffs, the Settlement Class members, and AT&T, all of whom shall be restored to their respective positions in the Action as provided in the Agreement.

21. **Stay:** All pretrial proceedings in this Action are stayed and suspended until further order of this Court, except such actions as may be necessary to implement the Settlement and this Preliminary Approval Order.

22. Upon the entry of this order, with the exception of Class Counsel's, AT&T's Counsel's, AT&T's, and the Class Representatives' implementation of the Settlement and the approval process in this Action, all members of the Settlement Classes, shall be provisionally enjoined and barred from asserting any claims or initiating or continuing in any litigation or arbitration against AT&T and/or the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final Approval of the Settlement.

23. **Jurisdiction:** For the benefit of the Settlement Classes and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

24. **Final Approval Hearing:** The Court will hold a Final Approval Hearing on **_____, 2025, at _____ am/pm CST.** The Final Approval Hearing will be conducted for the following purposes: (a) to finally determine whether the proposed Settlement, on the terms and conditions provided for in the Settlement, is fair, reasonable, and adequate, and should be approved by the Court; (b) to determine whether an order of Final Judgment should be entered dismissing the Action on the

merits and with prejudice; (c) to determine whether the proposed plan of allocation and distribution of the Settlement Fund is fair and reasonable and should be approved; (d) to determine whether any requested award of attorneys' fees and costs to Class Counsel and Service Awards to the Class Representatives should be approved; and (e) to consider any other matters that may properly be brought before the Court in connection with the Settlement. The Court may elect to hold the Final Approval Hearing virtually by Zoom or some other application, and if it does, the instructions on how to attend shall be posted by the Settlement Administrator on the Settlement Website.

25. **Schedule:** The Court hereby sets the following schedule of events:

Class Lists delivered to Settlement Administrator	10 days after Preliminary Approval
Notice Program Commencement	Within 45 days of Preliminary Approval
Notice Program Complete	45 days before the initial scheduled Final Approval Hearing date
Deadline to file Motion for Final Approval and Application/s for Attorneys' Fees, Costs, and Service Awards	60 days before the initial scheduled Final Approval Hearing date
Opt-Out Deadline	45 days before the initial scheduled Final Approval Hearing date
Objection Deadline	45 days before the initial scheduled Final Approval Hearing date
Reminder Email Deadline	20 days prior to Deadline to Submit Claim Forms
Deadline to Respond to Objections	15 days before the initial scheduled Final Approval Hearing date

Deadline to Submit Claim Forms	15 days before the initial scheduled Final Approval Hearing date
Final Approval Hearing	**_____ __, 2025, at ____ am/pm CST**.

SO ORDERED this _____ day of _____, 2025.

_____
HONORABLE ADA E. BROWN
UNITED STATES DISTRICT JUDGE

EXHIBIT 11
(FINAL APPROVAL ORDER)

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

IN RE: AT&T INC. CUSTOMER DATA SECURITY BREACH LITIGATION	Case No. 3:24-cv-00757-E
This Document Relates to All Cases	MDL DOCKET NO. 3:24-md-03114-E

[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND APPLICATIONS FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

WHEREAS, Plaintiffs submitted to the Court their Unopposed Motion for Final Approval of Class Settlement Action Settlement, AT&T 1 Class Counsel Application for Attorneys' Fees, Costs, and Service Awards, and AT&T 2 Class Counsel Application for Attorneys' Fees, Costs, and Service Awards (ECF Nos. ___, ___, ___);

WHEREAS, on _____, 2025, the Court entered its Preliminary Approval Order, which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of Settlement only, the Actions should proceed as a class action and certified the Settlement Classes; (3) appointed Plaintiffs as Class Representatives; (4) appointed AT&T 1 Class Counsel and AT&T 2 Class Counsel as Class Counsel; (5) appointed Kroll Settlement Administration LLC as the Settlement Administrator; (6) approved the form and manner of Notice and the Notice Program; (7) approved the Claim Process and Claim Form; (8) approved the

opt-out and objection procedures; (9) set the Final Approval Hearing date (ECF No. __); and (10) enjoined and stayed all other parallel state court and arbitration proceedings.

WHEREAS, thereafter, Notice was provided to the Settlement Classes in accordance with the Court's Preliminary Approval Order by direct Email Notice and/or Postcard Notice, and Publication Notice, and the Long Form Notice was available to Settlement Class members on the Settlement Website or upon request to the Settlement Administrator;

WHEREAS, on _____ 2025, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider Class Counsel's Applications for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, having considered all other files, records, and proceedings in the Action, and being otherwise fully advised,

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Final Approval Order incorporates the definitions in Section II of the Settlement Agreement, unless otherwise defined herein.

2. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances

and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The Notice and Notice Program fully satisfied the requirements of due process, Federal Rule of Civil Procedure 23 and all other applicable law and rules. The Claim Form was easily understandable, and the Claim Process was fair.

3. Defendants have fully complied with the provisions of the Class Action Fairness Act, 28 U.S.C. § 1715(b). *See* ECF No. 32.

4. The terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered the Fed. R. Civ. P. 23(e)(2) factors and the Fifth Circuit's traditional factors from *Reed v. General Motors Corp.*, 703 F.2d 170, 172 (5th Cir. 1983).

5. In finding the Settlement fair, reasonable, and adequate, the Court has also considered that there were no objections to the Settlement, and only __ timely opt-outs, indicating an overwhelming positive reaction from the Settlement Class, and the opinion of competent counsel concerning such matters.

6. A list of the individuals who have timely opted-out of the Settlement is attached hereto as *Exhibit A*. Those individuals will not be bound by the Settlement Agreement or the Releases contained therein.

7. Based on the information presented to the Court, the Claim Process has proceeded consistent with the Agreement and Preliminary Approval Order. All

Settlement Class Members who submitted Valid Claims shall receive their Settlement Class Member Benefits pursuant to the Settlement's terms. All Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

8. The distribution plan for Settlement Class Member Benefits proposed by the Parties in the Agreement is fair, reasonable, and adequate.

9. The Class Representatives and Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of Settlement Class Members in connection with the Settlement.

10. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

11. All Parties to this Action, and all Settlement Class Members who did not timely opt-out, are bound by the Settlement as set forth in the Agreement and this Final Approval Order.

12. The appointment of Plaintiffs as the Class Representatives is affirmed.

13. The appointment of AT&T 1 Class Counsel and AT&T 2 Class Counsel is affirmed.

14. The appointment of Kroll Settlement Administration LLC as the

Settlement Administrator is affirmed.

15. The Court affirms its findings that the Settlement Classes meet the relevant requirements of Fed. R. Civ. P. 23(a) and (b)(3) for Settlement purposes in that: (1) the number of members of the Settlement Classes is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the members of the Settlement Classes; (3) the claims of the Plaintiffs are typical of the claims of the members of the Settlement Classes; (4) the Plaintiffs are adequate representatives for the Settlement Classes, and have retained experienced and adequate Class Counsel; (5) the questions of law and fact common to the members of the Settlement Classes predominate over any questions affecting any individual members of the Settlement Classes; and (6) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

16. Therefore, the Court finally certifies the following Settlement Classes:

AT&T 1 Settlement Class

> **[A]ll living persons in the United States whose AT&T 1 Data Elements were included in the AT&T 1 Data Incident.**

Excluded from the AT&T 1 Settlement Class are (a) AT&T, any entity in which AT&T has a controlling interest, and AT&T's officers, directors, legal representatives, successors, subsidiaries, and assigns; (b) any judge, justice, or judicial officer presiding over this Action, and the members of their immediate families and judicial staff; (c) any persons who have Released Claims relating to the

AT&T 1 Data Incident and/or the AT&T 1 Action prior to Final Approval; and (d) any persons who timely opted-out of the AT&T 1 Settlement Class.

AT&T 2 Settlement Class

AT&T Account Owners or Line or End Users whose AT&T 2 Data Elements were involved in the AT&T 2 Data Incident.

Excluded from the AT&T 2 Settlement Class are (a) AT&T, any entity in which AT&T has a controlling interest, and AT&T's officers, directors, legal representatives, successors, subsidiaries, and assigns; (b) any judge, justice, or judicial officer presiding over this Action, and the members of their immediate families and judicial staff; (c) any persons who have Released Claims relating to the AT&T 2 Data Incident and/or the AT&T 2 Action prior to Final Approval; and (d) any persons who timely opted-out of the AT&T 2 Settlement Class.

17. Judgment shall be entered dismissing the Actions with prejudice, on the merits.

18. As of the Effective Date, and in exchange for the relief described in the Agreement, the Releasing Parties shall automatically be deemed to have fully, finally, and irrevocably released and forever discharged the Released Parties.

19. In the event there are funds remaining from uncashed checks in the Settlement Fund 20 days following the 180-day check negotiation period, all remaining funds shall be distributed to Texas Bar Foundation (https://txbf.org/) as the *cy pres* recipient approved by the Court.

20. AT&T 1 Class Counsel are awarded $_____ for attorneys' fees and $_____ for costs. These payments shall be made out of the AT&T 1 Settlement Fund in accordance with the Agreement. AT&T 2 Class Counsel are awarded $_____ for attorneys' fees and $_____ for costs. These payments shall be made out of the AT&T 2 Settlement Fund in accordance with the Agreement. The Court evaluated Class Counsel's separate requests for attorneys' fees request using the percentage of the fund method blended with the following 12 factors from *Johnson v. Ga. Highway Exp., Inc*., 488 F.2d 714, 718 (5th Cir. 1974), and concludes that amount is fair and within the range of reason:

> (1) The time and labor required; (2) The novelty and difficulty of the questions; (3) The skill requisite to perform the legal service properly; (4) The preclusion of other employment by the attorney due to acceptance of the case; (5) The customary fee [for similar work in the community]; (6) Whether the fee is fixed or contingent; (7) Time limitations imposed by the client or the circumstances; (8) The amount involved and the results obtained; (9) The experience, reputation, and ability of the attorneys; (10) The "undesirability" of the case; (11) The nature and length of the professional relationship with the client; and (12) Awards in similar cases.

Johnson, 488 F.2d at 717-19. The Court need not consider each factor in making its determination. *See Louisiana Power & Light Co. v. Kellstrom*, 50 F.3d 319, 331 (5th Cir. 1995). Each of the *Johnson* Factors will vary, depending on the case, and rather than imposing a rigid application, the Fifth Circuit entrusts lower courts to apply those factors in view of the case's particular circumstances. *Brantley v. Surles*, 804 F.2d 321, 325-26 (5th Cir. 1986). On the whole, these factors are satisfied.

21. The Class Representatives shall be awarded Service Awards in the amount of $_____ each. The Service Awards shall be payable out of the respective Actions' Settlement Funds in accordance with the Agreement.

22. Plaintiff and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) an action arising out of or related in any way to the Released Claims or that are covered by the Releases against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal, currently pending or in the future, at any time, including during any appeal from this Final Approval Order.

23. With respect to the Released Claims, Plaintiffs and Settlement Class Members understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs and Settlement Class Members took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiffs and Defendants with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Consequently, Plaintiffs and the Settlement Class Members shall be deemed to have, and by operation of the Settlement shall have, irrevocably waived and relinquished,

to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code (to the extent it is applicable, or any other similar provision under federal, state or local law to the extent any such provision is applicable), which reads:

> 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.

24. The Court hereby retains and reserves exclusive jurisdiction over: (1) implementation of this Settlement and any distributions to the Settlement Class Members; (2) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (3) all Parties, Settlement Class Members, and objectors, for the purpose of enforcing, supervising, construing, administering the Settlement in accordance with its terms.

25. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Final Approval Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered, and releases delivered, in connection with the Settlement shall be null and void and have no further force and effect, shall

not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The Actions shall return to their status immediately prior to execution of the Agreement.

26. The Settlement's terms shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits, regulatory, arbitration or other proceedings arising out of or related in any way to the Released Claims or that are covered by the Releases (and other prohibitions in this Final Approval Order) that are brought, initiated, or maintained by, or on behalf of, any Settlement Class Member who has not opted-out or any other person subject to this Final Approval Order, provided, however, that a Settlement Class Member shall be permitted to comply with a valid subpoena or court order concerning the Released Claims.

27. This Final Approval Order, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendants or of the validity or certifiability as a class for litigation of any claims that have been, or could have been, asserted in the Action.

28. There being no just reason for delay, the Clerk of Court is hereby

directed to enter final judgment forthwith pursuant to Fed. R. Civ. P. 58.

SO ORDERED on _____, 2025.

_____
HONORABLE ADA E. BROWN
UNITED STATES DISTRICT JUDGE

EXHIBIT A

Opt-Out List

(To Be Completed Before Final Approval Hearing)

1.

2.

EXHIBIT B
JOINT DECLARATION OF AT&T 1 CLASS COUNSEL

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

IN RE AT&T Inc. CUSTOMER DATA SECURITY BREACH LITIGATION	§	CASE NO. 3;34-CV-00757-E
	§	MDL DOCKET NO. 3:24-md-03114-E
This Document Relates to All Cases	§	

CLASS COUNSELS' JOINT DECLARATION IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Plaintiffs' Lead and Liaison Counsel, W. Mark Lanier, and Plaintiffs' Executive Committee, Shauna Itri, James E. Cecchi, Jean Sutton Martin, and Sean S. Modjarrad declare as follows:

1. Following the submission of applications for the appointment of Plaintiff's Leadership ("Leadership Application"), the Court through Case Management Order #2 (ECF 11), dated August 14, 2024, appointed W. Mark Lanier to serve as Plaintiffs' Lead and Liaison counsel in this MDL proceeding, and Shauna Itri, James E. Cecchi, Jean Sutton Martin, Sean S. Modjarrad were appointed as Plaintiffs' Executive Committee. The Order also appointed Charles E. Schaffer, Joseph P. Guglielmo, Larry A. Golston, Jr., Nicholas R. Lange, Rebecca L. Solomon, and

Thomas E. Loeser as Plaintiffs' Steering Committee. This Declaration will refer to us collectively as Plaintiffs' MDL Leadership Team, and together, we have personal knowledge of all the matters addressed in this declaration.

2. As detailed in each of our Leadership Applications, we have extensive experience in managing data breach, class action and other complex litigation and in litigating and trying cases in federal and state courts across the United States. We have put this experience to use in negotiating an early-stage settlement, which guarantees immediate relief to Settlement Class Members. As the Court is familiar with the appointed Lead Counsel, PEC and PSC leadership, proposed AT&T 1 Class Counsel are not filing their firm resumes with this motion.

3. AT&T is in the business of providing wireless communication services including voice, data, and messaging to consumers in the United States. AT&T customers provide AT&T with personal and sometimes sensitive private information.

4. On March 30, 2024, AT&T announced that AT&T-specific fields were contained in a data set released on the dark web. That information included some customer names, addresses, telephone

numbers, Social Security numbers, and/or dates of birth. The incident affected tens of millions of AT&T customers.

5. Following this announcement, numerous lawsuits were filed against AT&T in state and federal courts across the United States. In June 2024, the Judicial Panel on Multidistrict Litigation consolidated these cases into this Court. *In re: AT&T Customer Data Security Breach Litigation,* 737 F. Supp. 3d 1350 (J.P.M.L. 2024).

6. On September 18, 2024, Plaintiffs' MDL leadership together with AT&T's counsel appeared at this Court's Initial Case Management Conference to discuss the timing for filing a Consolidated Complaint, a schedule for pleadings and motion practice and the appointment of special masters. The Court also heard from counsel regarding the case's principal factual and legal issues, their plan for exchanging information and discovery, likely pretrial motions, how to manage the filing of new actions and the schedule for future case management conferences.

7. Following the Initial Case Management Conference, Plaintiffs' MDL Leadership Team commenced negotiations with AT&T's counsel for an Agreed Protective Order to govern discovery. These negotiations involved numerous counsel for both sides as well as the

court-appointed Special Master for ESI and Discovery in this case, Mr. Craig Ball. After weeks of negotiations, the Plaintiffs' MDL Leadership Team and AT&T's counsel agreed on Case Management Order No. 10, which the Court entered on December 9, 2024 (ECF 31).

8. During this same time, Plaintiffs' Leadership Team began preparing Plaintiffs' Master Consolidated Complaint. This effort required Plaintiffs' MDL Leadership Team to communicate with Plaintiffs in all the cases being coordinated in this MDL and to analyze their suitability to serve as class representatives. This was an extensive team effort requiring hundreds of client interviews and extensive coordination and communication of information.

9. The breadth and depth of this matter necessitated an extraordinarily comprehensive factual investigation alongside exhaustive legal research spanning multiple jurisdictions. Our team meticulously examined applicable legal theories under federal frameworks, while simultaneously navigating the distinct statutory landscapes of all fifty states, the District of Columbia, and U.S. territories including the Virgin Islands and Puerto Rico. This jurisdictional complexity presented unique challenges, requiring our attorneys to

analyze and synthesize divergent legal standards, procedural requirements, and relevant case precedents across these varied legal systems. The resulting complaint represents thousands of attorney hours dedicated to evidence gathering, witness interviews, document review, and the development of jurisdiction-specific legal arguments tailored to address the particularities of each applicable legal code. This painstaking multi-jurisdictional approach was essential to constructing a robust complaint capable of withstanding scrutiny across the patchwork of American legal systems.

10. Simultaneously with developing the Consolidated Complaint, Plaintiffs' MDL Leadership Team undertook the extensive work of searching for, interviewing, retaining, and consulting with numerous specialized experts and consultants across diverse disciplines. The MDL Leadership Team invested hundreds of hours in rigorous consultations and collaborative strategy sessions in order to be prepared to properly discover and prosecute this case.

11. This work culminated in the filing of the Complaint on May 30, 2025 which identified 26 class representatives from 15 different states alleging both federal statutory and common law claims.

12. In addition to the claims alleged by Plaintiffs in this MDL, this Complaint also alleges claims asserted by the AT&T 2 Plaintiffs arising from the AT&T 2 Data Incident. This separate data incident was alleged to have involved certain limited call log data illegally downloaded from an AT&T workspace on a third-party cloud platform hosted by Snowflake and resulted in lawsuits filed against Snowflake and various Snowflake clients, including AT&T entities.

13. Claims originally asserted in this MDL arising from the data incident announced on March 30, 2024 are referred to in the Complaint and in this Declaration as the AT&T 1 Claims. Claims arising from the July 12, 2024 announcement involving the Snowflake data incident are referred to as the AT&T 2 Claims. The AT&T 2 plaintiffs have separate counsel. Their lawsuits were consolidated in a hub-and-spoke MDL in the District of Montana before Judge Brian Morris on October 4, 2024..

14. In early December 2024, retired United States District Judge W. Royal Furgeson, Jr., the Special Master appointed to the AT&T 1 Action, asked AT&T 1 Class Counsel to consider exploring potential early resolution of the AT&T 1 Action. AT&T 1 Class Counsel agreed to pursue the resolution of the AT&T 1 Action.

15. Concurrently, AT&T's Counsel inquired whether AT&T 2 Class Counsel would also be interested in pursuing early resolution.

16. All Parties subsequently agreed to separately mediate their disputes before an experienced data breach and complex case mediator, Robert Meyer (JAMS) in Los Angeles, California.

17. In advance of the mediation, the Parties met separately with the mediator and exchanged confidential information concerning the nature and scope of the respective Data Incidents, including the number of people and data elements potentially implicated. The Parties exchanged detailed mediation briefs in their respective Actions outlining their positions with respect to liability, damages, class certification and settlement-related issues.

18. The Parties separately mediated their disputes with Mr. Meyer at JAMS in Los Angeles from March 17-19, 2025. After three days of mediation and negotiations, the Parties reached separate agreements in principle, subject to confirmatory discovery.

19. Thereafter, AT&T provided Class Counsel with confidential detailed information about the Data Incidents, AT&T's subsequent investigation into the incidents, the data elements involved, and the

security enhancements implemented to help insulate AT&T from future incidents and agreed to make available someone with intimate familiarity of the facts and data concerning AT&T 1 and AT&T 2 claims for an interview.

20. Also following the mediation, the parties negotiated the terms of the detailed Settlement Agreement. These negotiations were also lengthy, time-consuming and difficult. The negotiations and disagreements among the parties demonstrate that their settlement agreement was the product of a heavily contested, at arms' length negotiation.

21. As part of these negotiations, the Parties decided it would conserve judicial resources and be in the best interest of the Settlement Classes to settle both actions together in this Court. On May 30, 2025, plaintiffs and the AT&T defendants in the Snowflake MDL moved the Snowflake MDL Court to stay the action pending the approval of this Settlement in this Court. (Snowflake ECF No. 444).

22. The Parties also worked collaboratively together to address bids received from potential claims administrators. This included conducting interviews of the claims administrator and engaging in

numerous substantive discussions and written correspondence concerning the required administrative oversight, notice and claims forms to be created for the AT&T 1, AT&T 2 and those individuals with information involved in both incidents.

23. The mediation and subsequent negotiations resulted in a Settlement Agreement and Release, which the parties executed on May 30, 2025, and which is attached to Plaintiffs' motion papers. This Settlement Agreement sets out the terms of the settlement and the Released Claims are narrowly tailored to apply only to claims arising out of or relating to the Data Incidents.. The Settlement Agreement provides that related Settlement Class Member Benefits, attorneys' fees, costs, Service Awards, and Settlement Administration Costs for the AT&T 1 Action shall be payable out of the AT&T 1 Settlement Fund, and all AT&T 2 Action related Settlement Class Member Benefits, attorneys' fees, costs, Service Awards, and Settlement Administration Costs shall be payable out of the AT&T 2 Settlement Fund.

24. The Settlement Agreement proposes Kroll Settlement Administration LLC as Settlement Administrator. Kroll is a well-respected third-party administrator that has significant experience with

data breach settlements. Kroll was also directly involved in designing the robust Notice Program and Claim Process and preparing the Notices and Claim Forms that it will implement following Preliminary Approval.

25. Plaintiffs Class Action Complaint filed May 30, 2025 identifies the following AT&T 1 Class Representatives: Anthony Burris, Nella Citino, Jeffery Clark, Brandon Clawson, Michael Crain, Linda Dale, Brittany Ertola, Brenda Friend, Bart Gillen, Brittany Hill, Kimberly Holestin, Ashley Jones, Kayla Lee, Charles Leonard, Craig Marsh, Sean Michael McLean, David Meyer, Corrie Mueller, Trevor Nordell, Ja'Vondrick Orange, Tyrone L. Ross, Maria Angelica San Felipe, Azima Sharrieff, Iris Shiver, Paul Taylor, and David Vita

26. These proposed class representatives have ably represented the Settlement Class, maintaining contact with Class Counsel, reviewing and approving pleadings, assisting in the investigation of the Actions, remaining available for consultation throughout the mediation, reviewing the settlement documents and answering class counsel's questions.

27. The claims of these proposed Class Representatives are typical of other Settlement Class members because their information was

involved in the AT&T 1 Data Incident, and the cybersecurity protocols Defendants had (or did not have) in place to protect their data is at issue. Their interests are aligned with the rest of the Settlement Class, and they will be eligible for the same Settlement Class Member benefits.

28. As Class Counsel, we believe this proposed settlement is fair. Without it, the parties would face lengthy and expensive litigation of complex factual and legal issues, including class certification, discovery, dispositive motions, experts, trial and potential appeals—a process that could take several years during which time the Settlement Class Members would receive no benefits. Thus, the Settlement agreement reflects the Parties' compromise of their assessments of the worst-case and best-case scenarios, weighing the likelihood of various potential outcomes, and based on our experience in litigating data breach claims and other class actions, we approve of its terms.

We declare under penalty of perjury the foregoing to be true and correct

Dated: May 30, 2025

Respectfully Submitted,

/s/ W. Mark Lanier
W. Mark Lanier

THE LANIER LAW FIRM, P.C.
10940 W. Sam Houston Pkwy N.
Suite 100
Houston, Texas 77064
Tel: 713-659-5200
Fax: 713-659-2204
Mark.Lanier@lanierlawfirm.com

Plaintiffs' Lead and Liaison Counsel

/s/ Shauna Itri
Shauna Itri
SEEGER WEISS LLP
325 Chestnut Street, Suite 917
Philadelphia, PA 19106
Tel: 215-553-7981
sitri@seegerweiss.com

/s/ James E. Cecchi
James E Cecchi
CARELLA BYRNE CECCHI BRODY & AGNELLO PC
5 Becker Farm Road
Roseland, NJ 07068
Tel: 973-994-1700
jcecchi@carellabyrne.com

/s/ Jean Sutton Martin
Jean Sutton Martin
MORGAN & MORGAN
Complex Litigation Group
201 N Franklin St 7th Floor
Tampa FL 33602
Tel: 813-559-4908
jeanmartin@forthepeople.com

/s/ Sean S. Modjarrad
Sean S Modjarrad
MODJARRAD ABUSAAD & SAID
212 W Spring Valley Road
Richardson, TX 75081
Tel: 972-789-1664
smodjarrad@mas.law

Plaintiffs' Executive Committee

EXHIBIT C
DECLARATION OF AT&T 2
CLASS COUNSEL

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

IN RE: AT&T INC. CUSTOMER DATA SECURITY BREACH LITIGATION	Case No. 3:24-cv-00757-E
This Document Relates to All Cases	MDL DOCKET NO. 3:24-md-03114-E

JOINT DECLARATION OF AT&T 2 CLASS COUNSEL IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

We, J. Devlan Geddes, Raph Graybill, John Heenan, Jeff Ostrow, and Jason S. Rathod, pursuant to 28 U.S.C § 1746, hereby declare as follows:

1. We are the proposed AT&T 2 Class Counsel[1] for the Settlement Classes. We submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Unless otherwise noted, we have personal knowledge of the facts set forth in this declaration and could and would testify competently to them if called upon to do so.

2. AT&T is in the business of providing wireless communication services, including voice, data, and messaging to consumers in the United States. AT&T's customers provide AT&T with personal and sometimes sensitive private information.

[1] All capitalized terms used in this joint declaration shall have the same meanings as set forth in the Settlement Agreement, attached as Exhibit A to the Motion for Preliminary Approval.

3. In two separate Data Incidents, cybercriminals accessed AT&T's network and unlawfully accessed information belonging to tens of millions of AT&T's customers.

4. Following the Data Incidents, lawsuits were filed by individuals and MDLs were created in this Court and the District of Montana to oversee all pretrial proceedings for litigation related to each incident.

5. To avoid the risk and expense of protracted litigation, the Parties decided to conserve their resources for the benefit of the Settlement Classes and to focus their efforts on early resolution. After extensive investigation and arm's-length negotiations—including a formal mediation before an experienced class action data breach mediator—the Parties reached a fair, reasonable, and adequate class-wide Settlement that provides exceptional relief for the Settlement Classes.

6. The Settlement creates two non-reversionary all cash Settlement Funds totaling $177,000,000 ($149,000,000 for the benefit of the AT&T 1 Settlement Class and $28,000,000 for the benefit of the AT&T 2 Settlement Class) that will be used to pay Cash Payments to Settlement Class Members; all Settlement Administration Costs; and any Court-awarded attorneys' fees, costs, and Service Awards.

7. On July 12, 2024, AT&T announced a data incident, where certain limited call log data had been illegally downloaded from an AT&T workspace on a third-party cloud platform hosted by Snowflake. The data set included some

combination of telephone numbers, counts of telephone calls, aggregate call durations for a day or month, and for a small subset of individuals one or more cellular site identification numbers associated with calls. It did not include any content of calls or texts, customer names, Social Security numbers, dates of birth or other personal or financial information. Following this announcement, lawsuits were filed against Snowflake and various Snowflake clients, including AT&T entities. These lawsuits were consolidated in a hub-and-spoke MDL in the District of Montana before Judge Brian Morris on October 4, 2024.

8. On November 19, 2024, Judge Morris appointed Plaintiffs' Leadership Counsel for the AT&T 2 Action, authorizing them to litigate pretrial proceedings and conduct settlement negotiations. Plaintiffs' Leadership Counsel engaged experts, conducted a detailed investigation, and interviewed hundreds of consumers in preparation for filing an amended complaint in the Montana District and the consolidated complaint here.

9. In early December 2024, retired United States District Judge W. Royal Furgeson, Jr., the Special Master appointed to the AT&T 1 Action, asked AT&T 1 Class Counsel to consider exploring potential early resolution of the AT&T 1 Action. Concurrently, AT&T's Counsel inquired whether AT&T 2 Class Counsel would also be interested in pursuing early resolution.

10. All Parties subsequently agreed to separately mediate their disputes

before Robert Meyer, an experienced data breach and complex case mediator, at JAMS in Los Angeles. In advance of the mediation, the Parties met separately with the mediator and exchanged confidential information concerning the nature and scope of the respective Data Incidents, including the number of people and data elements potentially implicated. The Parties exchanged detailed mediation briefs outlining their positions on liability, damages, class certification, and settlement-related issues. The Parties separately mediated their disputes with Mr. Meyer from March 17-19, 2025. After three days of mediation and vigorous, hard-fought negotiations, the Parties reached separate agreements in principle, subject to confirmatory discovery.

11. Thereafter, AT&T provided Class Counsel with confidential detailed information about the Data Incidents, AT&T's subsequent investigations into the incidents, the data elements involved, and the security enhancements implemented to help insulate AT&T from future incidents.

12. For the next 10 weeks, the Parties negotiated the terms of the detailed Agreement, including the Notice Program and Claims Process.

13. The Parties signed the Agreement on May 30, 2025.

14. As part of the negotiations, the Parties then decided it would conserve judicial resources and be in the best interest of the Settlement Classes to settle both actions together in this Court.

15. On May 19, 2025, plaintiffs in the Snowflake MDL filed a second amended representative class complaint against several defendants, including AT&T. The amended complaint included only those claims and classes that are part of the Settlement. It no longer included claims for non-AT&T customers due to AT&T 2 Class Counsel's belief that the claims are not viable.

16. All AT&T 1 Action related Settlement Class Member Benefits, attorneys' fees, costs, Service Awards, and Settlement Administration Costs shall be payable out of the AT&T 1 Settlement Fund, and all AT&T 2 Action related Settlement Class Member Benefits, attorneys' fees, costs, Service Awards, and Settlement Administration Costs shall be payable out of the AT&T 2 Settlement Fund.

17. All AT&T 2 Settlement Class Members are eligible to submit a Claim for a Documented Loss Cash Payment in the maximum amount of $2,500, upon presentment of documentation fairly traceable to the AT&T 2 Data Incident. Losses must have occurred from April 14, 2024, and after. AT&T 2 Account Owners may submit a Claim for themselves for up to $2,500, and if they have multiple AT&T lines on their account, they may submit additional Claims for up to $2,500 each on behalf of any Line or End User that incurred documented losses that are fairly traceable to the AT&T 2 Data Incident. Line or End Users may also submit Claims on their own behalf. However, an Account Holder and their End or Line User may

not both submit a Claim related for documented losses in connection with the same line.

18. AT&T 1 Settlement Class Members and AT&T 2 Account Owners' Notices will include a unique identifier indicating their respective Tier Settlement Class.

19. Within 45 days of receipt of the Class Lists, the Settlement Administrator will commence the Notice Program by activating the Settlement Website, initiating the Publication Notice, starting to send Email Notice to the AT&T 1 Settlement Members and to the AT&T 2 Settlement Class Members who for which email addresses are maintained by AT&T. Publication Notice shall be made for the purpose of creating awareness of the Settlement for all Settlement Class Members, including those for which Defendants not maintain email addresses.

20. The proposed Settlement Administrator, Kroll Settlement Administration LLC, is a well-respected third-party administrator that has significant experience with data breach settlements. Kroll estimates that Settlement Administration Costs will be $4,371099 for the AT&T 1 Action and $1,082,086 for the AT&T 2 Action.

21. The Released Claims are narrowly tailored to apply only to claims arising out of or relating to the Data Incidents.

22. The Settlement Classes are all potentially affected by the same Data

Incidents as Plaintiffs, and thus the proposed Class Representatives have common interests. Plaintiffs have ably represented the Settlement Class, maintaining contact with Class Counsel, reviewing and approving pleadings, assisting in the investigation of the Actions, remaining available for consultation throughout mediation, reviewing the Settlement documents, and answering Class Counsel's questions.

23. Proposed Class Counsel vigorously pursued the Settlement Classes' interests in securing a Settlement bringing immediate, valuable benefits, while avoiding the risks of continued litigation. To do so, they leaned on their extensive data breach litigation experience to thoroughly investigate the factual and legal claims, draft comprehensive complaints and other court filings, engage experts to evaluate the litigation and further support their clients' claims, and conduct informal discovery during the course of settlement negotiations.

24. Three days of contentious and arm's-length negotiations between experienced counsel, facilitated by a respected, neutral mediator, Mr. Meyer, with substantial data breach experience, led to the Settlement, after pre-mediation exchanges of information and briefs.

25. Thereafter, the Parties spent weeks negotiating, drafting, and finalizing the Settlement's finer points in the Agreement, resolving vigorous disagreements.

26. The Settlement provides immediate relief while avoiding the significant risks, costs, and delay of continued litigation. Absent settlement, the Parties would face lengthy and expensive litigation of complex factual and legal issues, including class certification, discovery, dispositive motions, experts, trial, and potential appeals. This process could take several years, during which time Settlement Class Members would receive no benefits.

27. Consequently, the Settlement Agreement reflects the Parties' compromise of their assessments of the worst-case and best-case scenarios, weighing the likelihood of various potential outcomes. Plaintiffs believe strongly in their claims, and at the same time they understand that the great number of uncertainties and the substantial delay in a final litigated resolution weigh in favor of an immediate, guaranteed resolution of the litigation that provides substantial relief.

28. Plaintiffs and Defendants approve of the Settlement terms, as do proposed Class Counsel, based on their deep experience litigating data breach and other class actions. The Settlement's valuable relief makes it fair, reasonable, adequate, and worthy of Preliminary Approval.

29. The Settlement Classes easily satisfy numerosity. The AT&T 1 Data Incident affected tens of millions of AT&T customers. The AT&T 2 Data Incident affected tens of millions of individuals whose Call Records were compromised.

30. Plaintiffs' claims are typical of the other Settlement Class Members because their personal information was involved in the AT&T 1 Data Incident and/or call information was involved in the AT&T 2 Data Incident, and the cybersecurity protocols Defendants had (or did not have) in place to protect their data is at issue.

31. Plaintiffs and proposed Class Counsel (AT&T 1 Class Counsel and AT&T 2 Class Counsel) will fairly and adequately protect the interests of the Settlement Classes. Plaintiffs' interests are aligned with the Settlement Classes as they seek relief arising out of the same Data Incidents to their Private Information. The Settlement will make all Settlement Class Members eligible for the same Settlement Class Member Benefits.

32. Proposed Class Counsel have hundreds of years of combined experience as class action litigators, including data breach litigation, and are well suited to advocate for the Settlement Classes. *See Exhibits 1-5* (firm resumes). Moreover, they have put their collective experience to use in negotiating an early-stage settlement guaranteeing immediate relief.

I declare under penalty of perjury that the foregoing is true and correct. Executed in Bozeman, Montana on May 30, 2025.

/s/ J. Devlan Geddes
J. Devlan Geddes

I declare under penalty of perjury that the foregoing is true and correct. Executed in Great Falls, Montana on May 30, 2025.

/s/ Raph Graybill
Raph Graybill

I declare under penalty of perjury that the foregoing is true and correct. Executed in Billings, Montana on May 30, 2025.

/s/ John Heenan
John Heenan

I declare under penalty of perjury that the foregoing is true and correct. Executed in Fort Lauderdale, Florida on May 30, 2025.

/s/ Jeff Ostrow
Jeff Ostrow

I declare under penalty of perjury that the foregoing is true and correct. Executed in Washington, DC on May 30, 2025.

/s/ Jason S. Rathod
Jason S. Rathod

EXHIBIT 1

A Law Firm Of Distinction

Goetz, Geddes & Gardner P.C. is a litigation law firm located in Bozeman, Montana. It focuses on litigation and trial practice covering a wide range of areas including complex commercial disputes, constitutional claims, plaintiff's personal injury and property damage, products liability, insurance coverage and bad faith litigation, real estate and contract litigation, toxic tort and environmental claims, oil and natural gas litigation, securities litigation, class action lawsuits, and intra-corporate (or limited liability company) disputes.

The firm's clients range from local residents and businesses to Fortune 500 companies requiring representation in the state of Montana. Although a significant part of its practice involves working with or against out-of-state counsel on multi-million dollar cases, Goetz, Geddes & Gardner P.C. takes great pride in its representation of Montanans and their small businesses.

Practice Areas

Business and Contract Disputes

We have extensive experience representing individuals and businesses in a variety of complex commercial disputes. We represent both plaintiffs and defendants in matters involving breach of contract, interference with contract, fraud, securities litigation, consumer protection, lender liability, shareholder disputes, and business dissolution

Personal Injury and Wrongful Death

We represent people who have suffered serious personal injuries and property damage. We also represent surviving family members when a loved one dies. These types of cases frequently arise from motor vehicle collisions, environmental pollution and contamination, medical malpractice, and unsafe or defective products.

Insurance Bad Faith

Our attorneys serve individuals and businesses when insurance companies act in bad faith or refuse to honor their contractual obligations. We also represent insurance companies in coverage disputes and related litigation.

Real Estate

Our firm engages in a wide variety of real estate and land use litigation matters, including disputes between buyers and sellers of real estate, easements, title insurance, eminent domain, takings, nuisance and trespass.

Professional Liability	We represent both licensed professionals and their clients to bring and defend cases involving professional negligence and malpractice in many different fields, including disputes about services provided by attorneys, accountants, engineers, architects, and real estate and insurance professionals.
Bankruptcy	We represent creditors and other interested parties in bankruptcy proceedings. We also frequently advise and represent bankruptcy trustees in the administration of bankruptcy estates and recovery of assets.
Class Actions and False Claims Act	We pride ourselves on protecting Montanans who have been harmed by others. We have wide-ranging experience prosecuting complex class action and False Claims Act cases, such as whistleblower cases against companies that submit false or inflated claims to the state or federal government.
Constitutional Law	Our firm has a wide-ranging constitutional law practice, defending Montanans' constitutional rights and protecting individual liberties under both the Montana and U.S. Constitutions.
Appellate Practice	Once the judge or jury has made its decision, that is not always the end of the case. We have significant experience in appellate advocacy before the high courts of the state and federal judicial systems. Our attorneys dedicate their skills and experience to preserve favorable results and overturn adverse ones, both in cases that were handled at the trial level by the Goetz law firm and in cases tried by other attorneys.

J. Devlan Geddes

Partner

Education:

University of Oregon, J.D., 2001, *Order of the Coif; Editor-in-Chief, Oregon Law Review*

Montana State University, B.S., 1997



Devlan grew up in Junction City, Oregon. He moved to Montana in 1992 to attend Montana State University and play football for the Fighting Bobcats football team. Devlan was a four-year starter at defensive end for the Bobcats and earned All-Big Sky and All-American Honors for his athletic and academic achievements. Devlan graduated from Montana State University with highest honors obtaining a unique degree combining Justice Studies and Physics. In 2022, Devlan was inducted into the Montana State University Athletic Hall of Fame.

Devlan attended law school at the University of Oregon in Eugene. He served as the Editor-in-Chief of the Oregon Law Review. Devlan was selected as a member of the Order of the Coif for high academic achievement.

After law school, Devlan started his legal career at Preston, Gates & Ellis (now K&L Gates) in Seattle, Washington. Devlan's practice in Seattle focused primarily on intellectual property and commercial litigation.

In 2002, Devlan returned to Bozeman to join Goetz, Geddes & Gardner P.C. Devlan quickly developed a broad-based practice representing both plaintiffs and defendants in complex litigation matters. He has represented litigants in matters ranging from anti-trust violations, natural gas royalty disputes, class actions, personal injury, contract and partnership disputes, property disputes, and securities violations. Devlan is also leading the charge in Montana to preserve access

to public land, rivers, and lakes through his representation of Public Lands/Water Access Association, Inc.

Devlan is a member of the American Bar Association, American Association for Justice, and Montana Trial Lawyers association. He is a Martindale-Hubbel AV® Preeminent rated attorney, is recognized as a Super Lawyer, and was named to the Best Lawyers in America. He is licensed to practice in Montana and Washington.

Devlan is married and has three children.

Representative Trial Experience

Lane v. Greco, Montana Fourteenth Judicial District Court, Judge John Warner. Jury Trial: constructive fraud and partnership dispute.

Lee v. Steeler, Inc., Montana Twentieth Judicial District Court, Judge C. B. McNeil. Jury Trial: breach of construction contract, fraud and punitive damages.

Burns v. Mackinder, et al., Montana Sixth Judicial District Court, Judge Gary L. Day. Judge trial: establishment of public road easement.

Montana Land and Mineral Owners Association, Inc., et al. v. Devon Energy Corporation, et al., United States District Court of Montana, Magistrate Judge Keith Strong. Class action regarding natural gas royalties.

Mosely, et al. v. American Express Financial Advisors, Inc., Montana Eighteenth Judicial District Court, Judge John Brown. Jury trial: securities fraud.

Healy, et al. v. St. James Healthcare, et al., Montana Second Judicial District Court, Judge Ray J. Dayton. Jury trial: antitrust and unlawful restraint of trade.

Montana Cannabis Industry Association, et al. v. State of Montana, Montana First Judicial District Court, Judge James P. Reynolds. Injunction: constitutional challenge of Senate Bill limiting sales of medical marijuana.

In re: Securities of America, et al., Montana Securities Commissioner Contested Case Hearing, Hearing Examiner Michael J. Riley. Defense of Securities Commissioner fraud and suitability claims against broker/dealer.

Museum of the Rockies, Inc. v. Ameya Preserve, Inc., Montana Eighteenth Judicial District Court, Judge Michael Salvagni. Jury trial: breach of contract, fraud, and piercing the corporate veil.

HSC Sidney, LLC et al., v. American Land Development Company, American Arbitration Association Case, Arbitrator Mike Lilly. Construction arbitration.

Montana Outfitters & Guides Ass'n. v. State, Montana First Judicial District, Judge Jeffrey M. Sherlock. Ballot initiative signature collection.

Paradise, et al. v. Intercity Radiology, P.C., et al, Montana Eighteenth Judicial District Court, Judge John J. Brown. Wrongful termination and breach of fiduciary duty.

Public Lands/Water Access Association, Inc. v. Jones, Montana Ninth Judicial District Court, Judge Robert Olson. Jury trial: intentional interference with public easement and punitive damages.

Langel v. Metrocities Mortgage, LLC, et al, United States District Court of Montana, Judge Samuel E. Haddon. Jury trial: lender fraud.

W Construction, LLC v. Keith D. Waring, et al, Montana Eighteenth Judicial District Court, Judge John J. Brown. Jury trial: wrongful termination of construction contract and fraud.

United States ex rel. Paradise v. Bozeman Health Deaconess Hosp., United States District Court of Montana, Judge Samuel E. Haddon. False Claims Act.

Watson v. KB Orthopedics, Inc., et al, Montana Eighteenth Judicial District Court, Judge John J. Brown. Breach of contract and intentional interference with contact.

Holloran v. G25 Holdings, LLC, et al, Montana Eighteenth Judicial District Court, Judge John J. Brown. Breach of contract, misrepresentation, and fiduciary duty dispute between members.

Niedermeyer v. Geyser Whitewater Expeditions, Inc., Montana Eighteenth Judicial District Court, Judge John J. Brown. Jury trial: wrongful death.

Tarter v. Throne Law Office, P.C., United States District Court of Montana, Judge Susan P. Watters. Attorney malpractice.
Martel Construction, Inc. v. Drum Lodge, LLC, American Arbitration Association Case, Arbitrators Edward Lozowicki, Kenneth Malovos, Alan Wilhelmy. Construction arbitration.

In re: Estate of Horatio W. Burns, Montana Sixth Judicial District Court, Judge Brenda Gilbert. Jury trial: defense of last will and testament.

Anderson v. Boyne USA, Inc., United States District Court of Montana, Judge Biran Morris. Class action regarding condo-hotels.

Representative Appellate Experience

Public Lands Access Association v. Jones, 2004 MT 394, 325 Mont. 236, 104 P.3d 496. Public road easement.

Burns v. Mackinder, 332 Mont. 547, 138 P.3d 426, 2006 WL 1454801. Public road easement.

Corporate Air, et al. v. Edwards Jet Center, 2008 MT 283, 345 Mont. 336, 109 P.3d 1111. Breach of contract and fraud.

Public Lands Access Association v. Jones, 2008 MT 12, 341 Mont. 111, 176 P.3d 1005. Public road easement.

Mosley, et al v. American Express Financial Advisors, Inc., 2010 MT 78, 356 Mont 27, 230 P.3d 479. Securities fraud.

Ratliff v. Pearson, 2011 MT 241, 364 Mont. 163, 261 P.3d 1037. Substitution of judge.

Public Lands Access Association v. Board of County Commissioners of Madison County, 2014 MT 10, 373 Mont. 277, 321 P.3d 38. Public road easement and stream access.

Public Lands Access Association v. Jones, 2015 MT 267, 381 Mont. 267, 358 P.3d 899. Intentional interference with public road easement and punitive damages.

Employers Mutual Casualty Co. v. Fisher Builders, Inc., 2016 MT 91, 383 Mont. 187, 371 P.3d 375. Insurance coverage.

Northland Casualty Co. v. Northwest Log Homes, LLC, 713 Fed.Appx. 713 (2018). Insurance coverage.

In re: Estate of Horatio W. Burns, 2023 MT 253, 414 Mont. 365, 540 P.3d 1029. Defense of last will and testament.

EXHIBIT 2

SERVING MONTANA FOR OVER 100 YEARS

GRAYBILL

LAW FIRM, PC

SINCE 1920

THE LAW FIRM

In 1920, Leo Graybill, Sr. spent everything he had on law books and a desk and opened a law office in Belt, Montana.

"I hope I make it,"
he wrote to his sister.

Over a century later, the Graybill Law Firm has been part of some of the most important cases in state history.

Montanans rely on Graybill Law Firm for loyal and effective legal representation. We communicate with our clients throughout all stages of a claim; our focus is on understanding the facts of what our clients are facing, fully explaining the process for resolving the problem, and achieving the best possible outcome. Our clients' claims become our responsibility–we shoulder the weight. Our clients' confidence in our integrity and in our ability to advocate for them successfully is our highest priority.

We handle large damage claims and other complex civil cases. Graybill Law Firm focuses exclusively on civil litigation, including data privacy, class actions, complex commercial litigation, negligence claims, insurance coverage denials, and litigation against government agencies.

BEN GRAYBILL & RAPH GRAYBILL
HANDLE CASES STATEWIDE IN MONTANA.

GRAYBILLLAWFIRM.COM • 406.452.8566

G GRAYBILL LAW FIRM, PC

300 4TH STREET NORTH • GREAT FALLS, MT 59403

RAPH GRAYBILL



EDUCATION:

- YALE LAW SCHOOL, J.D.
- UNIVERSITY OF OXFORD, M.PHIL., - *RHODES SCHOLAR*
- COLUMBIA UNIVERSITY, B.A.

JUDICIAL CLERKSHIP:

UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT, HON. SIDNEY R. THOMAS

CURRENT:

CURRENTLY SERVES AS A NINTH CIRCUIT APPELLATE LAWYER REPRESENTATIVE

BIOGRAPHY:

Raph Graybill is a nationally-recognized advocate who helps clients win complex disputes. Raph represents plaintiffs and defendants in high-stakes civil litigation, focusing on data privacy, consumer class actions, business disputes, litigation against the government, and other large damages claims.

He heads the firm's Helena office and handles cases statewide.

Raph joined Graybill Law Firm after serving as Chief Legal Counsel to the Governor of Montana.

Since 2021, Raph's clients have obtained injunctive relief against over a dozen new statutes in Montana on constitutional grounds. Raph's other notable courtroom wins for clients include:

- **Defeating the IRS and U.S. Department of the Treasury in suit challenging unlawful federal tax regulation.**
- **Removing the Acting Director of the U.S. Bureau of Land Management for violating the U.S. Constitution.**
- **Protecting Montana's leading conservation program in original proceeding before the Montana Supreme Court, which led to the protection of up to 200,000 acres of open spaces in Montana.**
- **Winning first-in-the-nation trial defending mail ballot voting. Successfully defended trial judgment before the Ninth Circuit and U.S. Supreme Court.**
- **Successfully defending emergency public health rules against challenge by tobacco industry in nationally-significant win for youth nicotine prevention.**

Raph Graybill

Raph currently serves as court-appointed Plaintiffs' Co-Lead Counsel in In re: Snowflake Data Security Breach Litigation, MDL No. 3126, and maintains an active consumer class action and data privacy practice, representing clients across the United States in a variety of data breach cases.

Raph has litigated appeals before the Montana Supreme Court, the U.S. Court of Appeals for the Ninth Circuit, and the U.S. Supreme Court. He frequently advises other attorneys on complex issues and appeals, and partners with attorneys whose clients require local counsel in Montana.

Previously, Raph trained as an attorney with the nation's leading trial litigation boutique and as a law clerk on the United States Court of Appeals for the Ninth Circuit. He lives in Helena with his wife and three children.

PRACTICE AREAS:

- *Complex civil litigation*
- *Commercial and business litigation*
- *Data privacy*
- *Class actions*
- *Negligence claims*
- *Litigation against government agencies*
- *Insurance disputes*
- *Contract disputes*
- *Appeals and amicus practice*
- *Local counsel practice*

CONTACT:

406.452.8566

RAPH@GRAYBILLLAWFIRM.COM

GRAYBILLLAWFIRM.COM

Raph Graybill "has argued some of the most important cases in state history."

-Missoulian, Oct. 16, 2020

EXHIBIT 3

HEENAN & COOK
TRIAL LAWYERS

1631 Zimmerman Trail
Billings, MT 59102
(406) 839-9091



JOHN HEENAN

Heenan & Cook

Heenan & Cook maintains offices across Montana and handles complex personal injury and consumer protection cases across Montana and nationally. Our professionalism and success in injury matters has resulted in achieving both Super Lawyers and Best Lawyers in America status.

We research and investigate each case as if it was going to trial so that we may confidently take matters to trial if we do not believe our client is being treated fairly in settlement negotiations. Heenan & Cook has secured some of the largest verdicts and settlements in Montana on behalf of its clients through hard work and thoughtful representation.



EXHIBIT 4

KO LAWYERS

KOPELOWITZ OSTROW
FERGUSON WEISELBERG GILBERT

FIRM RESUME

One West Las Olas Boulevard, Suite 500
Fort Lauderdale, Florida 33301

Telephone: 954.525.4100
Facsimile: 954.525.4300
Website: www.kolawyers.com

Miami – Fort Lauderdale – Boca Raton

OUR FIRM

For over two decades, Kopelowitz Ostrow Ferguson Weiselberg Gilbert (KO) has provided comprehensive, results-oriented legal representation to individual, business, and government clients throughout Florida and the rest of the country. KO has the experience and capacity to represent its clients effectively and has the legal resources to address almost any legal need. The firm's 25 attorneys have practiced at several of the nation's largest and most prestigious firms and are skilled in almost all phases of law, including consumer class actions, multidistrict litigation involving mass tort actions, complex commercial litigation, and corporate transactions. In the class action arena, the firm has experience not only representing individual aggrieved consumers, but also defending large institutional clients, including multiple Fortune 100 companies.

WHO WE ARE

The firm has a roster of accomplished attorneys. Clients have an opportunity to work with some of the finest lawyers in Florida and the United States, each one committed to upholding KO's principles of professionalism, integrity, and personal service. Among our roster, you'll find attorneys whose accomplishments include Board Certified in their specialty; serving as in-house counsel for major corporations, as city and county attorneys handling government affairs, and as public defenders and prosecutors; achieving multi-millions of dollars through verdicts and settlements in trials, arbitrations, and alternative dispute resolution procedures; successfully winning appeals at every level in Florida state and federal courts; and serving government in various elected and appointed positions.

KO has the experience and resources necessary to represent large putative classes. The firm's attorneys are not simply litigators, but rather, experienced trial attorneys with the support staff and resources needed to coordinate complex cases.

Since its founding, KO has litigated and served as lead class counsel in dozens of high-profile class actions. Although the actions are diverse by subject area, KO has established itself as one of the leading firms that sue national and regional banks and credit unions related to the unlawful assessment of fees. Their efforts spanning a decade plus have resulted in recoveries in excess of $500 million and monumental practices changes that have changed the industry and saving clients billions of dollars.

Additionally, other past and current cases have been prosecuted for breaches of insurance policies; data breaches; data privacy; wiretapping; biometric privacy; gambling; false advertising; defective consumer products and vehicles; antitrust violations; and suits on behalf of students against colleges and universities arising out of the COVID-19 pandemic.

The firm has in the past litigated certified and proposed class actions against Blue Cross Blue Shield and United Healthcare related to their improper reimbursements of health insurance benefits. Other insurance cases include auto insurers failing to pay benefits owed to insureds with total loss vehicle claims. Other class action cases include cases against Microsoft Corporation related to its Xbox 360 gaming platform, ten of the largest oil companies in the world in connection with the destructive propensities of ethanol and its impact on boats, Nationwide Insurance for improper mortgage fee assessments, and several of the nation's largest retailers for deceptive advertising and marketing at their retail outlets and factory stores.

CLASS ACTION **DEFENSE**

The firm also brings experience in successfully defended many class actions on behalf of banking institutions, mortgage providers and servicers, advertising conglomerates, aircraft manufacturer and U.S. Dept. of Defense contractor, a manufacturer of breast implants, and a national fitness chain.

MASS TORT **LITIGATION**

The firm also has extensive experience in mass tort litigation, including serving as Lead Counsel in the Zantac Litigation, one of the largest mass torts in history. The firm also has handled cases against 3M related to defective earplugs, several vaginal mash manufacturers, Bayer in connection with its pesticide Roundup, Bausch & Lomb for its Renu with MoistureLoc product, Wyeth Pharmaceuticals related to Prempro, Bayer Corporation related to its birth control pill YAZ, and Howmedica Osteonics Corporation related to the Stryker Rejuvenate and AGB II hip implants. In connection with the foregoing, some of which has been litigated within the multidistrict arena, the firm has obtained tens of millions in recoveries for its clients.

OTHER AREAS **OF PRACTICE**

In addition to class action and mass tort litigation, the firm has extensive experience in the following practice areas: commercial and general civil litigation, corporate transactions, health law, insurance law, labor and employment law, marital and family law, real estate litigation and transaction, government affairs, receivership, construction law, appellate practice, estate planning, wealth preservation, healthcare provider reimbursement and contractual disputes, white collar and criminal defense, employment contracts, environmental, and alternative dispute resolution.

FIND US **ONLINE**

To learn more about KO, or any of the firm's other attorneys, please visit www.kolawyers.com.

FINANCIAL INSTITUTIONS

Aseltine v. Bank of America, N.A., 3:23-cv-00235 (W.D.N.C. 2024) – $21 million

McNeil v. Capital One, N.A., 1:19-cv-00473 (E.D.N.Y.) – Preliminary Approval - $16 million

Devore, et al. v. Dollar Bank, GD-21-008946 (Ct. Common Pleas Allegheny 2024) - $7 million

Nimsey v. Tinker Federal Credit Union, C1-2019-6084 (Dist. Ct. Oklahoma 2024) - $5.475 million

Precision Roofing of N. Fla. Inc., et al. v. CenterState Bank, 3:20-cv-352 (S.D. Fla. 2023) - $2.65 million

Checchia v. Bank of America, N.A., 2:21-cv-03585 (E.D. Pa. 2023) - $8 million

Quirk v. Liberty Bank, X03-HHD-CV20-6132741-S (Jud. Dist. Ct. Hartford 2023) - $1.4 million

Meier v. Prosperity Bank, 109569-CV (Dist. Ct. Brazoria 2023) - $1.6 million

Abercrombie v. TD Bank, N.A., 0:21-cv-61376 (S.D. Fla. 2022) - $4.35 million

Perks, et al. v. TD Bank, N.A., 1:18-cv-11176 (E.D.N.Y. 2022) - $41.5 million

Fallis v. Gate City Bank, 09-2019-CV-04007 (Dist. Ct., Cty. of Cass, N.D. 2022) - $1.8 million

Glass, et al. v. Delta Comm. Cred. Union, 2019CV317322 (Sup. Ct. Fulton Ga. 2022) - $2.8 million

Roy v. ESL Fed. Credit Union, 19-cv-06122 (W.D.N.Y. 2022) - $1.9 million

Wallace v. Wells Fargo, 17CV317775 (Sup. Ct. Santa Clara 2021) - $10 million

Doxey v. Community Bank, N.A., 8:19-CV-919 (N.D.N.Y. 2021) - $3 million

Coleman v. Alaska USA Federal Credit Union, 3:19-cv-0229-HRH (Dist. of Alaska 2021) - $1 million

Smith v. Fifth Third Bank, 1:18-cv-00464-DRC-SKB (W.D. Ohio 2021) - $5.2 million

Lambert v. Navy Federal Credit Union, 1:19-cv-00103-LO-MSN (S.D. Va. 2021) - $16 million

Roberts v. Capital One, N.A., 16 Civ. 4841 (LGS) (S.D.N.Y 2021) - $17 million

Lloyd v. Navy Federal Credit Union, 17-cv-01280-BAS-RBB (S.D. Ca. 2019) - $24.5million

Farrell v. Bank of America, N.A., 3:16-cv-00492-L-WVG (S.D. Ca. 2018) - $66.6 million

Bodnar v. Bank of America, N.A., 5:14-cv-03224-EGS (E.D. Pa. 2015) - $27.5 million

Morton v. Green Bank, 11-135-IV (20th Judicial District Tenn. 2018) - $1.5 million

Hawkins v. First Tenn. Bank, CT-004085-11 (13th Jud. Dist. Tenn. 2017) - $16.75 million

Payne v. Old National Bank, 82C01-1012 (Cir. Ct. Vanderburgh 2016) - $4.75 million

Swift. v. Bancorpsouth, 1:10-CV-00090 (N.D. Fla. 2016) - $24.0 million

Mello v. Susquehanna Bank, 1:09-MD-02046 (S.D. Fla. 2014) – $3.68 million

Johnson v. Community Bank, 3:11-CV-01405 (M.D. Pa. 2013) - $1.5 million

McKinley v. Great Western Bank, 1:09-MD-02036 (S.D. Fla. 2013) - $2.2 million

Blahut v. Harris Bank, 1:09-MD-02036 (S.D. Fla. 2013) - $9.4 million

Wolfgeher v. Commerce Bank, 1:09-MD-02036 (S.D. Fla. 2013) - $18.3 million

Case v. Bank of Oklahoma, 09-MD-02036 (S.D. Fla. 2012) - $19.0 million

Hawthorne v. Umpqua Bank, 3:11-CV-06700 (N.D. Cal. 2012) - $2.9 million

Simpson v. Citizens Bank, 2:12-CV-10267 (E.D. Mich. 2012) - $2.0 million

Harris v. Associated Bank, 1:09-MD-02036 (S.D. Fla. 2012) - $13.0 million

LaCour v. Whitney Bank, 8:11-CV-1896 (M.D. Fla. 2012) - $6.8 million

Orallo v. Bank of the West, 1:09-MD-202036 (S.D. Fla. 2012) - $18.0 million

Taulava v. Bank of Hawaii, 11-1-0337-02 (1st Cir. Hawaii 2011) - $9.0 million

DATA BREACH AND PRIVACY

In re: Fortra, MDL No. 3090 (S.D. Fla.) – $27 million

Crowe, et al. v. Managed Care of North America, Inc., 0:23-cv-61065-AHS (S.D. Fla.) – Co-Lead Counsel

Malinowski, et al. v. IBM Corp. and Johnson & Johnson, 7:23-cv-08421 (S.D.N.Y.) – Co-Lead Counsel

Gordon, et al. v. Zeroed-In Technologies, LLC, et al., 1:23-CV-03284 (D. Md.) – Co-Lead Counsel

Harrell, et al. v. Webtpa Employer Services LLC, 3:24-CV-01158 (N.D. Tex.) - Co-Lead Counsel

Gambino, et al. v. Berry Dunn Mcneil & Parker LLC, 2:24-CV-00146 (D. Me.) - $7.25 million

Isaac v. Greylock McKinnon Associates, Inc., 1:24-CV-10797 (D. Mass.) - $600,000

Rodriguez, et al. v. Caesars Entertainment, Inc., 2:23-CV-01447 (D. Nev.) - Steering Committee Chair

Owens v. MGM Resorts International, 2:23-cv-01480-RFB-MDC (D. Nev.) - $45 million

Doyle v. Luxottica of America, Inc., 1:20-cv-00908-MRB (S.D. Ohio) - Executive Committee

Doe, et al. v. Highmark, Inc., 2:23-cv-00250-NR (W.D. Penn.) - Executive Committee

Silvers, et al. v. HCA Healthcare, Inc., 1:23-cv-01003-LPH (S.D. In.) - Executive Committee

In re: 21st Century Oncology, MDL No. 2737 (M.D. Fla. 2021) - $21.8 million

In re: CaptureRx Data Breach, 5:21-cv-00523 (W.D. Tex. 2022) - $4.75 million

Lopez, et al. v. Volusion, LLC, 1:20-cv-00761 (W.D. Tex. 2022) - $4.3 million

Mathis v. Planet Home Lending, LLC, 3:24-CV-00127 (D. Conn.) - $2.425 million

Stadnik v. Sovos Compliance, LLC, 1:23-CV-12100 (D. Mass.) - $3.5 million

Turner v. Johns Hopkins, et al., 24-C-23-002983 (Md. Cir. Ct.) - $2.9 million

Peterson v. Vivendi Ticketing US LLC, 2:23-CV-07498 (C.D. Cal.) - $3.25 million

Katz et al. v. Einstein Healthcare Network, No. 02045 (Phila C.P.) - $1.6 million

Opris et al v. Sincera Reproductive Medicine et al, No. 2:21-cv-03072 (E.D. PA) - $1.2 million

Garza et al v. Healthalliance, Inc. et al, No. 7245012023 (N.Y. Sup. Ct.) - $1.29 million

---

CONSUMER PROTECTION

Ostendorf v. Grange Indemnity Ins. Co., 2:19-cv-01147-ALM-KAJ (E.D. Ohio 2020) - $12.6 million

Paris, et al. v. Progressive Select Ins. Co., et al., 19-21760-CIV (S.D. Fla. 2023) - $38 million

Spielman v. USAA, et al., 2:19-cv-01359-TJH-MAA (C.D. Ca. 2023) - $3 million

Walters v. Target Corp., 3:16-cv-1678-L-MDD (S.D. Cal. 2020) - $8.2 million

Papa v. Grieco Ford Fort Lauderdale, LLC, 18-cv-21897-JEM (S.D. Fla. 2019) - $4.9 million

In re Disposable Contact Lens Antitrust Litig., MDL 2626 (M.D. Fla.) - $88 million

Vandiver v. MD Billing Ltd., 2023LA000728 (18th Jud. Dist. Ill. 2023) - $24 million

Skrandel v. Costco Wholesale Corp., 9:21-cv-80826-BER (S.D. Fla. 2024) - $1.3 million

Evans v. Church & Dwight Co., Inc., 1:22-CV-06301 (N.D. Ill. 2023) - $2.5 million

In Re: Farm-Raised Salmon & Salmon Prod. Antitrust Litig., No. 1:19-cv-21551 (S.D. Fla. 2023) - $75 million

Perry v. Progressive Michigan, et al., 22-000971-CK (Cir. Ct. Washtenaw) - Class Counsel

In re Apple Simulated Casino-Style Games Litig., MDL No. 2958 (N.D. Cal.) - Executive Committee

In re Google Simulated Casino-Style Games Litig., MDL No. 3001 (N.D. Cal.) - Executive Committee

In re Facebook Simulated Casino-Style Games Litig., No. 5:21-cv-02777 (N.D. Cal.) - Exec. Committee

---

MASS TORT

In re Zantac Prods. Liab. Litig., MDL No. 2924 (S.D. Fla.) - Co-Lead Counsel

In re: National Prescription Opiate Litigation, No. MDL No. 2804 (N.D. Ohio) - $100 million

In re: Juul Labs, No. MDL No. 2913 (N.D. Cal.) - $26 million

In re: Davenport Hotel Building Collapse, LACE137119 (Dist. Ct. Scott Cty., Iowa) - Class Counsel

In re: 3M Combat Arms Earplug Prod. Liab. Litig., MDL No. 2885 (N.D. Fla.) - Numerous Plaintiffs

In re: Stryker Prod. Liab. Lit., 13-MD-2411 (Fla. Cir Ct.) - Numerous Plaintiffs



JEFF OSTROW

Managing Partner
ostrow@kolawyers.com
954.332.4200

Bar Admissions

Florida Bar
District of Columbia Bar

Court Admissions

Supreme Court of the United States
U.S. Court of Appeals for the Eleventh Circuit
U.S. Court of Appeals for the Ninth Circuit
U.S. District Court, Southern District of Florida
U.S. District Court, Middle District of Florida
U.S. District Court, Northern District of Florida
U.S. District Court, Northern District of Illinois
U.S. District Court, Eastern District of Michigan
U.S. District Court, Western District of Tennessee
U.S. District Court, Western District of Wisconsin
U.S. District Court, Western District of Kentucky
U.S. District Court, Northern District of New York
U.S. District Court, District of Colorado
U.S. District Court, Southern District of Indiana
U.S. District Court, Eastern District of Texas
U.S. District Court, District of Nebraska

Education

Nova Southeastern University, J.D. - 1997
University of Florida, B.S. – 1994

Jeff Ostrow is the Managing Partner of Kopelowitz Ostrow P.A. He established his own law practice in 1997 immediately upon graduation from law school and has since grown the firm to 30 attorneys in 3 offices throughout south Florida. In addition to overseeing the firm's day-to-day operations and strategic direction, Mr. Ostrow practices full time in the area of consumer class actions. He is a Martindale-Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics, which is the highest possible rating by the most widely recognized attorney rating organization in the world.

Mr. Ostrow is an accomplished trial attorney who has experience representing both Plaintiffs and Defendants. He has successfully tried many cases to verdict involving multi-million-dollar damage claims in state and federal courts. He is currently court-appointed lead counsel and sits on plaintiffs' executive committees in multiple high profile nationwide multi-district litigation actions involving cybersecurity breaches and related privacy issues.

Additionally, he has spent the past 15 years serving as lead counsel in dozens of nationwide and statewide class action lawsuits against many of the world's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over $1 billion for tens of millions of bank and credit union customers, as well as monumental changes in the way they assess fees. Those changes have forever revolutionized an industry, resulting in billions of dollars of savings. In addition, Mr. Ostrow has served as lead class counsel in many consumer class actions against some of the world's largest airlines, pharmaceutical companies, clothing retailers, health and auto insurance carriers, technology companies, and oil conglomerates, along with serving as class action defense counsel for some of the largest advertising and marketing agencies in the world, banking institutions, real estate developers, and mortgage companies. A selection of

settled class actions in which Mr. Ostrow has participated are listed herein above.

Mr. Ostrow often serves as outside General Counsel to companies, advising them in connection with their legal and regulatory needs. He has represented many Fortune 500® Companies in connection with their Florida litigation. He has handled cases covered by media outlets throughout the country and has been quoted many times on various legal topics in almost every major news publication, including the Wall Street Journal, New York Times, Washington Post, Miami Herald, and Sun-Sentinel. He has also appeared on CNN, ABC, NBC, CBS, Fox, ESPN, and almost every other major national and international television network in connection with his cases, which often involve industry changing litigation or athletes in Olympic swimming, professional boxing, the NFL, NBA and MLB.

Mr. Ostrow received a Bachelor of Science in Business Administration from the University of Florida in 1994 and Juris Doctorate from Nova Southeastern University in 1997. He is a licensed member of The Florida Bar and the District of Columbia Bar, is fully admitted to practice before the U.S. Supreme Court, U.S. Court of Appeals for the Ninth Circuit and Eleventh Circuit, the U.S. District Courts for the Southern, Middle, and Northern Districts of Florida, District of Colorado, Southern District of Indiana, Western District of Kentucky, Eastern District of Michigan, Northern District of Illinois, District of Nebraska, Northern District of New York, Western District of Tennessee, Eastern District of Texas, and Western District of Wisconsin. Mr. Ostrow is also member of several bar associations.

In addition to the law practice, he is the founder and president of ProPlayer Sports LLC, a full-service sports agency and marketing firm. He represents both Olympic Gold Medalist Swimmers, World Champion Boxers, and select NFL athletes, and is licensed by both the NFL Players Association as a certified Contract Advisor. At the agency, Mr. Ostrow handles all player-team negotiations of contracts, represents his clients in legal proceedings, negotiates all marketing and NIL engagements, and oversees public relations and crisis management. He has extensive experience in negotiating, mediating, and arbitrating a wide range of issues on behalf of clients with the NFL Players Association, the International Olympic Committee, the United States Olympic Committee, USA Swimming and the World Anti-Doping Agency. He has been an invited sports law guest speaker at New York University and Nova Southeastern University and has also served as a panelist at many industry-related conferences.

He is a lifetime member of the Million Dollar Advocates Forum. The Million Dollar Advocates Forum is the most prestigious group of trial lawyers in the United States. Membership is limited to attorneys who have had multi-million dollar jury verdicts. Additionally, he is consistently named as one of the top lawyers in Florida by Super Lawyers®, a publication that recognizes the best lawyers in each state. Mr. Ostrow is an inaugural recipient of the University of Florida's Warrington College of Business Administration Gator 100 award for the fastest growing University of Florida alumni- owned law firm in the world.

When not practicing law, Mr. Ostrow serves on the Board of Governors of Nova Southeastern University's Wayne Huizenga School of Business and is the Managing Member of One West LOA LLC, a commercial real estate development company with holdings in downtown Fort Lauderdale. He has previously sat on the boards of a national banking institution and a national healthcare marketing company. Mr. Ostrow is a founding board member for the Jorge Nation Foundation, a 501(c)(3) non-profit organization that partners with the Joe DiMaggio Children's Hospital to send children diagnosed with cancer on all-inclusive Dream Trips to destinations of their choice. Mr. Ostrow resides in Fort Lauderdale, Florida, and has 3 sons.



DAVID FERGUSON

Partner

Bar Admissions
The Florida Bar

Court Admissions
U.S. District Court, Southern District of Florida
U.S. District Court, Middle District of Florida
U.S. District Court, Northern District of Florida

Education
Nova Southeastern University, J.D. - 1993
Nova Southeastern University, B.S. – 1990

Email: ferguson@kolawyers.com

David L. Ferguson is an accomplished trial attorney and chairs the firm's litigation department. He routinely leads high stakes litigation across a wide array of practice areas, including, but not limited to, employment law, complex business litigation, class actions, product liability, catastrophic personal injury, civil rights, and regulatory enforcement actions.

Mr. Ferguson is a Martindale-Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics, a testament to the fact that his peers (lawyers and judges in the community) have ranked him at the highest level of professional excellence. Mr. Ferguson is well regarded as a formidable advocate in court and for providing creative and insightful strategic advice, particularly in emergency and extremely complex situations.

While in law school, Mr. Ferguson served as a Staff Member of the Nova Law Review. He was also a member of the Moot Court Society and the winner of the Moot Court Intramural Competition.

Representation of the Broward Sheriff's Office

Since 2013, Mr. Ferguson has had the privilege of representing the Broward Sheriff's Office ("BSO") in over 150 matters involving many different types of disputes and issues, including: defense of civil rights lawsuits in state and federal court; negotiating collective bargaining agreements with unions; and arbitrations brought by unions or employees subjected to termination or other significant discipline. Mr. Ferguson has had many arbitration final hearings and state and federal jury trials for BSO representing the agency as well as the Sheriff and numerous Deputies individually.

Class/Mass Actions

Mr. Ferguson has experience in class actions against large banks and some of the world's largest companies, including technology companies and oil conglomerates.

Additionally, during his career Mr. Ferguson has defended many large companies in MDL's, and mass and class actions, including medical equipment manufacturers, pharmaceutical companies, an aircraft parts and engine manufacturer and defense contractor, nationwide retailers, and a massive sugar manufacturer.

Mr. Ferguson has a great deal of experience litigating cases involving massive fraud claims, most often for victims, but also for select defendants. Mr. Ferguson's clients have included individual victims who have lost multiple millions of dollars in fraud schemes to large businesses with tremendous damages, including one international lending institution with damages in excess of $150 million. Additionally, Mr. Ferguson successfully represented several individuals and entities subjected to significant claims by a receiver and the United States Marshals Service in a massive billion-dollar Ponzi scheme involving a notorious Ft. Lauderdale lawyer and his law firm.

Regulatory Agency Enforcement Actions

Mr. Ferguson has extensive experience defending individuals and entities in significant enforcement actions brought by regulatory agencies, including the CFTC, FTC, and SEC.

Employment, Human Resources, and Related Matters

Mr. Ferguson has represented numerous business and individuals in employment and human resource related matters. Mr. Ferguson has represented several Fortune 50 companies, including Pratt & Whitney/UTC, Home Depot, and Office Depot in all phases of employment related matters. Mr. Ferguson has litigated virtually every type of discrimination and employment related claim, including claims based upon race, pregnancy, disability, national origin, religion, age, sexual preference, sexual harassment, worker's compensation, unemployment, FMLA leave, FLSA overtime, unpaid wages, whistleblower, and retaliation.

Mr. Ferguson primarily represents companies, but also represents select individuals who have claims against their present or former employers. In addition to the wide variety of employment claims discussed above, as plaintiff's counsel Mr. Ferguson has also handled federal False Claims Act (Qui Tam) and the Foreign Corrupt Practices Act claims brought by individuals.

Business Disputes

Throughout his legal career, as counsel for plaintiffs and defendants, Mr. Ferguson has handled a myriad of commercial cases involving all types of business disputes, including claims for breach of partnership agreements, breach of shareholder or limited liability company operating agreements; dissolution of corporations and limited liability companies; appointment of receivers; breaches of fiduciary duty; conversion; constructive trust; theft; negligent or intentional misrepresentation or omissions; fraudulent inducement; tortious interference; professional negligence or malpractice; derivate actions, breach of contract, real estate disputes, and construction disputes.

Noncompetition and Trade Secret Litigation

Mr. Ferguson routinely represents companies and individuals in commercial disputes involving unfair and deceptive trade practices, unfair competition and/or tortious interference with contracts or valuable business relationships. Often these cases involve the enforcement of noncompetition agreements and protection of valuable trade secrets. Mr. Ferguson has extensive experience representing businesses seeking to enforce their noncompetition agreements and/or protect trade secrets through suits for injunctive relief and damages and representing subsequent employers and individuals defending against such claims. He has obtained numerous injunctions for his clients and has also successfully defended against them numerous times, including getting injunctions dissolved that were entered against his clients without notice or prior to his representation. Mr. Ferguson has also obtained contempt sanctions and entitlement to punitive damages against individuals and entities who have stolen trade secrets from his clients.



ROBERT C. GILBERT

Partner

Bar Admissions
The Florida Bar
District of Columbia Bar

Court Admissions
Supreme Court of the United States
U.S. Court of Appeals for the 11th Circuit
U.S. District Court, Southern District of Florida
U.S. District Court, Middle District of Florida

Education
University of Miami School of Law, J.D. - 1985
Florida International University, B.S. - 1982

Email: *gilbert@kolawyers.com*

Robert C. "Bobby" Gilbert has over three decades of experience handling class actions, multidistrict litigation and complex business litigation throughout the United States. He has been appointed lead counsel, co-lead counsel, coordinating counsel or liaison counsel in many federal and state court class actions. Bobby has served as trial counsel in class actions and complex business litigation tried before judges, juries and arbitrators. He has also briefed and argued numerous appeals, including two precedent-setting cases before the Florida Supreme Court.

Bobby was appointed as Plaintiffs' Coordinating Counsel in *In re Checking Account Overdraft Litig.*, MDL 2036, class action litigation brought against many of the nation's largest banks that challenged the banks' internal practice of reordering debit card transactions in a manner designed to maximize the frequency of customer overdrafts. In that role, Bobby managed the large team of lawyers who prosecuted the class actions and served as the plaintiffs' liaison with the Court regarding management and administration of the multidistrict litigation. He also led or participated in settlement negotiations with the banks that resulted in settlements exceeding $1.1 billion, including Bank of America ($410 million), Citizens Financial ($137.5 million), JPMorgan Chase Bank ($110 million), PNC Bank ($90 million), TD Bank ($62 million), U.S. Bank ($55 million), Union Bank ($35 million) and Capital One ($31.7 million).

Bobby has been appointed to leadership positions is numerous other class actions and multidistrict litigation proceedings. He is currently serving as co-lead counsel in *In re Zantac (Ranitidine) Prods. Liab. Litig.*, 9:20-md-02924-RLR (S.D. Fla.), as well as liaison counsel in *In re Disposable Contact Lens Antitrust Litig.*, MDL 2626 (M.D. Fla.); liaison counsel in *In re 21st Century Oncology Customer Data Security Breach Litig.*, MDL 2737 (M.D. Fla.); and *In re Farm-Raised Salmon and Salmon Products Antitrust Litig.*, No. 19-21551 (S.D. Fla.). He previously served as liaison counsel for indirect purchasers in *In re Terazosin Hydrochloride Antitrust Litig.*, MDL 1317 (S.D. Fla.), an antitrust class action that settled for over $74 million.

For the past 18 years, Bobby has represented thousands of Florida homeowners in class actions to recover full compensation under the Florida Constitution based on the Florida Department of Agriculture's taking and destruction of the homeowners' private property. As lead counsel, Bobby argued before the Florida Supreme Court to establish the homeowners' right to pursue their claims; served as trial counsel in non-jury liability trials followed by jury trials that established the amount of full compensation owed to the homeowners for their private property; and handled all appellate proceedings. Bobby's tireless efforts on behalf of the homeowners resulted in judgments exceeding $93 million.

Bobby previously served as an Adjunct Professor at Vanderbilt University Law School, where he co-taught a course on complex litigation in federal courts that focused on multidistrict litigation and class actions. He continues to frequently lecture and make presentations on a variety of topics.

Bobby has served for many years as a trustee of the Greater Miami Jewish Federation and previously served as chairman of the board of the Alexander Muss High School in Israel, and as a trustee of The Miami Foundation.



JONATHAN M. STREISFELD

Partner

Bar Admissions

The Florida Bar

Court Admissions

Supreme Court of the United States
U.S. Court of Appeals for the First, Second, Fourth, Fifth Ninth, and Eleventh Circuits
U.S. District Court, Southern District of Florida
U.S. District Court, Middle District of Florida
U.S. District Court, Northern District of Florida
U.S. District Court, Northern District of Illinois
U.S. District Court, Western District of Michigan
U.S. District Court, Western District of New York
U.S. District Court, Western District of Tennessee

Education

Nova Southeastern University, J.D. - 1997
Syracuse University, B.S. - 1994

Email: **streisfeld@kolawers.com**

Jonathan M. Streisfeld joined KO as a partner in 2008. Mr. Streisfeld concentrates his practice in the areas of consumer class actions, business litigation, and appeals nationwide. He is a Martindale Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics.

Mr. Streisfeld has vast and successful experience in class action litigation, serving as class counsel in nationwide and statewide consumer class action lawsuits against the nation's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over $500,000,000 for tens of millions of bank and credit union customers, as well as profound changes in the way banks assess fees. Additionally, he has and continues to serve as lead and class counsel for consumers in many class actions involving false advertising and pricing, defective products, data breach and privacy, automobile defects, airlines, mortgages, and payday lending. Mr. Streisfeld has also litigated class actions against some of the largest health and automobile insurance carriers and oil conglomerates, and defended class and collective actions in other contexts.

Mr. Streisfeld has represented a variety of businesses and individuals in a broad range of business litigation matters, including contract, fraud, breach of fiduciary duty, intellectual property, real estate, shareholder disputes, wage and hour, and deceptive trade practices claims. He also assists business owners and individuals with documenting contractual relationships and resolving disputes. Mr. Streisfeld has also provided legal representation in bid protest proceedings.

Mr. Streisfeld oversees the firm's appellate and litigation support practice, representing clients in the appeal of final and non-final orders, as well as writs of certiorari, mandamus, and prohibition. His appellate practice includes civil and marital and family law matters.

Previously, Mr. Streisfeld served as outside assistant city attorney for the City of Plantation and Village of Wellington in a broad range of litigation matters. As a member of The Florida Bar, Mr. Streisfeld served for many years on the Executive Council of the Appellate Practice Section and is a past Chair of the Section's Communications Committee.



KEN GRUNFELD

Partner

Bar Admissions
The Pennsylvania Bar
The New Jersey Bar

Court Admissions
U.S. Court of Appeals for the Third, Fourth, Fifth, Ninth, Tenth and Eleventh Circuits
U.S. District Ct, Eastern District of Pennsylvania
U.S. District Ct, Middle District of Pennsylvania
U.S. District Ct, Western District of Pennsylvania
U.S. District Ct, District of New Jersey
U.S. District Ct, Eastern District of Michigan
U.S. District Ct, Western District of Wisconsin

Education
Villanova University School of Law, J.D., 1999
University of Michigan, 1996

Email: grunfeld@kolawyers.com

Ken Grunfeld is one of the newest KO partners, having just started working at the firm in 2023. Having worked at one of Philadelphia's largest and most prestigious defense firms for nearly a decade defending pharmaceutical manufacturers, national railroads, asbestos companies and corporate clients in consumer protection, products liability, insurance coverage and other complex commercial disputes while working, Mr. Grunfeld "switched sides" about 15 years ago.

Since then, he has become one of the city's most prolific and well-known Philadelphia class action lawyers. His cases have resulted in the recovery of hundreds of millions of dollars for injured individuals.

Mr. Grunfeld brings with him a wealth of pre-trial, trial, and appellate work experience in both state and federal courts. He has successfully taken many cases to verdict. Currently, he serves as lead counsel in a number of nationwide class actions. Whether by settlement or judgment, Mr. Grunfeld makes sure the offending companies' wrongful practices have been addressed. He believes the most important part of bringing a wrongdoer to justice is to ensure that it never happens again; class actions can be a true instrument for change if done well.

Mr. Grunfeld has been named a Super Lawyer numerous times throughout his career. He has been a member of the Philadelphia, Pennsylvania, and American Bar Associations, as well as a member of the American Association for Justice (AAJ). He was a Finalist for AAJ's prestigious Trial Lawyer of the Year Award in 2012 and currently serves as AAJ's Vice Chair of the Class Action Law Group. To his strong view that attorneys should act ethically, he volunteers his time as a Hearing Committee Member for the Disciplinary Board of the Supreme Court of Pennsylvania.

Mr. Grunfeld received his undergraduate degree from the University of Michigan. He is an active member of the Michigan Alumni Association, Philadelphia chapter and serves as a Michigan Alumni Student recruiter for local high schools. He received his Juris Doctor from the Villanova University School of Law. He was a member of the Villanova Law Review and graduated Order of the Coif.

Ken is a life-long Philadelphian. He makes his home in Bala Cynwyd, Pennsylvania, where he resides with his wife, Jennifer, and his year-old twins.

KRISTEN LAKE CARDOSO

Partner



Bar Admissions
The Florida Bar
The State Bar of California

Court Admissions
U.S. District Court, Southern District of Florida
U.S. District Court, Middle District of Florida
U.S. District Court, Central District of California
U.S. District Court, Eastern District of California
U.S. District Court, Northern District of Illinois
U.S. District Court, Eastern District of Michigan

Education
Nova Southeastern University, J.D., 2007
University of Florida, B.A., 2004

Email: **cardoso@kolawyers.com**

Kristen Lake Cardoso is a litigation attorney focusing on consumer class actions and complex commercial litigation. She has gained valuable experience representing individuals and businesses in state and federal courts at both the trial and appellate levels in a variety of litigation matters, including contractual claims, violations of consumer protection statutes, fraud, breach of fiduciary duty, negligence, professional liability, real estate claims, enforcement of non-compete agreements, trade secret infringement, shareholder disputes, deceptive trade practices, and other business torts.

Currently, Ms. Cardoso serves as counsel in nationwide and statewide class action lawsuits concerning violations of state consumer protection statutes, false advertising, defective products, data breaches, and breaches of contract. Ms. Cardoso is actively litigating cases against major U.S. airlines for their failure to refund fares following flight cancellations and schedule changes, as well cases against manufacturers for their sale and misleading marketing of products, including defective cosmetics and nutritional supplements. Ms. Cardoso as also represented students seeking reimbursements of tuition, room and board, and other fees paid to their colleges and universities for in-person education, housing, meals, and other services not provided when campuses closed during the COVID-19 pandemic. Additionally, Ms. Cardoso has represented consumers seeking recovery of gambling losses from tech companies that profit from illegal gambling games offered, sold, and distributed on their platforms.

Ms. Cardoso is admitted to practice law throughout the states of Florida and California, as well as in the United States District Courts for the Southern District of Florida, Middle District of Florida, Central District of California, Eastern District of California Northern District of Illinois, and Eastern District of Michigan.

Ms. Cardoso attended the University of Florida, where she received her Bachelor's degree in Political Science, cum laude, and was inducted as a member of Phi Beta Kappa honor society. She received her law degree from Nova Southeastern University, magna cum laude. While in law school, Ms. Cardoso served as an Articles Editor for the Nova Law Review, was on the Dean's List, and was the recipient of a scholarship granted by the Broward County Hispanic Bar Association for her academic achievements. When not practicing law, Ms. Cardoso serves as a volunteer at Saint David Catholic School, including as a member of the school Advisory Board and an executive member of the Faculty Student Association. She has also served on various committees with the Junior League of Greater Fort Lauderdale geared towards improving the local community through leadership and volunteering.



STEVEN SUKERT

Partner

Bar Admissions

The Florida Bar
The New York Bar

Court Admissions

United States District Court, Southern District of Florida
United States District Court, Middle District of Florida
United States District Court, Southern District of New York
United States District Court, Eastern District of New York
United States District Court, Northern District of Illinois
United States District Court, Central District of Illinois

Education

Georgetown University Law Center, J.D., 20018
Northwestern University, B.S., 2010

Email: sukert@kolawyers.com

Steven Sukert has experience in all aspects of complex litigation in federal and state court, including drafting successful dispositive motions and appeals, handling discovery, and arguing court hearings. Steven focuses his practice at KO on complex class actions and multi-district litigations in courts around the country, including in data privacy, bank overdraft fee, and other consumer protection cases.

Before joining KO, Steven gained experience at Gunster, Yoakley & Stewart, P.A. in Miami in high-stakes commercial cases often involving trade secret and intellectual property claims, consumer contract claims, and legal malpractice claims, as well as in international arbitrations. Steven co-authored an amicus brief in the Florida Supreme Court case Airbnb, Inc. v. Doe (Case No. SC20-1167), and helped organize the American Bar Association's inaugural International Arbitration Masterclass, in 2021.

Steven was born and raised in Miami. He returned to his home city after law school to clerk for the Honorable James Lawrence King in the U.S. District Court for the Southern District of Florida.

In 2018, Steven earned his J.D. from Georgetown University Law Center. While living in the nation's capital, he worked at the U.S. Department of Labor, Office of the Solicitor, where he won the Gary S. Tell ERISA Litigation Award; the Civil Fraud Section of the U.S Department of Justice, where he worked on large Medicare fraud cases and pioneered the use of the False Claims Act in the context of pharmaceutical manufacturers who engaged in price fixing; and the Lawyers' Committee for Civil Rights Under Law, where his proposal for writing an amicus brief in the Janus v. AFSCME U.S. Supreme Court case was adopted by the organization's board of directors.

Steven has a degree in Molecular Biology from Northwestern University. Prior to his legal career, he worked as a biomedical laboratory researcher at the Diabetes Research Institute in Miami.

CAROLINE HERTER

Associate



Bar Admissions
The Florida Bar

Court Admissions
U.S. District Court, Middle District of Florida
U.S. District Court, Southern District of Florida
U.S. Bankruptcy Court, Southern District of Florida

Education
University of Miami School of Law, J.D. - 2020
University of Miami, B.S. – 2016

Email: Herter@kolawyers.com

Caroline Herter is a litigation attorney at the firm's Fort Lauderdale office. Caroline focuses her practice on consumer class actions, mass torts, and white-collar commercial litigation in state and federal courts nationwide. She has gained valuable experience representing individuals and businesses to hold wrongdoers accountable through claims involving personal injury, wrongful death, consumer fraud, products liability, breach of fiduciary duty, civil theft/conversion, corporate veil-piercing, fraudulent transfer, tortious interference, False Claims Act violations, and the like.

Before joining KO, Caroline worked at a boutique law firm in Miami where she represented plaintiffs in matters involving creditor's rights, insolvency, and asset recovery. She now applies this experience throughout her practice at KO, often combining equitable remedies with legal claims to ensure the best chance of recovery for her clients.

Notable cases that Caroline has been involved in include *In Re: Champlain Towers South Collapse Litigation*, where she was a member of the team serving as lead counsel for the families of the 98 individuals who lost their lives in the tragic condominium collapse. The case resulted in over $1 billion recovered for class members, the second-largest settlement in Florida history. She also co-authored a successful petition for certiorari to the United States Supreme Court in *Olhausen v. Arriva Medical, LLC et al.*, a False Claims Act case involving the standard for determining a defendant's scienter, which led the high Court to reverse the Eleventh Circuit Court of Appeal's earlier ruling against her client.

Caroline earned her law degree from the University of Miami School of Law, summa cum laude, where she received awards for the highest grade in multiple courses. During law school Caroline was an editor of the University of Miami Law Review and a member of the Moot Court Board.

Outside of her law practice, Caroline serves on the Board of Directors of the non-profit organization Americans for Immigrant Justice.

EXHIBIT 5

MIGLIACCIO&RATHODLLP

SUMMARY

The attorneys at Migliaccio & Rathod LLP ("M&R") have decades of experience in complex civil litigation and have successfully prosecuted a number of noteworthy consumer protection, data breach and privacy, civil rights, and wage theft cases. The firm's attorneys, located in Washington D.C. and San Francisco, focus primarily on class or collective actions and take all of their cases on a contingent basis. The attorneys at the firm have litigated cases leading to recoveries of hundreds of millions of dollars for consumers, workers, and other victims of corporate misconduct. M&R has a track record of investing the time, energy, and resources necessary to develop cases which implicate significant economic, societal, privacy, and health concerns.

NOTABLE MATTERS AND SUCCESSES

- *In re: Philips Recalled CPAP, Bi-Level Pap, and Mechanical Ventilator Products Litigation*, MDL No. 3014 (W.D. Pa.). Represent plaintiffs in MDL. M&R attorney one of 12 appointed to Plaintiff Steering Committee and co-chairs the Science and Experts Committee as well as chairs the Class Action and Experts Subcommittee. The class action track settled for a $479 million common fund (final approval granted), the medical monitoring track settled for $25 million (approval pending), and personal injury claims settled for over $1 billion.

- *In Re: Kia Hyundai Vehicle Theft Litigation*, No. 8:22-ml-03052-JVS-KES (C.D. Cal.). Represent plaintiffs in MDL concerning a security vulnerability in millions of vehicles manufactured by Hyundai and Kia that made them susceptible to theft. A non-reversionary common fund settlement totaling $80-$145 million is pending final approval and the litigation resulted in a software update being provided to class members to address the underlying security vulnerability.

- *Valsartan N-Nitrosodimethylamine (NDMA) Products Liability Litigation*, MDL Case No: 1:19-md-02875-RBK-JS (D.N.J.). Represent plaintiffs in multi-district litigation arising from worldwide recalls of generic Valsartan that had been found to be contaminated with probable human carcinogens. M&R was appointed to the Plaintiffs' Steering Committee and serves as co-chair of the medical monitoring committee. The court granted class certification for medical monitoring for several states and appointed M&R attorney as one of two class counsel.

- *Young v. Nationwide Mut. Ins. Co.*, 693 F.3d 532, 535 (6th Cir. 2012). Represented classes of insureds against several major insurance companies for the failure to use technological advances in verifying the addresses of insureds, leading to overcharges. The Sixth Circuit opinion was foundational for a relaxed standard for ascertainability in that circuit. Litigation culminated in several multi-million dollar settlements.

- *Limbaugh, et al. v. Norwood Clinic, Inc.*, No. 01-cv-2022900085 (Ala. Cir. Ct.). M&R was appointed settlement class counsel in settlement for nationwide class of patients whose private information was exposed. Relief included a $2.3 million non-reversionary common fund.

- *In re Wright & Filippis, LLC Data Security Breach Litigation*, Case No. 2:22-cv-12908-SFC-EAS (E.D. Mich.). M&R was appointed settlement class counsel in settlement for nationwide class of consumers whose private information was exposed. Relief includes a $2.9 million non-reversionary common fund.

- *Carmack v. Snap-On Inc.*, 2:22-cv-695 (E.D. Wis.). M&R was appointed sole settlement class counsel in settlement for nationwide class of employees whose information was compromised in a data breach. The settlement provided for reimbursement of certain categories of losses as well as enhancement of cybersecurity practices.

- *McHenry v. Advent Health Partners, Inc.*, 3:22-cv-00287 (M.D. Tenn.). M&R was settlement class counsel in settlement for nationwide class of patients whose private information was exposed in a cyberattack. The settlement provided for reimbursement of certain categories of losses as well as enhancement of cybersecurity practices.

- *Hoover et al. v. Camping World Group, LLC et al*., Civil Action No. 2023LA000372 (Il. Cir. Ct.). M&R was appointed settlement class counsel in settlement for nationwide class of consumers whose private information was exposed. Relief includes a $650,000 non-reversionary common fund.

- *Bickham v. Reprosource Fertility Diagnostics, Inc.*, No. 1:21-CV-11879-GAO (D. Mass.). M&R was appointed settlement class counsel in settlement for nationwide class of patients whose private information was exposed. Relief includes a $1.25 million non-reversionary common fund.

- *Williams v. Monarch*, No. 2023-CVS-105 (N.C. Bus. Ct.). M&R was appointed settlement class counsel in settlement for nationwide class of patients whose private information was exposed. Relief includes a $1.1 million non-reversionary common fund.

- *Weisenberger v. Ameritas Mutual Holding Co*., No. 4:21-cv-03156 (D. Neb.). M&R was appointed sole settlement class counsel in settlement for nationwide class of insureds whose private information was exposed. The settlement provided for reimbursement of certain categories of losses, extended credit monitoring, and enhancement of cybersecurity practices.

- *Carlotti v. ASUS Computer International, et al*, No. 18-cv-00369 (N.D. Cal.). Represented plaintiffs in a class action suit brought on behalf of purchasers of ASUS Rog Strix GL502VS or GL502VSK laptops with defective batteries or which overheat due to their insufficient cooling system. Benefits of the resulting settlement include cash payment of up to $110 or credit certificate of up to $210 for any impacted individual. Settlement valued at $16 million.

- *Brown et al. v. Hyundai Motor America, et ano.,* Case. No. 2:18-cv-11249 (D.N.J.) M&R was appointed co-lead class counsel in an action brought arising from Hyundai's alleged manufacture, design, marketing and sale of vehicles with a piston-slap defect. The case settled

on a class-action basis, and class members were provided with an extended warranty, and reimbursement of expenses.

- *In re National Security Agency Telecommunications Records Litigation*, Case No. 3:06-md-01791 (N.D. Cal.). Represented Sprint subscribers in privacy suit against telecom companies to enjoin the alleged disclosure to the National Security Agency of telephone calling records. Appointed, with co-counsel, interim lead counsel for the Sprint subscriber class in the MDL proceedings. The litigation was ultimately dismissed after Congress granted retroactive immunity to the telecom companies.

- *Wheeler et al. v. Lenovo (United States) Inc.*, Case No. 13-0007150 (D.C. Sup. Ct.) and *Kacsuta v. Lenovo (United States)*, *Inc.*, Case No. 13-00316 (C.D. Cal.). Represented plaintiffs in a class action brought on behalf of purchasers of Lenovo laptops that suffered from Wi-Fi connectivity problems. Served among the Court-appointed class counsel in a nationwide settlement where Lenovo agreed to refund $100 cash or issue a $250 voucher (which required no purchase to use) to owners of the laptops.

- *Fath et al. v. Honda North America, Inc.*, Case No. 0:18-cv-01549 (D. Minn.). M&R served on the Plaintiff Steering Committee in this nationwide action arising from Honda's alleged manufacture, design, marketing and sale of vehicles with a fuel dilution defect. The case settled on a class action basis, and class members were provided with an extended warranty, reimbursement of expenses, and a product update where applicable.

- *Washington v. Navy Federal Credit Union*, Case No. 2019 CA 005735 B (D.C. Super. Ct.). Represented a settlement class of individuals whose rights were allegedly violated by Navy Federal Credit Union when they had their vehicles repossessed. The court granted approval of the $800,000 common fund class action settlement in the Fall of 2020. Each class member received no less than $748.12.

- *Hill v. County of Montgomery et al.*: Case No.: 9:14-cv-00933 (N.D.N.Y.). M&R served as co-lead counsel in this conditions of confinement civil rights class action for the alleged provision of insufficient sustenance in the Montgomery County Jail in upstate New York. After years of litigation, the case settled on a class action basis for $1,000,000, providing significant relief to the class of inmates and detainees.

- *Vasquez et al. v. Libre by Nexus, Inc. et al.*: Case No. 4:17- cv-00755 (N.D.Cal.). Represented migrants released from detention who allegedly suffered from unfair and deceptive practices – including having to wear an ankle monitor – by the middleman that arranged for bond to be posted. A nationwide class action settlement has been granted final approval.

- *In re: JUUL Labs, Inc. Products Litigation*, Case No. 3:18-cv-02499 (N.D. Cal.) M&R was appointed as co-lead interim class counsel prior to formation of an MDL in action brought on behalf of a nationwide class arising from marketing and sale of electronic cigarettes by JUUL, the world's largest e-cigarette manufacturer. M&R wrote key aspects of the motion to dismiss

briefing, which was later relied on in MDL opinions. In the MDL, M&R assisted with class representative discovery.

- *Adeli v. Silverstar Automotive, Inc.*, Case No. 5:17-cv-05224 (W.D. Ark.). M&R was co-lead trial counsel in this individual consumer fraud suit for economic losses that resulted in a trial verdict of over $5.8 million, the vast majority of which was in punitive damages (judgment later reduced to $533,622, inclusive of a reduced but sizable punitive damages amount, which was affirmed by the Eighth Circuit Court of Appeals).

- *Bendetowies et al. v. Facebook, Inc.*: Case No. 1:18-cv-06263 (N.D.Cal.). Represented consumers in a class action against Facebook for its failure to exercise reasonable care in securing and safeguarding its account holders' Private Information. Plaintiffs alleged that Facebook's security failures exposed Plaintiffs' and Class members' Private Information to a massive security breach affecting approximately 50 million Facebook users. The failures put Plaintiffs' and Class members' personal and financial information and interests at serious, immediate, and ongoing risk.

- *Sonya O. Carr v. Transit Employee Federal Credit Union*: Case No. 19-cv-005735 (D.C. Super. Ct.). Represented a settlement class of individuals whose rights were allegedly violated by Transit Employee Federal Credit Union when they had their vehicles repossessed. The court granted approval of a$215,000 common fund class action settlement. Each class member received no less than $1,000.

- *Matthews v. TCL Communications et al.,* Case No. 3:17-cv-95 (W.D.N.C.). Represented plaintiffs in a class action brought on behalf of purchasers of Alcatel OneTouch Idol 3 smartphones who alleged that a firmware update removed Band 12 LTE functionality from their phones, greatly reducing their functionality. Served as Court-appointed class counsel in a class action settlement which provided class members with either the reinstatement of Band 12 LTE functionality on their phones, or new phones with LTE Band 12 functionality.

- *Snodgrass v. Bob Evans*, Case No. 2:12-cv-768 (S.D. Ohio). Represented Bob Evans' Assistant Managers in a case alleging that Bob Evans, a restaurant chain with hundreds of locations predominantly in the Midwest, had misclassified its Assistant Managers as exempt from federal and state overtime laws. After a landmark ruling on the application of the so-called "fluctuating workweek" method of payment, the lawsuit settled for $16.5 million. The gross recovery per class member was approximately $6,380. In issuing its order approving the settlement, the court took special note of the "competence of class counsel in prosecuting this complex litigation."

- *Corbin v. CFRA, LLC*, Case No. 1:15-cv-00405 (M.D.N.C.). Represented 1,520 servers in collective action against major IHOP franchise for wage theft violations, culminating in $1.725 million settlement.

- *Craig v. Rite Aid*, Case No. 4:08-CV-2317 (M.D. Pa.). Represented Rite Aid Assistant Managers in a case alleging that Rite Aid had misclassified its Assistant Managers as exempt from federal and state overtime laws. Plaintiffs alleged that their primary duties involved manual labor such as loading and unloading boxes, stocking shelves, cashiering and other duties which are not exempt under federal and state overtime laws. After extensive litigation, the case settled for $20.9 million, covering over 1,900 current and former assistant store managers. In issuing its order approving the settlement, the court stated that the settlement "represents an excellent and optimal settlement award for the Class Members" resulting from "diligent, exhaustive, and well-informed negotiations."

- *Peppler, et al. v. Postmates, Inc*., Case No. 2015 CA 006560 (D.C. Sup. Ct.) and *Singer, et al. v. Postmates, Inc*., 4:15-cv-01284-JSW (N.D. Cal.). Represented plaintiffs in a wage theft class action against application-based courier startup company, alleging that the couriers were misclassified as independent contractors. M&R was named class counsel in the settlement agreement providing for $8.75 million in relief to a nationwide class.

- *Bland v. Calfrac Well Services*, Case No. 2:12-cv-01407 (W.D. Pa.). Represented oil field workers in a nationwide collective and class action lawsuit against Defendant Calfrac Well Services for its alleged failure to properly pay overtime to its field operators. After extensive litigation, the case settled for $6 million, which provided a gross recovery per class member of between $250 and approximately $11,500.

- *Nelson v. Sabre Companies LLC*, Case No. 1:15-cv-0314 (N.D.N.Y.). M&R was lead counsel in this nationwide collective action that settled for $2.1 million on behalf of oil and gas workers for unpaid overtime.

- *Beture v. Samsung Electronics America*, Case No. 17-cv-05757 (D.N.J.). M&R was appointed as co-lead interim class counsel in action brought on behalf of a nationwide class arising from a hardware defect affecting hundreds of thousands of Samsung Galaxy Note 4 smartphones.

- *McFadden et al. v. Microsoft Corporation*, Case No. 2:20-cv-00640 (W.D. Wash.) M&R was appointed as co-lead interim class counsel in an action brought on behalf of a nationwide class arising from a hardware defect affecting Microsoft X-Box video game controllers.

- *Restaino et al. v. Mario Badescu, Inc.*, Case No. MID-L-5830-14 (N.J. Super. Ct.). Represented 36 individuals who had become physically addicted to undisclosed corticosteroids in a purportedly botanical face cream, and sought damages for personal injuries arising from the symptoms of topical steroid withdrawal. After three years of litigation, the case settled for significant relief to the plaintiffs.

- *Walsh et al. v. Globalstar, Inc*., Case No. 3:07-cv-01941 (N.D. Cal.), represented Globalstar satellite telephone service customers who brought claims that Globalstar knew that it was experiencing failures in its satellite constellation and its satellite service was rapidly deteriorating and was no longer useful for its intended purpose, yet failed to disclose this

information to its potential and existing customers. Served as Court-appointed class counsel in a nationwide settlement that provided an assortment of benefit options, including, but not limited to, monetary account credits, free minutes, or cash back for returned equipment.

- *Delandro v. County of Allegheny*, Case No. 06-927 (W.D. Pa.). Represented pre-trial detainees who were subjected to unlawful strip searches prior to their admission at Allegheny County Jail, located in Pittsburgh, PA. After winning class certification, partial summary judgment on liability, and an injunction, the case settled for $3 million.

- *Nnadili v. Chevron*, Case No. 02-1620 (D.D.C.). Represented owners and residents of properties in the District of Columbia that were contaminated with gasoline constituents from leaking underground storage tanks that were installed by Chevron. The plaintiffs, who resided in over 200 properties in the Riggs Park neighborhood of Northeast Washington, D.C., alleged that Chevron's contamination interfered with the use and enjoyment of their property, impacted their property values, constituted a trespass on their land, and caused fear and emotional distress. The United States Environmental Protection Agency conducted an extensive investigation into the contamination. After approximately five years of litigation, the case settled for $6.2 million.

- *Ousmane v. City of New York,* Case No. 402648/04 (NY Sup. Ct.). Represented New York City Street vendors in a pro bono class action suit against the City of New York for excessive fines and helped secure a settlement with a value of over $1 million.

- *Stillman v. Staples*, Case No. 07-849 (D.N.J.). Represented Staples Assistant Managers in Fair Labor Standards Act Claims for unpaid overtime. Served as a member of the trial team where the plaintiffs won a nearly $2.5 million verdict against Staples for unpaid overtime on behalf of 342 sales managers after a six-week jury trial. After the verdict, nearly a dozen wage and hour cases against Staples from across the country were consolidated in a multi-district litigation. Served in a central role in the consolidated litigation, which lasted nearly two years after the *Stillman* verdict. The consolidated litigation ultimately settled for $42 million.

MIGLIACCIO&RATHOD LLP

ATTORNEYS

Nicholas A. Migliaccio

Nicholas Migliaccio has been practicing for over 20 years and litigates across the firm's practice areas. He has successfully prosecuted numerous noteworthy class and mass action cases over the course of his career, and has been appointed class counsel in both litigation and settlement classes. He has been recognized by his peers as a Superlawyer in 2016 - 2024.

Mr. Migliaccio graduated from the State University of New York at Binghamton in 1997 (B.A., *cum laude* in Environmental Studies and Philosophy) and received his law degree from Georgetown University Law Center in 2001, where he was an Editor of the Georgetown International Environmental Law Review.

Notable Cases Include:

- Representing consumers and patients in several data privacy class action settlements, including in *In re Wright & Filippis, LLC Data Security Breach Litigation*, Case No. 2:22-cv-12908-SFC-EAS (E.D. Mich.) (M&R settlement class counsel); *Limbaugh, et al. v. Norwood Clinic, Inc.*, No. 01-cv-2022900085 (Ala. Cir. Ct.) (M&R settlement class counsel); *McHenry v. Advent Health Partners, Inc*., No. 3:22-cv-00287 (M.D. Tenn.) (M&R settlement class counsel); *Hoover et al. v. Camping World Group, LLC et al*., Civil Action No. 2023LA000372 (Il. Cir. Ct.) (M&R settlement class counsel); *Owens, et al. v. US Radiology Specialists, Inc., et al*., No. 22-cvs-17797 (N.C. Super. Ct.) (M&R settlement class counsel); *Carmack v. Snap-On, Inc.*, No. 2:22-cv-00695-WED (W.D. Wisc.) (M&R settlement class counsel); *Stark, et al. v. Acuity Brands, Inc.*, No. 23-EV-006179H (Ga. Fulton Co.) (M&R settlement class counsel); *Bickham v. Reprosource Fertility Diagnostics, Inc.*, No. 1:21-CV-11879-GAO (D. Mass.) (M&R settlement class counsel); *Weisenberger v. Ameritas Mutual Holding Co*., No. 4:21-cv-03156 (D. Neb.) (M&R settlement class counsel, final approval pending); *Salinas et al. v Block, Inc. et al*., No. 3:22-cv-04823 (N.D. Cal.) (M&R settlement class counsel, final approval pending).
- Represented assistant managers in a Fair Labor Standards Act misclassification case and served as a member of the trial team for a six-week jury trial that resulted in a $2.5 plaintiffs' verdict. After the verdict, nearly a dozen wage and hour cases against the defendant from across the country were consolidated in a multi-district litigation. Served in a central role in the consolidated litigation, which ultimately settled for $42 million.
- Represented worker class in wage theft assistant manager misclassification case against national restaurant chain that culminated in a $16.5 million settlement
- Represented worker class in wage theft rate miscalculation case against multinational fracking company, resulting in $6 million settlement

- Represented plaintiffs in a consumer class in defective laptop case against multinational computer manufacturer, resulting in a nationwide settlement where defendant agreed to refund $100 cash or issue a $250 voucher (which required no purchase to use) to owners of the laptops.
- Represented pre-trial detainees who were subjected to unlawful strip searches prior to their admission at Allegheny County Jail, located in Pittsburgh, PA. After winning class certification, partial summary judgment on liability, and an injunction, the case settled for $3 million.
- Represented owners and residents of properties in the District of Columbia that were contaminated with gasoline constituents from leaking underground storage tanks that were installed by a major oil company. The plaintiffs alleged that the contamination interfered with the use and enjoyment of their property, impacted their property values, constituted a trespass on their land, and caused fear and emotional distress. After extensive litigation, the case settled for $6.2 million.
- Represented New York City street vendors in a pro bono class action suit against the City of New York for excessive fines and helped secure a settlement with a value of over $1 million.
- Appointed to leadership in recent major data breach cases involving hospitals and health records, including in *In re Netgain Technology, LLC, Consumer Data Breach Litigation*, No. 0:21-cv-01210 (D. Minn.) and in *In re Eskenazi Health Data Incident Litigation*, No. 49D01-2111-PL-038870 (Ind. Sup. Ct.)

Admissions:

- New York
- Washington, D.C.
- United States Court of Appeals for the Third Circuit
- United States Court of Appeals for the Fourth Circuit
- United States Court of Appeals for the Sixth Circuit
- United States District Court for the District of Colorado
- United States District Court for the District of Columbia
- United States District Court for the District of Maryland
- United States District Court for the Eastern District of Michigan
- United States District Court for the Eastern District of New York
- United States District Court for the Northern District of New York
- United States District Court for the Southern District of New York
- United States District Court for the Western District of New York
- United States District Court for the Western District of Pennsylvania

Education:

- Georgetown University Law Center, J.D., 2001
- State University of New York at Binghamton, BA, 1997

Publications and Speaking Engagements:

- Co-authored "Environmental Contamination Treatise: Overview of the Litigation Process," in R. Simons, Ph.D, When Bad Things Happen to Good Property (Environmental Law Institute, 2005).
- Presentation on *The Motor Carrier Act Exception to the FLSA's Overtime Provisions - 13(b)(1) and the SAFETEA-LU Amendments*, Worker's Injury Litigation Group / Ohio Association of Justice Meeting, Winter 2014.
- Presentation on *Litigating Fair Labor Standards Act Collective Action Cases,* Worker's Injury Litigation Group / Ohio Association of Justice Convention, Fall 2011.

Awards:

- SuperLawyers, 2016, 2017, 2018, 2019, 2020, and 2021

MIGLIACCIO&RATHOD LLP

Jason S. Rathod

Jason S. Rathod is a founding partner of Migliaccio & Rathod LLP and an accomplished plaintiff-side class action lawyer, particularly in the areas of consumer protection, defective products, and data privacy. Mr. Rathod has been appointed to leadership teams in some of the most high-profile cases in the country. In *In Re: Philips Recalled CPAP, Bi-Level Pap, and Mechanical Ventilator Products Litigation*, he was among a small group of lawyers appointed to the Plaintiffs' Steering Committee and served as the co-chair of the Science and Experts Committee. The case resulted in class action settlements for economic loss (settlement approved) and medical monitoring (approval pending), as well as personal injury claims totaling approximately $1.7 billion. He was also appointed to serve on a three-person experts committee in the *In Re: Kia Hyundai Vehicle Theft* MDL in which a classwide settlement valued at approximately $200 million has been reached (final approval pending). Mr. Rathod has been quoted in the national press, including in The Wall Street Journal and Washington Post. In addition to his consumer protection work, Mr. Rathod also prosecutes wage theft, civil rights, and environmental protection cases.

Mr. Rathod has been recognized as a leader in his field beyond the courtroom. He is the author of several published works, including a law review article on aggregate litigation in poor countries. Another recent law review article that he co-authored, comparing public and private enforcement in the United State and Europe, was cited by the Consumer Financial Protection Bureau in its proposed rule prohibiting class action waivers in the fine print of consumer contracts.

Mr. Rathod graduated from Grinnell College in 2006 (B.A. with honors in Political Science and Religious Studies). After college, he traveled to Fiji, Mauritius, South Africa, Trinidad & Tobago, Guyana, and Suriname on a Watson Fellowship, studying the Indian Diaspora. He graduated law school from the Duke University School of Law in 2010, where he was an Articles Editor of the Duke Law Journal. In law school, he also worked for one of the largest labor unions in India - the Self-Employed Women's Association - in public interest litigation on behalf of street vendors seeking an injunction against the city of Ahmedabad for unlawful harassment and evictions.

Notable Cases Include:

- Representing consumers and patients in several data privacy class action settlements, including in *In re Wright & Filippis, LLC Data Security Breach Litigation*, Case No. 2:22-cv-12908-SFC-EAS (E.D. Mich.) (M&R settlement class counsel); *Limbaugh, et al. v. Norwood Clinic, Inc.*, No. 01-cv-2022900085 (Ala. Cir. Ct.) (M&R settlement class counsel); *McHenry v. Advent Health Partners, Inc*., No. 3:22-cv-00287 (M.D. Tenn.) (M&R settlement class counsel); *Hoover et al. v. Camping World Group, LLC et al*., Civil Action No. 2023LA000372 (Il. Cir. Ct.) (M&R settlement class counsel); *Carmack*

v. Snap-On, Inc., No. 2:22-cv-00695-WED (W.D. Wisc.) (M&R settlement class counsel); *Stark, et al. v. Acuity Brands, Inc.*, No. 23-EV-006179H (Ga. Fulton Co.) (M&R settlement class counsel); *Bickham v. Reprosource Fertility Diagnostics, Inc.*, No. 1:21-CV-11879-GAO (D. Mass.) (final approval pending); *Williams v. Monarch*, No. 2023-CVS-105 (N.C. Bus. Ct.) (final approval pending).

- Representing consumers as a member of the court-appointed Plaintiff Steering Committee and serving as the co-chair of the Science and Experts Committee in multidistrict litigation concerning a Fortune 500 corporation's use of a dangerous foam in millions of medical devices, which resulted in settlements for consumers totaling approximately $1.7 billion (final approval pending on medical monitoring component);
- Representing consumers as a member of the court-appointed Experts Committee in multidistrict litigation concerning the failure to install engine immobilizers in vehicles, resulting in grave risk of vehicle theft. Class settlement has been reached and valued at $200 million (final approval pending);
- Representing consumer classes in insurance overcharge cases, including by drafting appellate briefs about the propriety of class certification. The Sixth Circuit Court of Appeals affirmed order for the classes 3-0, leading to several multi-million-dollar settlements;
- Representing consumer in consumer fraud trial for economic losses that resulted in verdict for the Plaintiff on all counts and a multimillion dollar punitive damages award (later reduced on remittitur, but still totaling in the hundreds of thousands of dollars and representing a 25:1 ratio of punitive to economic damages);
- Representing consumer class of laptop purchasers against multinational corporation in nationwide class action settlement valued at over $16 million;
- Representing consumer class of vehicle purchasers and lessees in nationwide class action settlement, following allegations of engine defect;
- Representing consumer class of vehicle purchasers and lessees in nationwide class action settlement, alleging oil dilution defect;
- Representing consumer classes in two cases in D.C. Superior Court arising from the alleged unlawful repossession of vehicles, resulting in classwide settlements with significant pro rata payments and injunctive relief, including debt relief;
- Representing consumer class at trial in product defect class action;
- Representing worker class in wage theft assistant manager misclassification case against national restaurant chain that culminated in a $16.5 million settlement;
- Representing worker class and collective against multinational startup company for independent contractor misclassification claims, resulting in $8.75 million settlement;
- Representing worker class in wage theft rate miscalculation case against multinational fracking company, resulting in $6 million settlement;
- Representing over 1,500 servers in multistate collective action, resulting in $1.72 million settlement;
- Representing consumer class in defective laptop case against multinational computer manufacturer; and

- Representing consumer class in defective construction case against multinational home builder, drafting key briefs leading to class certification and maintenance of suit in court, rather than arbitration.
- Receiving appointments to leadership in recent major data breach, including in *Doherty, et al. v. Francesca's Acquisition, LLC*, No. 4:23-cv-03881 (S.D. Tex.); *In re Practice Resources, LLC Data Sec. Breach Litig.*, No. 22-CV-0890 (N.D.N.Y.); *Peterson, et al. v. Vivendi Ticketing US LLC*, No. 2:23-cv-7498 (C.D. Cal.); and in *In re Eskenazi Health Data Incident Litigation*, No. 49D01-2111-PL-038870 (Ind. Sup. Ct.)

Education:

- Duke University School of Law, J.D. 2010
- Grinnell College, B.A., 2006

Admissions:

- Illinois
- Washington, D.C.
- United States Court of Appeals for the District of Columbia Circuit
- United States Court of Appeals for the Second Circuit
- United States Court of Appeals for the Third Circuit
- United States Court of Appeals for the Fourth Circuit
- United States Court of Appeals for the Eighth Circuit
- United States District Court for the District of Columbia
- United States District Court for the District of Maryland
- United States District Court for the District of Nebraska
- United States District Court for the Northern District of Illinois
- United States District Court for the Western District of Pennsylvania
- United States District Court for the District of Colorado
- United States District Court for the Eastern District of Michigan
- United States District Court for the Western District of Michigan

Publications and Speaking Engagements:

- *Arbitration Tactics and Strategy* (July 2020) (CLE presentation), American Association for Justice ("AAJ")
- *Fighting for Food Policy Progress Across Legal Arenas* (panelist), Food Systems Virtual Summit with CUNY Urban Food Policy Institute (April 2020)
- *Human Capital and Fragmentation* (Nov. 15, 2019) (panelist), ClassCrits Conference
- *Plaintiffs, Procedure & Power* (Nov. 3, 2018) (panelist), ClassCrits Conference
- *DNA Barcoding analysis of seafood accuracy in Washington, D.C. restaurants*, PeerJ (April 25, 2017) (co-authored)
- *The Arc and Architecture of Private Enforcement Regimes in the United States and Europe: A View Across the Atlantic*, 14 U.N.H. L. Rev. 303 (2016) (co-authored)

- *Trying the Class Action: Practical Tips from the Pros* (AAJ) (June 4, 2015) (panelist)
- *Emerging Markets, Vanishing Accountability: How Populations in Poor Countries Can Use Aggregate Litigation to Vindicate Their Rights*, 24 Transnat'l L. & Contemp. Probs. 69 (2014)
- *Note: Not Peace, But a Sword: Navy v. Egan and the Case Against Judicial Abdication in Foreign Affairs*, 59 Duke L.J. 595 (2009)

Awards

- SuperLawyers Rising Stars, 2017, 2018, 2019, 2020, 2021, 2022, and 2023
- SuperLawyers 2024

Randy Chen

Randy Chen is an experienced litigator who prosecutes cases across M&R's areas of practice, including wage theft, consumer protection, and data privacy. Prior to joining M&R, Randy served as the Assistant Chief of the D.C. Office of the Attorney General's Workers' Rights & Antifraud Section. At DCOAG, Randy played a founding role in starting up the office's wage theft enforcement practice—and during his tenure, successfully led the section to recover over $20M for workers and the District through its enforcement work.

Randy is a graduate of Harvard Law School and Duke University. Before law school, Randy was a public school teacher in Prince George's County, MD.

Education:

- Harvard Law School | J.D., *cum laude* (2014)
- Duke University | B.S., *cum laude* (2008)

Admissions:

- New York State Bar
- District of Columbia Bar

M&R
MIGLIACCIO&RATHODLLP

Saran Q. Edwards

Saran Q. Edwards primarily focuses on data privacy cases at M&R, but she also assists in other practice areas. Joining the firm in January 2024, Mrs. Edwards brings with her a diverse legal background and over a decade of civil litigation experience.

Mrs. Edwards graduated *magna cum laude* with a B.A. in Psychology from Temple University in 2005. She went on to earn her juris doctorate from The University of Arizona, James E. Rogers College of Law in 2011. During her time in law school, she honed her legal skills serving as a judicial extern for the Hon. Raner C. Collins in the U.S District Court, District of Arizona, and as a student attorney with the City of Tucson's Prosecutor's Office.

Prior to joining M&R, Mrs. Edwards focused on parent-side special education matters in New Jersey, advocating for children with disabilities in public schools. Additionally, she participated in a pending class action lawsuit against the New Jersey Department of Education, pertaining to alleged violations of the Individuals with Disabilities in Education Act ("IDEA"). Mrs. Edwards also litigated open public records act ("OPRA") cases, and prosecuted discrimination claims in federal and state courts.

Mrs. Edwards began her legal career in Texas, where she concentrated on civil rights litigation, including wrongful death and conditions of confinement cases (regarding pre-trial detainees). It is here where she recognized the importance of ensuring equal access to the civil justice system and dedicated her professional career to advocating for plaintiffs across various facets of the law.

Fancying herself an amateur writer, Mrs. Edwards has also written various blog posts, published several practice points for the America Bar Association, and drafted white papers and presentations for COPAA (Council of Parent Attorneys and Advocates) conferences.

Education:

- University of Arizona, James E. Rogers College of Law, J.D. 2011
- Temple University, B.A. 2005

Admissions:

- New Jersey

Bryan Faubus

Bryan Faubus is Senior Counsel at the firm and litigates cases across the firm's areas of practice including in consumer protection, data breach, and wage theft class actions.

Mr. Faubus received a B.A. in Urban Studies, with Honors, from the University of Texas at Austin in 2005, and a J.D., *cum laude*, from Duke University School of Law, where he was the Online Editor of the Duke Law Journal. Mr. Faubus authored *Narrowing the Bankruptcy Safe Harbor for Derivatives to Combat Systemic Risk*, 59 DUKE L.J. 801 (2010). Prior to joining Migliaccio & Rathod LLP, he practiced commercial litigation and real estate law at two large, international law firms and securities, antitrust, and consumer protection law at a California-based plaintiff's law firm.

Education:

- Duke University School of Law, J.D. 2010
- University of Texas – Austin, B.A. 2005

Admissions:

- New York

Eugenie Montague

Eugenie Montague is Of Counsel to the firm and litigates cases across the firm's areas of practice including in consumer protection, data breach, and wage theft class actions.

Education:

- Duke University School of Law, J.D. 2009
- UC Irvine, Master of Fine Arts, Fiction, 2010
- Colby College, B.A.

Admissions:

- California

Bruno Ortega-Toledo

Bruno Ortega-Toledo began as a paralegal with the firm, handling the day-to-day operations of the office, including talking to clients, drafting motions, and performing legal research. Mr. Ortega is now an attorney pending admission involved in all of the firm's practice areas, from wage & hour cases, consumer protection litigation, to data breach matters. He now contributes to the firm's motions practice by researching legal issues and drafting briefs.

Mr. Ortega-Toledo graduated magna cum laude from George Mason University in 2016 (B.A. with honors in Global Affairs with a Concentration in Global Governance). He graduated law school in 2023 from Antonin Scalia Law School's part-time evening program, where he was a Notes Editor of the National Security Law Journal.

Mr. Ortega's first experience in the legal field was as a Legal Assistant with Hogar Immigrant Services, a Virginia non-profit that offers ESOL classes, citizenship assistance, and immigration legal assistance to the local community. Providing paralegal services at Hogar's monthly citizenship workshops put Mr. Ortega in touch with the aspirations and struggles of the local Hispanic community and motivated him to further involve himself in the study of law.

Education:

- George Mason University, Antonin Scalia Law School, J.D. 2023
- George Mason University, B.A. 2016
- Northern Virginia Community College, A.A. 2014

Awards:

- Global Politics Fellow: Outstanding Fellow Award, GMU 2015
- Peter N. Stearns Award for Global Citizenship, GMU 2016

Admissions:

- District of Columbia

Matthew Smith

Matthew ("Matt") Smith is Senior Counsel at the firm and litigates in the firm's consumer protection and civil rights practice areas. He joined M&R after practicing with nationally recognized plaintiffs' firms based in Washington D.C. and the San Francisco Bay Area. Previous successes include an $18 million trial judgment on behalf of a class of retired steelworkers, as well as contributions to antitrust, civil rights, and employee benefits cases that have resulted in substantial settlements and judgments in favor of the class. After graduating *magna cum laude* from Duke Law School where he was inducted into the honor's society, he clerked for the Hon. Rosemary Barkett on the United States Court of Appeals for the Eleventh Circuit.

Education:

- Duke University School of Law, J.D., *magna cum laude*, Order of the Coif, 2011
  - LLM, International and Comparative Law
  - Notes Editor, Duke Law Journal
- UC Santa Cruz, MA, History of Consciousness
- Columbia University, BA, *cum laude*

Admissions:

- New York
- California



Zachary O. Chambers

Zachary O. Chambers is an attorney at the firm and litigates cases across the firm's areas of practice including in consumer protection, data breach, and wage theft class actions.

Education:

- Indiana University, Robert H. McKinney School of Law, J.D. 2023
- Indiana University, Kelley School of Business, B.S. 2019

Admissions:

- Indiana

EXHIBIT D
DECLARATION OF SETTLEMENT ADMINISTRATOR

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

IN RE: AT&T INC. CUSTOMER DATA SECURITY BREACH LITIGATION *This Document Relates to All Cases*	Case No. 3:24-cv-00757-E MDL DOCKET NO. 3:24-md-03114-E

DECLARATION OF JEANNE FINEGAN OF
KROLL SETTLEMENT ADMINISTRATION LLC
IN CONNECTION WITH PRELIMINARY APPROVAL OF SETTLEMENT

I, Jeanne C. Finegan, declare and state as follows:

1. I am the Managing Director and Head of Kroll Notice Media Solutions ("Kroll Media"),[1] a business unit of Kroll Settlement Administration LLC ("Kroll"). Kroll is the proposed Settlement Administrator to be appointed in the above-captioned case. This declaration is based upon my personal knowledge as well as information provided to me by my associates and staff, including information reasonably relied upon in the fields of advertising media and communications.

2. Kroll has extensive experience in class action matters, having provided services in class action settlements involving antitrust, privacy, securities, labor and employment, consumer and government enforcement matters. Kroll has provided class action services in over 3,000 settlements varying in size and complexity over the past 50 years.

3. Kroll has the requisite experience and technological resources to administer this settlement, having successfully administered dozens of recent data breach settlements. A list of recent and relevant cases is attached hereto as **Exhibit A**.

[1] Capitalized terms used herein and not otherwise defined have the meanings assigned to them in the Settlement Agreement (as defined below).

4. Furthermore, Kroll has been engaged by Class Counsel to, among other things, develop a proposed Notice Program that will utilize an online media campaign to supplement direct individual notice efforts to reach potential Settlement Class Members on the internet and other media outlets.

5. In all, Kroll is prepared to provide a full complement of notification and Claims administration services in connection with that certain Class Action Settlement Agreement and Release (the "Settlement Agreement") entered into in this Action, including dissemination of the Notice by email, mail, publication, and through the use of a Settlement Website to be created in connection with this matter.

6. It is Kroll's understanding that it will be provided with the AT&T 1 Class List and the AT&T 2 Class List, as described in the Settlement Agreement, which will contain, if available, a combination of names, addresses, telephone numbers, and email addresses pertinent to the administration of the Settlement. These lists will be used to create the Overlap Settlement Class List.

7. The proposed Notice Program, as more fully detailed below, anticipates reaching approximately 90% of Settlement Class Members through the direct notice efforts alone. The individual notice effort will be further supplemented by online display advertising and press release outreach. The Federal Judicial Center states that a publication plan that reaches[2] over 70% of targeted class members is considered a high percentage and the "norm" of a notice campaign.[3]

8. To ensure that our calculations and estimates are accurately projected, the Notice Program was calculated using objective, syndicated advertising research tools from MRI-Simmons

[2] "Reach" measures the number of people who receive or are otherwise exposed to a notice plan.

[3] Barbara Rothstein and Thomas Willging, *Federal Judicial Center Managing Class Action Litigation: A Pocket Guide for Judges*, at 27 (3d ed. 2010).

Research ("MRI"),[4] and online measurement from Comscore.[5] These are the same tools reasonably relied upon by advertising agencies nationwide as the basis to select media for large brands.

Notice Program Summary

9. The proposed Notice Program is designed to inform Settlement Class Members of the proposed Settlement between Plaintiffs and Defendants.

10. Pursuant to the Settlement Agreement, the AT&T 1 Settlement Class includes:

> [A]ll living persons in the United States whose AT&T 1 Data Elements were included in the AT&T 1 Data Incident. Excluded from the AT&T 1 Settlement Class are (a) AT&T, any entity in which AT&T has a controlling interest, and AT&T's officers, directors, legal representatives, successors, subsidiaries, and assigns; (b) any judge, justice, or judicial officer presiding over this Action, and the members of their immediate families and judicial staff; (c) any persons who have Released Claims relating to the AT&T 1 Data Incident and/or the AT&T Action prior to Final Approval; and (d) any persons who timely opt-out of the AT&T 1 Settlement Class.

11. Pursuant to the Settlement Agreement, the AT&T 2 Settlement Class includes:

> AT&T Account Owners or Line or End Users whose AT&T 2 Data Elements were involved in the AT&T 2 Data Incident. Excluded from the AT&T 2 Settlement Class are (a) AT&T, any entity in which AT&T has a controlling interest, and AT&T's officers, directors, legal representatives, successors, subsidiaries, and assigns; (b) any judge, justice, or judicial officer presiding over this Action, and the members of their immediate families and judicial staff; (c) any persons who have Released Claims relating to the AT&T 2 Data Incident and/or the AT&T 2 Action prior to Final Approval; and (d) any persons who timely opt-out of the AT&T 2 Settlement Class. For purposes of this definition, "AT&T" means AT&T Inc., and all of its affiliated companies.

12. To reach Settlement Class Members, the proposed Notice Program contemplates usage of the following direct and indirect notice components:

- Class Action Fairness Act notice to applicable government officials;

[4] MRI-Simmons USA is the most comprehensive study on American Consumers and is used by the majority of media and marketing agencies in the country to perform a wide variety of analytical, planning, and reporting functions. The nationally representative study provides comprehensive data on consumer attitudes, behaviors, media preferences, and more.

[5] Comscore is a global Internet information provider on which leading companies and advertising agencies rely for consumer behavior insight and Internet usage data.

- Email notice to potential Settlement Class Members;
- Postcard Notice via U.S. First Class Mail to potential Settlement Class Members;
- Online display banner advertising;
- Google keyword search advertising;
- A press release;
- A neutral, informational Settlement Website; and
- A toll-free telephone information line.

CAFA Notice

13. On behalf of Defendants, Kroll will provide notice of the proposed Settlement pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715(b) (the "CAFA Notice"). At Defendants' Counsel's direction, Kroll will send the CAFA Notice, which identifies how to access required documents relating to the Settlement, via first-class certified mail to (a) the Attorney General of the United States and (b) the applicable state Attorneys General. The CAFA Notice will direct the recipients to the website www.CAFANotice.com, a site that will contain all the documents relating to the Settlement referenced in the CAFA Notice.

Notice by Email

14. In preparation for disseminating the Email Notice, Kroll will work with Class Counsel and Defendants' Counsel (collectively, "Counsel") to finalize the language for the Email Notice. Once the Email Notice is approved, Kroll will create an Email Notice template in preparation for the email campaign. Kroll will prepare a file with all Settlement Class Member email addresses and upload the file to an email campaign platform. Kroll will prepare email proofs for Counsel's review and final approval. The proofs/test emails for approval will include the body of the email and subject line. Once the proofs/test emails are approved, the email campaign will begin as directed in the Settlement Agreement.

15. If the Email Notice was delivered successfully, no further action will be taken with respect to the particular potential Settlement Class Member record.

16. For AT&T 1 Settlement Class Members, if the Email Notice is rejected or "bounces back" as undeliverable will be sent through an advanced email address search process in an effort to find an alternate email address. If an updated email address is obtained through the advanced search process, Kroll will re-send the Email Notice to the updated email address. At the direction of AT&T 2 Class Counsel, Kroll will also follow this process for AT&T 2 Settlement Class Members for whom the Email Notice is rejected or "bounces back" as undeliverable.

17. For AT&T 1 Settlement Class Members, where no updated address is available or where the Email Notice sent to an alternate email address is also rejected or "bounced back" as undeliverable, Kroll will send a Postcard Notice by first-class mail to the physical address for that record if available, as described below.

18. Kroll will track and monitor emails that are rejected or "bounced back" as undeliverable. At the conclusion of the email campaign, Kroll will provide a report with the email delivery status of each record. The report will include the number of records that had a successful Email Notice delivery, and a count of the records where delivery failed. Kroll will also update its administration database with the appropriate status of the email campaign for each of the Settlement Class Member records.

Notice by Mail

19. Kroll will work with Counsel to format the Postcard Notice for mailing. The Postcard Notice will have a tear-off Claim Form which will include pre-paid business reply mail postage. Upon approval, Kroll will coordinate the preparation of Postcard Notice proofs for Counsel's review and final approval.

20. Pursuant to the Settlement Agreement, Kroll will send the Postcard Notice by first-class mail to the physical mailing addresses of AT&T 1 Settlement Class Members who: 1) only have a physical mailing in the AT&T 1 Class List and 2) for whom all Email Notices were rejected or "bounced back" as undeliverable and a physical mailing address is included in the AT&T 1 Class List.

21. In preparation for the Postcard Notice mailing, Kroll will send address records for AT&T 1 Settlement Class Members who will be sent a Postcard Notice through the United States Postal Service's ("USPS") National Change of Address ("NCOA") database. The NCOA process will provide updated addresses for AT&T 1 Settlement Class Members who have submitted a change of address with the USPS in the last 48 months, and the process will also standardize the addresses for mailing. Kroll will then prepare a mail file of AT&T 1 Settlement Class Members that are to receive the Postcard Notice via first-class mail.

22. As directed by Counsel, Postcard Notices returned by the USPS with a forwarding address will be automatically re-mailed to the updated address provided by the USPS.

23. As directed by Counsel, Postcard Notices returned by the USPS undeliverable as addressed without a forwarding address will be sent through an advanced address search process in an effort to find a more current address for the record. If an updated address is obtained through the advanced search process, Kroll will re-mail the Postcard Notice to the updated address.

Publication Notice

24. Pursuant to the Settlement Agreement, notice will also be provided by publication on the internet and other media outlets. Kroll Media's proposal for Publication Notice is set forth below.

Target Audience

25. The Publication Notice program will utilize an online media campaign to supplement the individual notice efforts to reach potential Settlement Class Members. To appropriately establish a target population for a media noticing campaign, we first look to the definitions of the Settlement classes. Kroll Media's team then matches the definitions to nationally syndicated media research data to establish the target audience.

26. Kroll Media has selected an MRI-defined target audience of "*adults who have AT&T U-verse as their cable, satellite, or fiber optic TV provider, or AT&T Internet/AT&T Fiber as their Internet Service Provider (to household), or AT&T as the cellular telephone service on telephone respondent personally uses most often*." It is important to note that the "target audience"

definition is distinct from the class definition, as is commonplace in class action notice plans. Utilizing an overinclusive proxy audience is commonplace in both class action litigation and advertising generally.[6]

Online Display

27. Kroll Media will apply a programmatic[7] noticing approach, employing a computer algorithm to show a specific advertisement to a specific visitor in a specific context, *i.e.*, on a particular website that a potential Settlement Class Member is visiting across an allow list[8] of approximately 10,000 websites. These advertisements will be device agnostic, such that they will appear across desktop, laptop, tablet, or mobile devices.

28. Online display banner ads will be behaviorally targeted to adults 18 years of age or older nationwide who are likely AT&T subscribers based on behavioral data, including visits to AT&T stores, wireless providers, or cellular carriers, website visits, etc.

29. The content of the digital banner ads will include relevant information for users to self-identify whether they are part of either of the Settlement Classes. When an ad is clicked, an embedded link will direct the user to the Settlement Website where they can learn more about the Settlement and potentially file a Claim Form online.

---

[6] "If the total population base (or number of class members) is potentially unknown, it is accepted advertising and communication practice to use a proxy-media definition, which is based on accepted media research tools and methods that will allow the notice expert to establish that number. The percentage of the population reached by supporting media can then be established." Duke Law School, *GUIDELINES AND BEST PRACTICES IMPLEMENTING 2018 AMENDMENTS TO RULE 23 CLASS ACTION SETTLEMENT PROVISIONS*, at 56. This publication is available online at: https://scholarship.law.duke.edu/cgi/viewcontent.cgi?article=1003&context=bolch.

[7] Programmatic refers to computerized media buying of advertising inventory. The mechanics of programmatically serving an online ad are as follows: a user visits a website, and the browser sends a request to the publisher's web server asking for the page's content (*i.e.*, HTML). An invocation code placed on the page loads an external static ad tracker code. The ad tracker makes a request to the ad server querying for an ad markup (also called creative tag) to be loaded into the ad slot. The ad server responds with the ad markup code (before it's returned, the ad server executes all targeting/campaign matching logic). Finally, the publisher's web server returns the information rendering the page's content with specifically targeted ads to that user.

[8] An "allow list" is a custom list of acceptable websites where ad content may be served. Creating an allow list helps to mitigate ad fraud, ensure ads will be served in relevant digital environments to the target audience and helps to ensure that ads will not appear next to offensive or objectionable content.

30. Ad units will include the most popular and widely accepted formats[9] such as 160x600 (wide skyscraper), 300x250 (rectangle), 300x600 (large skyscraper), 728x90 (leader board), 300x50 (mobile banner), 320x50 (mobile leaderboard), and 336x280 (large rectangle).[10]

Google Search Ads

31. Keyword search advertising will be used to display advertisements to users in their Google Search results. This will help drive Settlement Class Members who are actively searching for information about the Settlement to the Settlement Website. When a user conducts a search for Settlement-related content, such as "*AT&T data breach*," "*AT&T class action*," "*AT&T lawsuit*," and "*AT&T privacy*," among other similar terms, a sponsored ad link may appear, which will provide brief information about the Settlement and direct users to the Settlement Website.

Press Release

32. A press release will be distributed over Cision PR Newswire's US1 National Newsline and National Hispanic Newsline. Kroll intends to monitor the media for news mentions resulting from the press release and will provide a final report to the Court on the results at the conclusion of the Notice Plan.

Settlement Website

33. Kroll will work with Counsel to create a dedicated Settlement Website. The Settlement Website URL will be determined and approved by Counsel. The Settlement Website will contain a summary of the Settlement, will allow Settlement Class Members to contact the Settlement Administrator with any questions or changes of address, provide notice of important dates such as the Final Approval Hearing, Claim Deadline, Objection Deadline, and Opt-Out Deadline, and will provide Settlement Class Members the ability to choose their method of payment. The Settlement Website will also contain relevant documents including the Consolidated Class Action Complaint, Settlement Agreement, Motion for Preliminary Approval, Preliminary

[9] Digital ad unit dimensions are measured in pixels by height and width.

[10] Creating multiple ad sizes increases a notice plan's probability of getting the message in front of the right target audience at the right time. If a web page serves only 300x250 and 728x90 ads, and the campaign only created a 320x50 ad, a notice plan ad will not have the opportunity to serve an ad on that website.

Approval Order, Long-Form Notice, Claim Form, Motion for Final Approval and the Final Approval Order (once available), and any other materials agreed upon by Counsel and/or required by the Court.

Toll-Free Telephone Number

34. Kroll will also establish a toll-free telephone number for the Settlement. The toll-free telephone number will allow Settlement Class Members to call and obtain information about the Settlement through an Interactive Voice Response system and a live operator option. Settlement Class Members may also request copies of the Long-Form Notice and Claim Form, as well as the Settlement Agreement.

Post Office Box

35. Kroll will designate a post office box in order to receive requests for exclusion, Claim Forms, objections and correspondence from Settlement Class Members.

Reminder Email Notices

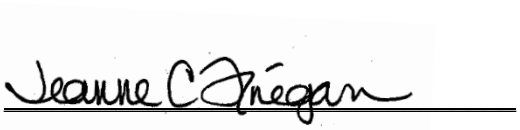
36. Pursuant to the Settlement Agreement, commencing twenty (20) days before the Claim Deadline, Kroll will send Reminder Email Notices. Reminder Email Notices will be sent to Settlement Class Members who have (a) not yet submitted a Claim Form, (b) have not opted-out of the Settlement, and (c) who had a successful Email Notice delivery.

Conclusion

37. In my opinion, the proposed Notice Program reflects a particularly appropriate, highly targeted, and contemporary way to provide notice to Settlement Class Members and is estimated to reach 90% of Settlement Class Members through the robust direct Mail Notice and Email Notice alone. The reach may be further supplemented by the online advertisements and the press release distribution. In my opinion, the Notice Program described above is designed to satisfy applicable due process requirements, is reasonably calculated to provide the best notice

practicable, and is consistent with court-approved notice programs in similar matters and the Federal Judicial Center's guidelines concerning appropriate reach.[11]

I declare under penalty of perjury under the laws of the United States that the above is true and correct to the best of my knowledge and that this declaration was executed on May 30, 2025, in Tigard, Oregon.



JEANNE C. FINEGAN, APR

[11] FED. JUD. CTR., *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010), available at https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf. The guide suggests that the minimum threshold for adequate notice is 70%. *See id*. at pp. 1, 3.

Exhibit A

- *In re T-Mobile Customer Data Security Breach Litigation*, No. 4:21-md-03019 (W.D. Mo.) (77 million class members)
- *In re HCA Healthcare, Inc. Data Security Litigation*, No. 3:23-cv-00684 (M.D. Tenn.) (11 million class members)
- *Hightower v. Receivables Performance Management LLC*, No. 2:22-cv-01683 (W.D. Wash.) (3.8 million class members)
- *In re Arthur J. Gallagher Data Breach Litigation*, No. 1:22-cv-00137 (N.D. Ill.) (3.5 million class members)
- *Orr v. Intercontinental Hotels Group, PLC*, No. 1:17-cv-1622 (N.D. Ga.) (2.3 million class members)
- *Bianucci v. Rite Aid Corporation*, No. 2:24-cv-03356 (E.D. Pa.) (2.2 million class members)
- *In re Fred Hutchinson Cancer Center Data Breach Litigation*, No. 2:23-cv-01893 (Wash. Super. Ct., King Cty.) (2.1 million class members)
- *In re Great Expressions Data Security Incident Litigation*, No. 2:23-cv-11185 (E.D. Mich.) (2 million class members)
- *In re Apria Data Breach Litigation*, No. 1:23-cv-01003 (S.D. Ind.) (1.9 million class members)
- *Rodriguez v. University Property & Casualty Insurance, Co., No. 16-cv-60442 (S.D. Fla.)* (1.4 million class members)
- *In re Tenet Healthcare Corporation Data Breach Litigation*, No. DC-22-07513 (Texas Dist. Ct., Dallas Cty.) (1.2 million class members)
- *In re MCG Health Data Security Issue Litigation*, No. 2:22-cv-00849 (W.D. Wash.) (1.1 million class members)
- *In re Lansing Community College Data Breach Litigation*, No. 1:23-cv-00738 (W.D. Mich.) (760,000 class members)
- *In re CorrectCare Data Breach Litigation*, No. 5:22-cv-00319 (E.D. Ky.) (650,000 class members)
- *Summers v. Sea Mar Community Health Centers*, No. 22-2-00773-7 (Wash. Super. Ct. King Cty.) (1,200,000 class members)
- *Jowharah Hameed-Bolden v. Forever 21 Retail, Inc.*, No. 2:18-cv-3019 (C.D. Cal.) (500,000 class members)
- *Weigand v. Group 1001 Insurance Holdings, LLC*, No. 1:23-cv-01452 (S.D. Ind.) (475,000 class members)

EXHIBIT E
PROPOSED PRELIMINARY APPROVAL ORDER

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

IN RE: AT&T INC. CUSTOMER DATA SECURITY BREACH LITIGATION	Case No. 3:24-cv-00757-E
This Document Relates to All Cases	MDL DOCKET NO. 3:24-md-03114-E

[PROPOSED] PRELIMINARY APPROVAL ORDER

WHEREAS, this Action[1] is a putative class action before this Court;

WHEREAS, Plaintiffs, individually, and on behalf of the proposed Settlement Classes, and AT&T have entered into the Settlement Agreement, which is subject to review and approval by the Court under Federal Rule of Civil Procedure 23, and which, together with its exhibits, provides for a complete dismissal on the merits and with prejudice of the claims asserted in the Action against AT&T should the Court grant Final Approval of the Settlement;

WHEREAS, Plaintiffs filed an unopposed motion requesting entry of an order to: (1) conditionally certify the Settlement Classes; (2) appoint Plaintiffs as Class Representatives; (3) appoint W. Mark Lanier, Chris Seeger, Shauna Itri, Jean Martin, James Cecchi, and Sean Modjarrad as AT&T 1 Class Counsel, and J. Devlan Geddes, Raph Graybill, John Heenan, Jeff Ostrow, and Jason S. Rathod as AT&T 2

[1] The capitalized terms herein have the same meanings as those defined in Section II of the Settlement Agreement, a copy of which is attached to the Motion for Preliminary Approval as *Exhibit A*.

Class Counsel; (4) preliminarily approve the Settlement; (5) approve the Notice Program and Notices and direct that Notice be sent to the Settlement Classes; (6) approve the Claim Form and Claims Process; (7) approve the Settlement's opt-out and objection procedures; (8) appoint Kroll Settlement Administration, LLC, as the Settlement Administrator; (9) stay all deadlines in the Action pending Final Approval of the Settlement; (10) enjoin and bar all members of the Settlement Classes from initiating or continuing in any litigation or arbitration or asserting any claims against AT&T and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision to grant Final Approval of the Settlement; and (11) set a date for the Final Approval Hearing; and

WHEREAS, the Court having reviewed the Motion along with the Settlement and its exhibits, finds that substantial and efficient grounds exist for entering this Preliminary Approval Order granting the relief requested.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. **Settlement Class Certification:** Pursuant to Federal Rules of Civil Procedure Rules 23(a), 23(b)(3), and 23(e), and for purposes of settlement only, the Action is hereby preliminarily certified as a class action on behalf of the following Settlement Classes

The AT&T 1 Settlement Class consists of:

> [A]ll living persons in the United States whose AT&T 1 Data Elements were included in the AT&T 1 Data Incident.

Excluded from the AT&T 1 Settlement Class are (a) AT&T, any entity in which AT&T has a controlling interest, and AT&T's officers, directors, legal representatives, successors, subsidiaries, and assigns; (b) any judge, justice, or judicial officer presiding over this Action, and the members of their immediate families and judicial staff; (c) any persons who have Released Claims relating to the AT&T 1 Data Incident and/or the AT&T 1 Action prior to Final Approval; and (d) any persons who timely opt out of the AT&T 1 Settlement Class.

The AT&T 2 Settlement Class is defined as:

> AT&T Account Owners or Line or End Users whose AT&T 2 Data Elements were involved in the AT&T 2 Data Incident.

Excluded from the AT&T 2 Settlement Class are (a) AT&T, any entity in which AT&T has a controlling interest, and AT&T's officers, directors, legal representatives, successors, subsidiaries, and assigns; (b) any judge, justice, or judicial officer presiding over this Action, and the members of their immediate families and judicial staff; (c) any persons who have Released Claims relating to the AT&T 2 Data Incident and/or the AT&T 2 Action prior to Final Approval; and (d) any persons who timely opt-out of the AT&T 2 Settlement Class.

2. **Settlement Class Findings:** The Court finds, for purposes of settlement only, and without any adjudication on the merits, that the prerequisites for certifying the Action as a class action under Federal Rules of Civil Procedure

23(a), 23(b)(3), and 23(e) have been satisfied, and that the Court will likely certify at the Final Approval stage the Settlement Classes.

3. As to Rule 23(a), the Court finds that: (a) the number of Settlement Class Members is so numerous that joinder is impracticable; (b) there are questions of law and fact common to the Settlement Classes; (c) the claims of the proposed Class Representatives are typical of the claims of the Settlement Classes; and (d) the proposed Class Representatives and Class Counsel have and will fairly and adequately represent the interests of the Settlement Classes.

4. As to Rule 23(b)(3), the Court finds that questions of law and fact common to the Settlement Classes predominate over any questions affecting individual members. Also, a class action is superior to other available methods for fairly and efficiently adjudicating the Action taking into consideration: (i) the lack of evidence of any intent among the Settlement Class Members to individually control the prosecution of separate actions; (ii) the small value of the claims of many of the individual Settlement Class Members making the pursuit of individual actions cost prohibitive for most Settlement Class Members; and (iv) the similarity of the Settlement Class Members' claims involving substantially identical proofs. *See* Fed. R. Civ. P. 23(b)(3).

5. **Preliminary Approval of the Settlement:** The Court hereby preliminarily approves the Settlement, as embodied in the Agreement, as being fair,

reasonable, and adequate, and in the best interest of the named Plaintiffs and the Settlement Classes, subject to further consideration at the Final Approval Hearing to be conducted as described below. The Court finds the Agreement meets the considerations set forth in Rule 23(e)(2) and the Fifth Circuit's *Reed* factors.

6. Pursuant to Fed. R. Civ. P. 23(e), the terms of the Settlement Agreement (and the Settlement provided for therein) are preliminarily approved and likely to be approved at the Final Approval Hearing because:

> (A)the class representatives and class counsel have adequately represented the Settlement Classes;
> (B) the proposal was negotiated at arm's length;
> (C) the relief provided for the class is fair, reasonable, and adequate, taking into account:
> (i) the costs, risks, and delay of trial and appeal;
> (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
> (iii) the terms of any proposed award of attorneys' fees, including timing of payment; and
> (iv) any agreement made in connection with the proposal; and
> (D) the proposal treats class members equitably relative to each other.

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

7. The Court also preliminarily finds the Settlement is fair, reasonable, and adequate considering the factors set forth in *Reed v. Gen. Motors Corp.*, 703 F.2d 170, 172 (5th Cir. 1983): (1) existence of fraud or collusion behind the settlement; (2) complexity, expense, and likely duration of the litigation; (3) stage of the proceedings and the amount of discovery completed; (4) probability of

plaintiffs' success on the merits; (5) range of possible recovery; and (6) opinions of class counsel, class representatives, and absent class members. The last *Reed* factor is best addressed after the Settlement Class Members receive Notice of the Settlement.

8. **Settlement Funds:** The Settlement provides for two non-reversionary Settlement Funds consisting of: (a) $149,000,000 in cash for the benefit of the AT&T 1 Settlement Class; and (b) $28,000,000 in cash for the benefit of the AT&T 2 Settlement Class. The Settlement Funds will be used to pay for each class' respective Settlement Class Member Benefits; Settlement Administration Costs; any Court-approved attorneys' fees and costs to Class Counsel; and any Court-approved Service Awards to Plaintiffs for serving as Class Representatives. The Settlement Funds will be created and funded subject to the terms of the Settlement.

9. **Appointment of Class Representatives and Class Counsel:** The Court hereby finds and concludes pursuant to Fed. R. Civ. P. 23(a)(4), and for purposes of settlement only, that Plaintiffs are adequate class representatives and appoints them as Class Representatives for the Settlement Classes.

10. In appointing class counsel, Federal Rule of Civil Procedure 23(g) requires the Court to consider (1) the work counsel have done in identifying or investigating potential claims in the action, (2) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action,

(3) counsel's knowledge of applicable law, and (4) the resources counsel will commit to representing the class. Fed. R. Civ. P. 23(g)(1)(A). The Court may also consider any other matter pertinent to counsel's ability to represent the class. Fed. R. Civ. P. 23(g)(1)(B). The Court finds that proposed Class Counsel and their law firms have expended a reasonable amount of time, effort, and expense investigating the Data Incidents. It is clear from their track records of success, as outlined in their resumes, that Class Counsel are highly skilled and knowledgeable concerning class action practice. For purposes of the Settlement only, and pursuant to Federal Rule of Civil Procedure 23(g)(1), the Court appoints the following individuals to act on behalf of the Settlement Classes with respect to the Settlement: Mark Lanier, Chris Seeger, Shauna Itri, Jean Martin, James Cecchi, and Sean Modjaard as AT&T 1 Class Counsel, and J. Devlan Geddes, Raph Graybill, John Heenan, Jeff Ostrow, and Jason S. Rathod of Migliaccio & Rathod LLP as AT&T 2 Class Counsel.

11. **Settlement Administrator:** Class Counsel are authorized to use Kroll Settlement Administration, LLC as the Settlement Administrator to perform the Settlement Administrator's duties as set out in the Settlement, including to supervise and administer the Notice Program and oversee the Claims Process, as well as to administer the Settlement should the Court grant Final Approval.

12. **Approval of Notice Program and Notices:** The Court approves, as to form and content, the Notice Program, including the Email Notice, Reminder Notice,

Postcard Notice, Publication Notice, and Long Form Notice substantially in the forms attached as exhibits to the Agreement. Non-substantive changes may be made to the Notices by agreement of Parties without further order of this Court. The Court finds that the Notice Program: (a) is the best notice practicable under the circumstances; (b) constitutes notice that is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the Settlement, the effect of the proposed Settlement (including the Releases contained therein), and their right to opt-out of or to object to the proposed Settlement and appear at the Final Approval Hearing; (c) constitutes due, adequate, and sufficient notice to all persons entitled to receive notice of the proposed Settlement; and (d) satisfies the requirements of Federal Rule of Civil Procedure 23, due process, the rules of this Court, and all other applicable law and rules. The date and time of the Final Approval Hearing shall be posted on the Settlement Website and included in the Notices before they are emailed, mailed, or published.

13. **Claim Form and Claims Process**: The Court approves the Claim Form as set forth in the Settlement, and the Claims Process to be implemented by the Settlement Administrator. The Claim Form is straightforward and easy to complete, allowing each Settlement Class Member to elect the alternative Settlement Class Member Benefits. Should the Court grant Final Approval of the Settlement, Settlement Class Members who do not opt-out of the Settlement shall be bound by

its terms even if they do not submit Claims.

14. **Dissemination of Notice and Claim Forms:** The Court directs the Settlement Administrator to disseminate the Notices and Claim Form as approved herein. Class Counsel and AT&T's counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this order or the Settlement, including making, without the Court's further approval, minor form or content changes to the Notices and Claim Form they jointly agree are reasonable or necessary.

15. **Opt-Outs from the Settlement Classes:** The Notice shall provide that any member of a Settlement Class who wishes to opt-out from the Settlement Class must request exclusion in writing within the time and manner set forth in the Notice. The Notices shall provide that opt-out requests must be sent to the Settlement Administrator and Class Counsel and be postmarked no later than 45 days before the initial date set for the Final Approval Hearing (the Opt-Out deadline). The letter requesting to opt-out must include (a) the Settlement Class Member's full legal name; (b) the Settlement Class Member's address, all AT&T telephone number(s) and current telephone number, and current email address; (c) the identity of the Settlement Class Member's counsel, if represented; (d) a handwritten "wet" signature of the Settlement Class Member; (e) the name and number of the case; (f)

if the individual is a former AT&T customer, the Settlement Class Member's AT&T account number(s) or an attestation that the former customer is unable to obtain their AT&T account number(s); and (g) a statement clearly indicating the individual wishes to be excluded from a Settlement Class for the purposes of the Settlement. Requests to opt-out must be made on an individual basis and request exclusion only for that one individual whose personal signature appears on the request; "mass," "class," or other purported group opt-outs, or opt-outs signed by counsel, are not permitted and are not effective. Any individual in the Settlement Classes who does not timely and validly request to opt-out shall be bound by the terms of Agreement even if he or she does not submit a Valid Claim, and even if he or she has pending, or subsequently initiates, litigation, arbitration, or any other proceeding against AT&T relating to the Released Claims. Individuals in the Settlement Classes who timely and validly opt-out of the Settlement do not release their individual claims and will not obtain any benefits under the Settlement.

16. **Objections to the Settlement:** The Notice shall also provide that any Settlement Class Member who does not opt-out from the Settlement Classes may object to the Settlement and/or the Applications for Attorneys' Fees, Costs, and Service Awards. Objections must be mailed to the Clerk of the Court and filed on the Court's docket and mailed to the Settlement Administrator, Class Counsel, and AT&T's Counsel. For an objection to be considered by the Court, the objection must

be submitted on behalf of a Settlement Class Member no later than 45 days before the initial scheduled Final Approval Hearing (the Objection Deadline). When submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label. Any Settlement Class Member who does not make their objections in the manner and by the date set forth in the Agreement shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court.

17. For an objection to be considered by the Court, the objection must also set forth:

a. the objector's full name, mailing address, all AT&T telephone number(s), current telephone number; and for former AT&T customers all AT&T account number(s), and email address (if any) or an attestation that the former customer is unable to obtain their AT&T account number(s) or email address (if any);

b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

d. the identity of all counsel who represent the objector, including (1) any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application/s for Attorneys' Fees, Costs, and Service Awards; (2) a description of the counsel's legal background and prior experience in connection with class action litigation; (3) a statement regarding whether fees to be sought will be calculated on the basis of a lodestar, contingency, or other method; (4) an estimate of the amount of fees to be sought; (5) the factual and legal justification for any fees to be sought; (6) the number of hours already spent by the counsel; and (7) an estimate of the hours to be spent in the future; and the attorney's hourly rate.

e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the

trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

f. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;

g. four dates between the deadline for objections and a date two weeks before the Final Approval Hearing, during which the objector is available to be deposed by counsel for the Parties;

h. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

i. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

j. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or AT&T's Counsel may conduct limited discovery, including taking depositions, on any objector or objector's counsel, including taking depositions.

18. **Motion for Final Approval and Application/s for Attorneys' Fees, Costs, and Service Awards:** Class Counsel intend to seek an award of up to one-third of their respective Settlement Funds as attorneys' fees, as well as

reimbursement of reasonable litigation costs, and Service Awards for the Class Representatives in the amount of $1,500.00 each to be paid from the respective Settlement Funds. These amounts appear reasonable, but the Court will defer ruling on those awards until the Final Approval Hearing when considering Class Counsel's Application/s for Attorneys' Fees, Costs, and Service Awards.

19. Class Counsel shall file their Motion for Final Approval and Application/s for Attorneys' Fees, Costs, and Service Awards no later than 60 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Class Counsel's request for attorneys' fees and costs and Service Awards for the Class Representatives. 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 or to the Application(s) for Attorneys' Fees, Costs, and Service Awards, provided the objector(s) submitted timely objections that meet all of the requirements listed in the Settlement and in this order.

20. **Termination:** If the Settlement is terminated, not approved, canceled, fails to become effective for any reason, or the Effective Date does not occur, this order shall become null and void and shall be without prejudice to the rights of Plaintiffs, the Settlement Class members, and AT&T, all of whom shall be restored to their respective positions in the Action as provided in the Agreement.

21. **Stay:** All pretrial proceedings in this Action are stayed and suspended until further order of this Court, except such actions as may be necessary to implement the Settlement and this Preliminary Approval Order.

22. Upon the entry of this order, with the exception of Class Counsel's, AT&T's Counsel's, AT&T's, and the Class Representatives' implementation of the Settlement and the approval process in this Action, all members of the Settlement Classes, shall be provisionally enjoined and barred from asserting any claims or initiating or continuing in any litigation or arbitration against AT&T and/or the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final Approval of the Settlement.

23. **Jurisdiction:** For the benefit of the Settlement Classes and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

24. **Final Approval Hearing:** The Court will hold a Final Approval Hearing on **_____, 2025, at _____ am/pm CST.** The Final Approval Hearing will be conducted for the following purposes: (a) to finally determine whether the proposed Settlement, on the terms and conditions provided for in the Settlement, is fair, reasonable, and adequate, and should be approved by the Court; (b) to determine whether an order of Final Judgment should be entered dismissing the Action on the

merits and with prejudice; (c) to determine whether the proposed plan of allocation and distribution of the Settlement Fund is fair and reasonable and should be approved; (d) to determine whether any requested award of attorneys' fees and costs to Class Counsel and Service Awards to the Class Representatives should be approved; and (e) to consider any other matters that may properly be brought before the Court in connection with the Settlement. The Court may elect to hold the Final Approval Hearing virtually by Zoom or some other application, and if it does, the instructions on how to attend shall be posted by the Settlement Administrator on the Settlement Website.

25. **Schedule:** The Court hereby sets the following schedule of events:

Class Lists delivered to Settlement Administrator	10 days after Preliminary Approval
Notice Program Commencement	Within 45 days of Preliminary Approval
Notice Program Complete	45 days before the initial scheduled Final Approval Hearing date
Deadline to file Motion for Final Approval and Application/s for Attorneys' Fees, Costs, and Service Awards	60 days before the initial scheduled Final Approval Hearing date
Opt-Out Deadline	45 days before the initial scheduled Final Approval Hearing date
Objection Deadline	45 days before the initial scheduled Final Approval Hearing date
Reminder Email Deadline	20 days prior to Deadline to Submit Claim Forms
Deadline to Respond to Objections	15 days before the initial scheduled Final Approval Hearing date

Deadline to Submit Claim Forms	15 days before the initial scheduled Final Approval Hearing date
Final Approval Hearing	**_____ __, 2025, at ____ am/pm CST**.

SO ORDERED this _____ day of _____, 2025.

_____
HONORABLE ADA E. BROWN
UNITED STATES DISTRICT JUDGE