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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

KEVIN MEAGHER and **REBECCA DAWSON** on behalf of themselves and on behalf of all other similarly situated individuals,
 	
    Plaintiffs,
 	
v.
 	
KTC HOLDING COMPANY F/K/A THE KINGDOM TRUST COMPANY,
 	
    Defendant.
	Case No. 2:24-cv-01630-CDC-MDC
	
	Hon. Judge Cristina D. Silva
	
	PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT

i

TABLE OF CONTENTS

iv

TABLE OF AUTHORITIES

vii

x

I.   INTRODUCTION

Plaintiffs Kevin Meagher and Rebecca Dawson (collectively, "Plaintiffs" or "Class Representatives") respectfully move pursuant to Federal Rule of Civil Procedure ("Rule") 23, for preliminary approval of a class action settlement between Plaintiffs and Defendant KTC Holding Company f/k/a The Kingdom Trust Company ("KTC" or "Defendant") (together with Plaintiffs, the "Parties"). The proposed Class Action Settlement Agreement (the "Settlement Agreement" or "SA"),[1] if approved, will resolve the claims asserted by Plaintiffs and the Settlement Class and will provide substantial monetary and non-monetary relief to Settlement Class Members whose personally identifiable information ("PII") may have been compromised in a data security incident KTC became aware of on or around March 1, 2024 (the "Data Incident").

For the reasons set forth below, Plaintiffs respectfully request entry of an order: (i) conditionally certifying the Settlement Class; (ii) granting preliminary approval of the Settlement Agreement; (iii) appointing Plaintiffs as Class Representatives; (iv) appointing Kennedy M. Brian and William B. Federman of Federman & Sherwood as Class Counsel ("Proposed Settlement Class Counsel"); (v) approving the proposed notice program and notices; (vi) directing that notice of the settlement be sent to the Settlement Class Members; (vii) approving the Claim Form and claims process; (viii) ordering the Settlement's opt-out and objection procedures; (ix) appointing RG/2 Claims Administration LLC as the Claims Administrator; (x) staying all deadlines in the action pending final approval of the settlement; (xi) setting a date for the Final Fairness Hearing; and (xii) granting such other relief and further relief as the Court deems just and proper.

II.   FACTUAL AND PROCEDURAL BACKGROUND

KTC is an independent qualified custodian for clients of registered investment advisors, broker-dealers, and investment sponsors. (First Am. Class Action Compl. ("Compl."), ¶ 22, ECF No. 13). Through these relationships, KTC acquired the PII of Plaintiffs and the Settlement Class. (*Id.* ¶ 28).

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[1] The Settlement Agreement is attached hereto as **Exhibit 1**. All capitalized terms not defined herein shall have the meaning ascribed in the Settlement Agreement.

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1   Plaintiffs allege that on or around March 1, 2024, cybercriminals gained access to KTC's

2 network through an unauthorized SIM swap and accessed PII stored on KTC's network. (*Id.* ¶¶ 39,

3 41). The types of PII potentially accessed during the Data Incident included Social Security

4 numbers, dates of birth, financial information, driver's license identification numbers, and passport

5 numbers. (SA at p. 1). KTC identified approximately 31,676 individuals whose PII may have been

6 impacted in the Data Incident. (*Id.*).

7   After the announcement of the Data Incident, on September 4, 2024, Plaintiff Kevin

8 Meagher filed a putative class action lawsuit asserting claims against KTC relating to the Data

9 Incident. (Class Action Compl., ECF No. 1). On November 8, 2024, Plaintiff Meagher filed an

10 Amended Complaint asserting claims of: (i) negligence; (ii) breach of implied contract; (iii) breach

11 of third-party beneficiary contract; (iv) breach of fiduciary duty; (v) unjust enrichment; (vi)

12 violation of California's Unfair Competition Law; (vii) violation of California's Consumer Privacy

13 Act; (viii) violation of California's Customer Records Act; and (ix) declaratory and injunctive

14 relief. (ECF No. 13). The First Amended Complaint also added Rebecca Dawson as a plaintiff.

15   Following the filing of the First Amended Complaint, and over the course of several months,

16 the parties engaged in arms' length settlement negotiations that included the informal exchange of

17 information necessary to evaluate the respective strengths and weaknesses of the case. (SA at p. 2).

18 On June 18, 2025, the parties virtually attended a formal mediation presided over by John

19 DeGroote, Esq. (a highly experienced data breach mediator). (*Id.*). Although the Parties did not

20 reach a settlement at the mediation, significant progress was made. (Declaration of William B.

21 Federman in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action

22 Settlement ("Federman Decl."), ¶ 6 (attached hereto as **Exhibit 2**)). Following the mediation, the

23 mediator submitted a confidential mediator's proposal, which was thoroughly evaluated and

24 considered by both parties. (*Id.*). The mediator's proposal was ultimately accepted by both parties

25 on July 2, 2025. (*Id.*). After the settlement was reached, the parties worked together to draft the

26 Settlement Agreement, notice documents, and proposed orders. (*Id.*). Plaintiffs now submit to the

27 Court the proposed class action settlement reached for preliminary approval.

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III.   SUMMARY OF THE PROPOSED SETTLEMENT TERMS

A. The Settlement Class

The Settlement Agreement defines the Settlement Class as follows:

Settlement Class

[A]ll individuals who were sent a notice of data breach letter from Defendant concerning the Data Incident discovered by Defendant on or around March 1, 2024. The Settlement Class specifically excludes: Defendant KTC, any entity in which Defendant has a controlling interest, and Defendant's officers, directors, legal representatives, successors, subsidiaries, and assigns. Also excluded from the Settlement Class is any judge, justice, or judicial officer presiding over this matter and members of their immediate families and their judicial staff.

(SA, ¶ 28).

B. The Non-Reversionary Settlement Fund.

Pursuant to the terms of the Settlement Agreement, KTC will establish a non-reversionary Settlement Fund of **$780,000.00**. (*Id.* ¶ 38). The Settlement Fund will be used to pay for: (i) all Costs of Claims Administration; (ii) any service awards awarded to the Class Representatives; (iii) any attorneys' fees and litigation expenses awarded to Class Counsel; and (iv) benefits to those Settlement Class Members who submit a Valid Claim. (*Id.* ¶ 39).

C. Settlement Benefits.

The Settlement provides many meaningful benefits for Settlement Class Members to choose from. These benefits include:

Documented Monetary Losses. Settlement Class Members may submit a claim for a cash payment of up to $10,000.00 (per Settlement Class Member) for documented losses related to the Data Incident. (*Id.* ¶ 42). To receive a payment for Documented Monetary Losses, a Settlement Class Member need only attest that the losses or expenses were incurred as a result of the Data Incident and submit reasonable documentation supporting the losses. (*Id.*). Documented Monetary Losses may include, but are not limited to: (i) out of pocket credit monitoring costs that were incurred on or after March 1, 2024, through the date of Settlement Claim submission; (ii) unreimbursed losses associated with actual fraud or identity theft; and (iii) unreimbursed bank fees, long distance phone charges, postage, or gasoline for local travel. (*Id.*). This list of reimbursable

1 documented out-of-pocket expenses is not meant to be exhaustive, rather it is exemplary. (*Id.*).

2   <u>Pro Rata Cash Payment.</u> In addition to or instead of submitting a claim for Documented

3 Monetary Losses, a Settlement Class Member may claim a pro rata cash payment in the amount

4 estimated by Class Counsel of $100.00. (*Id.* ¶ 43). The payments will be calculated by dividing

5 remaining funds in the Settlement Fund, after payment of the Costs of Claim Administration, any

6 Court-approved service awards and attorneys' fees costs and expenses, Credit Monitoring and

7 Identity Restoration Services, and Documented Monetary Losses, by the number of eligible claims.

8 (*Id.*). The Pro Rata Cash Payments will be adjusted upwards or downwards based upon the number

9 of Valid Claims filed, as necessary to exhaust the Settlement Fund. (*Id.*).

10   <u>Credit Monitoring Services.</u> In addition to electing any of the other settlement benefits,

11 Settlement Class Members may claim two (2) years of credit monitoring services that will provide

12 the following benefits: (i) three-bureau credit monitoring; (ii) dark web monitoring; (iii) identity

13 theft insurance coverage for up to $1,000,000.00; and (iv) fully managed identity recovery services.

14 (*Id.* ¶ 44).

15   **D. Business Practice Changes.**

16   Additionally, as part of the settlement consideration, KTC will provide a confidential

17 declaration to Class Counsel setting forth the remedial measures and the approximate cost of the

18 remedial measures it has implemented since the Data Incident to prevent a similar incident from

19 occurring in the future. (*Id.* ¶ 45).

20   **E. The Proposed Notice Program.**

21   To notify the Settlement Class Members of the Settlement and their rights thereunder, the

22 Parties formulated a notice plan intended to provide the Settlement Class with the best practicable

23 notice under the circumstances, in accordance with Due Process.

24   No later than seven (7) days after entry of the Preliminary Approval Order, KTC will

25 provide the Claims Administrator—RG/2 Claims Administration LLC—with the Settlement Class

26 List. (SA, ¶ 52(a)). The Claims Administrator will then mail the Short Notice to the Settlement

27 Class, after first running the Settlement Class Member data through the United States Postal Service

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1   ("USPS") National Change of Address database to update any change of address on file with the

2   USPS. (*Id.* ¶ 52(b)). In the event the mailed Short Notice is returned to the Claims Administrator

3   by the USPS because the address of the recipient is no longer valid, and the envelope contains a

4   forwarding address, the Claims Administrator will re-send the Short Notice to the forwarding

5   address. (*Id.*). The Claims Administrator will also establish a Settlement Website and a toll-free

6   hotline. (*Id.* ¶¶ 52(c)–(d)). If jointly requested by the parties, the Claims Administrator will send a

7   reminder notice to the Settlement Class Members who have not yet made a claim if the claims rate

8   is less than 3.0% forty-five (45) days prior to the Claims Deadline. (*Id.* ¶ 52(g)).

9   **F. Objection and Opt-Outs.**

10   The Settlement allows a sufficient period of time for Settlement Class Members who do not

11   want to take advantage of the Settlement's benefits to opt-out or object.

12   Pursuant to the terms of the Settlement Agreement, any Settlement Class Member desiring

13   to object to the Settlement Agreement must submit a timely written notice of his or her objection

14   by the Objection Date. (*Id.* ¶¶ 58–59). All written objections must state: (i) the objector's full

15   name, address, telephone number, and e-mail address (if any); (ii) information identifying the

16   objector as a Settlement Class Member, including proof that the objector is a member of the

17   Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written

18   statement of all grounds for the objection, accompanied by any legal support for the objection the

19   objector believes applicable; (iv) a statement as to whether the objection applies only to the objector,

20   to a specific subset of the class, or to the entire class; (v) the identity of any and all counsel

21   representing the objector in connection with the objection; (vi) a statement as to whether the

22   objector and/or his or her counsel will appear at the Final Fairness Hearing; (vii) a list of all

23   settlements to which the objector and/or their counsel have objected in the preceding three (3) years;

24   and (viii) the objector's signature and the signature of the objector's duly authorized attorney or

25   other duly authorized representative (along with documentation setting forth such representation).

26   (*Id.* ¶ 58). To be timely, written notice of an objection must be postmarked by the Objection

27   Deadline and mailed to the designated Post Office box established by the Claims Administrator and

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1   mailed to the clerk of the United States District Court for the District of Nevada, Las Vegas. It must

2   also contain the case name and docket number—*Kevin Meagher and Rebecca Dawson v. KTC*

3   *Holding Company F/K/A The Kingdom Trust Company*, Case No. 2:24-cv-01630. (*Id.*).

4   Furthermore, any person wishing to opt-out of the Settlement Class may individually sign

5   and timely submit written notice of such intent to the designated Post Office box established by the

6   Claims Administrator. (*Id.* ¶ 55). The written notice must clearly manifest a Person's intent to opt-

7   out of the Settlement Class. (*Id.*).

8   **G. Attorneys' Fees, Costs, Expenses and Service Awards.**

9   Lastly, in recognition of the considerable work undertaken and the significant risk Proposed

10   Settlement Class Counsel and Plaintiffs faced, the Settlement Agreement allows Proposed

11   Settlement Class Counsel to seek: (i) up to one-third (1/3) of the Settlement Fund ($260,000.00) to

12   pay for Proposed Settlement Class Counsel's attorneys' fees, costs, and expenses; and (ii) service

13   awards of $2,500.00 to each of the Class Representatives ($5,000.00 total). (*Id.* ¶¶ 62–63).

14   **IV.   THE PROPOSED SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE**

15   Parties seeking approval of a class action settlement must satisfy the requirements of

16   Federal Rule of Civil Procedure 23(e). Pursuant to Rule 23(e), class action settlements are permitted

17   "only with the court's approval ...after a hearing and only on a finding that [the agreement] is fair,

18   reasonable, and adequate." Fed. R. Civ. P. 23(e). "The approval of a class action settlement

19   pursuant to Rule 23 takes places in two stages. First, the court preliminarily approves the settlement

20   pending a fairness hearing, temporarily certifies a settlement class and authorizes notice to the

21   class." *Acuna v. So. Nev. T.B.A. Supply Co.*, 324 F.R.D. 367, 379 (D. Nev. 2018). "At the

22   preliminary approval stage, the court 'must make a preliminary determination on the fairness,

23   reasonableness, and adequacy of the settlement terms.'" *Swans v. Fieldworks, LLC*, No. 2:22-cv-

24   07250, 2024 WL 1893327 (C.D. Cal. Apr. 12, 2024) (citing Manual for Complex Litigation

25   (Fourth) § 21.632 (2004)). "If the court preliminarily certifies the class and finds the proposed

26   settlement fair to its members, the court schedules a fairness hearing where it will make a final

27   determination as to the fairness of the class settlement." *Andersen v. Briad Rest. Grp., LLC*, No.

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214CV00786GMNBNW, 2022 WL 181262, at *2 (D. Nev. Jan. 19, 2022). "The Ninth Circuit employs a 'strong judicial policy that favors settlements, particularly where complex class action litigation is concerned.'" *In re Wirsbo Non-F1807 YBFs*, No. 208CV1223NDFMLC, 2015 WL 13665077, at *3 (D. Nev. Oct. 26, 2015) (citing *In re Syncor ERISA Litig.*, 516 F.3d 1095, 1101 (9th Cir. 2008)).

To evaluate the fairness, reasonableness, and adequacy of a class action settlement, the Ninth Circuit has formulated the following factors for district courts to consider: (1) the strength of the plaintiff's case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the amount offered in settlement; (4) the extent of discovery completed and the stage of the proceedings; (5) the experience and views of counsel; (6) any evidence of collusion between the parties; and (7) the reaction of the class members to the proposed settlement (collectively, the "*Hanlon* factors"). *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998);[2] *Szymborski v. Ormat Techs., Inc.*, No. 3:10-CV-132-RCJ, 2012 WL 4960098, at *2 (D. Nev. Oct. 16, 2012) (citing the *Hanlon* factors).

Federal Rule of Procedure 23(e)(2) was amended in 2018 and provides further guidance as to the requisite consideration when evaluating whether a class action settlement is fair, adequate, and reasonable:

> (A) the class representatives and class counsel have adequately represented the class;
> (B) the proposal was negotiated at arm's length;
> (C) the relief provided for the class is adequate, taking into account:
>   (i) the costs, risks, and delay of trial and appeal;
>   (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
>   (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
>   (iv) any agreement required to be identified under Rule 23(e)(3); and
> (D) the proposal treats class members equitably relative to each other.

As the Advisory Committee comments explain, "[t]he goal of [the] amendment [was] not to

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[2] The *Hanlon* factors are coextensive with the factors identified in *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011) and *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004).

1   displace any factor" that would have been relevant prior to the amendment, but rather to address

2   inconsistent "vocabulary" that had arisen among the circuits and "to focus the court and the lawyers

3   on the core concerns" of the fairness inquiry." *Cohen v. Coca-Cola Co.*, No. LA CV19-04083 JAK

4   (PLAX), 2022 WL 22879570, at *5 (C.D. Cal. Feb. 18, 2022) (quoting Advisory Committee

5   Comments to 2018 Amendments to Rule 23, Subdivision (e)(2)).

6   **A. *Hanlon* Factors 4 and 6 and Fed. R. Civ. P. 23(e)(2)(B): the Settlement was**

7   **Negotiated at Arm's Length; there is No Evidence of Collusion; and the Stage in**

8   **Which Settlement was Reached Supports Preliminary Approval.**

9   The Settlement presented to the Court for preliminary approval was negotiated at arm's

10 length and without collusion in accordance with Rule 23(e)(2)(B) and *Hanlon* Factors 4 and 6.

11   Shortly after the Data Incident was announced by KTC, Proposed Settlement Class Counsel

12 quickly worked to: (i) investigate the factual underpinning of the Data Incident and KTC's data

13 security posture; (ii) identify the appropriate forum for initiating the class action lawsuit; (iii)

14 research and evaluate the potential legal claims and their probability for success; (iv) interview

15 individuals impacted by the Data Incident; and (v) draft the complaint that initiated the lawsuit.

16 (Federman Decl., ¶ 8). After additional information was learned, the operative complaint was

17 amended to assert additional causes of action against KTC and add an additional plaintiff. (*Id.*).

18 After the First Amended Complaint was filed, the parties decided to explore the viability of early

19 resolution. (*Id.* ¶ 6). Before engaging in settlement negotiations, Proposed Settlement Class

20 Counsel requested, received, and reviewed informal discovery from KTC regarding the Data

21 Incident, affected Class Members, its remediation efforts, and insurance coverage.[3] (*Id.* ¶ 9). After

22 thoroughly evaluating the strengths and weaknesses of the case, Proposed Settlement Class Counsel

23 engaged in extensive arm's length settlement negotiations with counsel for KTC over the span of

24 _____

25 [3] Although formal discovery was not completed, this does not prohibit preliminary approval of the
    Settlement. "In the context of class action settlements, 'formal discovery is not a necessary ticket
26 to the bargaining table' where the parties have sufficient information to make an informed decision
    about settlement." *Linney v. Cellular Alaska P'ship,* 151 F.3d 1234, 1239 (9th Cir. 1998). This is
27 certainly the case here, where Proposed Settlement Class Counsel obtained sufficient informal
    discovery that allowed them to evaluate the strengths and weaknesses of Plaintiff's claims before
28 negotiating a Settlement. (Federman Decl., ¶¶ 6–9)

1   many weeks. (*Id.*). Then, the Parties attended a formal mediation overseen by an experienced data

2   privacy mediator, John DeGroote, Esq. (*Id.*). It was only after significant arms' length

3   negotiations—free of collusion—were the parties able to reach the settlement presented to the Court

4   for preliminary approval. (*Id.*). The fact that the settlement was achieved through well-informed

5   arm's length negotiations between counsel with significant experience in data breach class actions

6   weighs in favor of preliminary approval. *See Cmty. Res. for Indep. Living v. Mobility Works of*

7   *California, LLC*, 533 F. Supp. 3d 881, 889 (N.D. Cal. 2020) ("Where, as here, an agreement is the

8   product of "serious, informed, non-collusive negotiations" conducted by experienced counsel over

9   an "extended period of time," those facts will weigh in favor of approval.") (citation omitted); *In*

10   *re Tableware Antitrust Litig.*, No. C-04-3514 VRW, 2007 WL 4219394, at *3 (N.D. Cal. Nov. 28,

11   2007) (granting final approval, and holding that "extended negotiations that culminated in the

12   settlement indicate that the agreement here was reached in a procedurally sound manner").

13   **B. *Hanlon* Factor 3 and 5: the Amount Offered in Settlement and the Experience**

14   **and Views of Counsel.**

15   Through Proposed Settlement Class Counsel's efforts and negotiations, Proposed

16   Settlement Class Counsel achieved a non-reversionary settlement fund of $780,000.00 for

17   approximately 31,676 Settlement Class Members.[4] (SA, ¶¶ 29, 38). The Settlement provides three

18   (3) components of relief: (i) cash payments to Settlement Class Members; (ii) credit monitoring

19   services; and (iii) meaningful business practice changes. (*Id.* ¶¶ 41–45). Under the monetary

20   _____

21   [4] The Settlement equates to an approximate per person value of $24.62. This amount far exceeds
     the per person value achieved in many other data breach cases. *See, e.g.*, *Carter v. Vivendi Ticketing*

22   *US LLC*, No. SACV2201981CJCDFMX, 2023 WL 8153712 (C.D. Cal. Oct. 30, 2023) (data breach
     settlement with approximate per person value of $6.86); *Harbour v. California Health & Wellness*

23   *Plan*, No. 5:21-CV-03322-EJD, ECF Nos. 52, 63 (N.D. Cal. Jan. 16, 2024) (data breach settlement
     with approximate per person value of $6.34); *Darlene Johnson, et al. v. LifeBridge Health, Inc.*,

24   No. 24-C-18-006801 (Md. Cir. Ct., Baltimore City) (data breach settlement amounting to
     approximately $1.60 per Class Member); *In re US Fertility, LLC Data Security Litig.*, No. 8:21-cv-

25   00299 (D. Md.) (data breach settlement amounting to approximately $6.39 per Class Member);
     Lamie, et al. v. Lendingtree LLC, No. 3:22-cv-00307, 2024 WL 811519 (W.D.N.C. Feb. 27, 2024)

26   (data breach settlement amounting to approximately $12.66 per Class Member); *Boudreaux v.*
     Systems East, Inc., No. 5:23-cv-01498, ECF Nos. 30, 32 (N.D.N.Y.) (approving data breach

27   settlement with per person value of approximately $4.78). These comparators are not meant to

28   diminish the relief achieved in those settlements, but exemplify the recovery obtained here.

1   component, all Settlement Class Members are eligible to submit a claim for Documented Monetary

2   Losses up to $10,000.00 and a Pro Rata Cash Payment (estimated to be around $100.00). (*Id.* ¶¶

3   42–43). Additionally, all Settlement Class Members may submit a claim for two (2) years of three-

4   bureau credit monitoring services. (*Id.* ¶ 44). As to the last component, Proposed Settlement Class

5   Counsel received assurances, in the form of a confidential declaration, that KTC has implemented

6   certain measures to prevent the likelihood of another data incident from occurring in the future and

7   the estimated cost of these measures. (*Id.* ¶ 45). These are meaningful benefits that mirror the relief

8   Settlement Class Members could expect to receive only after a successful trial. In sum, the

9   Settlement addresses the type of injuries and repercussions sustained by Settlement Class Members

10   in the wake of the Data Incident and offers significant compensation to make each Settlement Class

11   Member "whole." "[T]hrough the Settlement, Plaintiff[] and Class Members gain benefits without

12   having to face further risk." *Desue v. 20/20 Eye Care Network, Inc.*, No. 21-CIV-61275-RAR, 2023

13   WL 4420348, at *8 (S.D. Fla. July 8, 2023); *see also Andersen*, 2022 WL 181262, at *4 ("The fact

14   that a proposed settlement may only amount to a fraction of the potential recovery does not, in and

15   of itself, mean that the proposed settlement is grossly inadequate and should be disapproved.")

16   (citing *Linney*, 151 F.3d at 1242).

17   This exceptional settlement was only obtained through the experience and skill of Proposed

18   Settlement Class Counsel. (Federman Decl., ¶¶ 10–12). Proposed Settlement Class Counsel are

19   highly experienced in this area of practice and have a well-respected reputation in the data privacy

20   litigation sector. (*Id.* ¶ 12). Proposed Settlement worked hard and at great risk on behalf of the

21   Settlement Class to obtain information from KTC regarding the Data Incident and utilized their

22   experience and knowledge gained from other data breach class actions to negotiate a favorable

23   Settlement here. (*Id.*). Based on the experience and views of Proposed Settlement Class Counsel

24   this is an excellent result for the Settlement Class, which militates in favor of preliminary approval.

25   (*Id.*); *see also Lalli v. First Team Real Est.-Orange Cnty.*, No. 820CV00027JWHADS, 2022 WL

26   8207530, at *9 (C.D. Cal. Sept. 6, 2022) (granting final approval of settlement where the Court was

27   satisfied that Class Counsel's experience "allowed them to evaluate the merits of the claims and

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1   risks associated with prosecuting them" and "Class Counsel also staunchly support[ed] the final

2   outcome as fair and reasonable"); *In re Wirsbo Non-F1807 YBFs*, 2015 WL 13665077, at *5

3   (finding that the opinion of experienced counsel weighed in favor of the settlement).

4   **C. Fed. R. Civ. P. 23(e)(2)(A): Proposed Settlement Class Counsel and the Proposed**

5   **Class Representative are Adequate Representatives.**

6   Rule 23(e)(2)(A) requires the Court to consider whether "the class representatives and class

7   counsel have adequately represented the class." Fed. R. Civ. P. 23(e)(2)(A). Here, both the Class

8   Representatives and Proposed Settlement Class Counsel adequately represented the Settlement

9   Class.

10   The Class Representatives pursued this litigation on behalf of the Class for the benefit of

11 the Class. The Class Representatives demonstrated their adequacy by: (i) selecting well-qualified

12 counsel; (ii) producing information and documents to their counsel to permit investigation and

13 development of the complaint(s); (iii) being available as needed throughout the litigation; (iv)

14 monitoring the litigation; (v) being willing to endure invasive discovery and depositions if needed;

15 and (vi) reviewing the terms of the Settlement Agreement. (Federman Decl., ¶ 13). Plaintiffs'

16 claims and interests align with those of the Settlement Class, and they approve of the Settlement.

17 (*Id.*). Therefore, the Class Representatives have performed adequately.

18   Similarly, Proposed Settlement Class Counsel are adequate representatives. Proposed

19 Settlement Class Counsel have extensive experience litigating complex class actions and have

20 demonstrated ample success in litigating data breach class actions. (*Id.* ¶ 14). Proposed Settlement

21 Class Counsel have adequately represented the Class by: (i) fully investigating the facts and legal

22 claims; (ii) preparing the complaints; (iii) requesting, obtaining, and reviewing informal discovery

23 from KTC regarding the Data Incident, affected Class Members, its remediation efforts and

24 insurance coverage; and (iv) extensively negotiating the settlement terms. (*Id.*). The work done by

25 Proposed Settlement Class Counsel to date provided them with sufficient information to negotiate

26 this very favorable Settlement for the Class. (*Id.*). Thus, Proposed Settlement Class Counsel were

27 also adequate representatives, and this factor weighs in favor of preliminary approval.

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1   **D. *Hanlon* Factors 1 and 2 and Fed. R. Civ. P. 23(e)(2)(C)(i): the Strength of**

2   **Plaintiff's Case; the Risk, Expense, Complexity, and Likely Duration of**

3   **Further Litigation; and the Costs, Risks, and Delay of Trial and Appeal.**

4   "Approval of a class settlement is appropriate in cases in which there are significant barriers

5 plaintiffs must overcome in making their case." *Tyus v. Wendy's of Las Vegas, Inc.*, No.

6 214CV00729GMNVCF, 2021 WL 2169928, at *3 (D. Nev. May 27, 2021) (internal quotation

7 marks and citation omitted). This is precisely the issue in data breach litigation.

8   Data breach litigation is a cutting-edge area of the law that presents numerous developing

9 issues, evolving precedents, and unpredictable outcomes. *See, e.g.*, *In re Sonic Corp. Customer*

10 *Data Sec. Breach Litig.*, No. 1:17-md-2807, 2019 WL 3773737, at *7 (N.D. Ohio Aug. 12, 2019)

11 ("Data breach litigation is complex and risky. This unsettled area of law often presents novel

12 questions for courts. And of course, juries are always unpredictable."); *Gordon v. Chipotle Mexican*

13 *Grill, Inc.,* No. 17-cv-01415-CMA-SKC, 2019 WL 6972701, at *1 (D. Colo. Dec. 16, 2019) ("Data

14 breach cases ... are particularly risky, expensive, and complex."); *Fulton-Green v. Accolade, Inc.*,

15 No. 18-274, 2019 WL 4677954, at *8 (E.D. Pa. Sept. 24, 2019) (noting data breaches are a "risky

16 field of litigation" because they "are uncertain and class certification is rare."); *Fox v. Iowa Health*

17 *Sys.*, No. 3:18-CV-00327-JDP, 2021 WL 826741, at *5 (W.D. Wis. Mar. 4, 2021) ("Data breach

18 litigation is evolving; there is no guarantee of the ultimate result."); *Corra v. ACTS Ret. Servs., Inc.*,

19 No. CV 22-2917, 2024 WL 22075, at *12 (E.D. Pa. Jan. 2, 2024) ("[T[he Court recognizes that

20 data breach cases such as this one are complex and risky, and recovery at trial is decidedly

21 uncertain—$350,000 in cash is significantly better than nothing."); *In re Countrywide Fin. Corp.*

22 *Customer Data Sec. Breach Litig.*, No. 3:08-1998, 2010 WL 3341200, at *6 (W.D. Ky. Aug. 23,

23 2010) (approving data breach settlement, in part, because "proceeding through the litigation process

24 in this case is unlikely to produce the plaintiffs' desired results). There was no clear path to success

25 in this case. Indeed, not one data breach case such as this has gone to trial. Despite these risks,

26 Proposed Settlement Class Counsel undertook this litigation on behalf of Plaintiffs and the Class.

27   This case was particularly risky, and Plaintiffs faced substantial hurdles if the litigation were

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1   to continue. (Federman Decl., ¶¶ 15–16). Most notably, Plaintiffs faced the risk of surviving a

2   motion to dismiss, motion for summary judgment, and obtaining (and maintaining) class

3   certification. The class certification stage has proven fatal in many data breach cases. *See, e.g.*, *In*

4   *re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013) (denying

5   class certification in data breach class action); *Gaston v. FabFitFun, Inc.*, 2021 WL 6496734, at *3

6   (C.D. Cal. Dec. 9, 2021) ("Historically, data breach cases have experienced minimal success in

7   moving for class certification."); *In re Blackbaud, Inc., Customer Data Breach Litig.*, No. 3:20-

8   MN-02972-JFA, 2024 WL 2155221 (D.S.C. May 14, 2024) (denying motion for class certification

9   in data breach case); *see also In re Blackbaud, Inc., Customer Data Breach Litig.*, No. 3:20-MN-

10   02972-JFA, 2024 WL 5247287 (D.S.C. Dec. 30, 2024) (denying motion for leave to file a renewed

11   class certification motion).

12   Though Plaintiffs and Proposed Settlement Class Counsel strongly believe in the merits of

13   the claims asserted, Plaintiffs and Proposed Settlement Class Counsel acknowledge that proving

14   causation and damages in the emerging area of data breach cases can be difficult and is by no means

15   guaranteed. *See, e.g.*, *Hashemi v. Bosley, Inc.*, No. CV 21-946 PSG (RAOX), 2022 WL 18278431,

16   at *4 (C.D. Cal. Nov. 21, 2022) (explaining that data breach class actions are a relatively new type

17   of litigation and that damages methodologies in data breach cases are largely untested and have yet

18   to be presented to a jury). Continued litigation would require formal discovery, depositions, expert

19   reports, obtaining and maintaining class certification throughout trial, and summary judgment, as

20   well as possible appeals (interlocutory and/or after the merits). (Federman Decl., ¶¶ 15–16). This

21   would also require additional rounds of briefing and the possibility of no recovery at all. (*Id.*). The

22   settlement achieved here guarantees relief to the Settlement Class whereas further protracted

23   litigation would not. (*Id.*).

24   For the reasons stated above, these factors heavily weigh in favor of preliminary approval.

25   *See La Caria v. Northstar Location Servs., LLC*, No. 218CV00317GMNDJA, 2021 WL 94477, at

26   *4 (D. Nev. Jan. 11, 2021) ("Because settlement eliminates this lengthy process and further

27   litigation may not improve the outcome, the Court finds that the first two factors weigh in favor of

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1   granting preliminary approval."); *Nat'l Rural Telecommunications Coop. v. DIRECTV, Inc.*, 221

2   F.R.D. 523, 526 (C.D. Cal. 2004) ("In most situations, unless the settlement is clearly inadequate,

3   its acceptance and approval are preferable to lengthy and expensive litigation with uncertain

4   results.") (citing 4 A Conte & H. Newberg, Newberg on Class Actions, § 11:50 at 155 (4th

5   ed.2002); *Perez v. Bodycote Thermal Processing, Inc.*, No. CV 22-00145 RAO, 2024 WL 4329057,

6   at *7 (C.D. Cal. Aug. 23, 2024) (granting final approval after noting "[h]ad the case not settled

7   when it did, additional costs for discovery and litigation would have been incurred, which would

8   have resulted in less money available for Class Members for any later settlement"); *In re Anthem,*

9   *Inc. Data Breach Litig.*, 327 F.R.D. 299, 318 (N.D. Cal. 2018) (granting final approval where

10   "further litigation would have been costly and uncertain and would have detrimentally delayed any

11   potential relief for the Class," whereas the relief provided by settlement was "timely, certain, and

12   meaningful"); *Hashemi*, 2022 WL 2155117, at *7 ("In short, given the ongoing risks and

13   uncertainties of data breach litigation, as well as the fact that the Settlement provides significantly

14   greater value per Class Member as compared to similar data breach class action settlements, the

15   Court concludes that the Settlement amount is within the range of approval.").

16   **E. Fed. R. Civ. P. 23(e)(2)(C)(iii): the Terms of Any Proposed Award of Attorneys'**

17   **Fees.**

18   Rule 23(e)(2)(C)(ii) requires consideration of "the terms of any proposed award of

19   attorney's fees, including timing of payment." Pursuant to the terms of the Settlement Agreement,

20   Proposed Settlement Class Counsel are permitted to seek: (i) up to one-third (1/3) of the Settlement

21   Fund to pay for Proposed Settlement Class Counsel's attorneys' fees, costs, and expenses. (SA, ¶

22   7.1). The anticipated fee request falls in line with other class action cases and is within the range of

23   approval. *See, e.g.*, *Marshall v. Northrop Grumman Corp.*, No. 16-CV-6794 AB (JCX), 2020 WL

24   5668935, at *8 (C.D. Cal. Sept. 18, 2020) ("An attorney fee of one third of the settlement fund is

25   routinely found to be reasonable in class actions."); *Barbosa v. Cargill Meat Sols. Corp.*, 297

26   F.R.D. 431, 450 (E.D. Cal. 2013) (collecting cases awarding 33% of the common fund); *Multi-*

27   *Ethnic Immigrant Workers Org. Network v. City of Los Angeles*, 2009 WL 9100391, at *4 (C.D.

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1   Cal. June 24, 2009) (reviewing empirical research and stating: "[n]ationally, the average percentage

2   of the fund award in class actions is approximately one-third."); *In re Stable Rd. Acquisition Corp.*,

3   No. 2:21-CV-5744-JFW(SHKX), 2024 WL 3643393, at *13 (C.D. Cal. Apr. 23, 2024) (noting that

4   in most common fund cases the fee award exceeds the 25% benchmark).

5   The anticipated fee request also falls in line with the amount awarded in other data privacy

6   cases across the nation. *See, e.g.*, *In re Novant Health, Inc.*, No. 1:22-CV-697, 2024 WL 3028443

7   (M.D.N.C. June 17, 2024) (collecting cases awarding one-third of the common fund and approving

8   the same); *Krant v. UnitedLex Corp.*, No. 23-2443-DDC-TJJ, 2024 WL 5187565, at *7 (D. Kan.

9   Dec. 20, 2024) ("[A] one-third fee also aligns with those awarded by other courts in data breach

10   class action cases."); *In re Forefront Data Breach Litig.*, No. 21-CV-887, 2023 WL 6215366, at *8

11   (E.D. Wis. Mar. 22, 2023) (awarding one-third of the settlement fund).

12   Accordingly, this factor supports preliminary approval.

13   **F. Fed. R. Civ. P. 23(e)(2)(C)(iv): Any Agreement Required to be Identified.**

14   Other than the Settlement Agreement and the agreement with the Claims Administrator to

15   provide notice of the Settlement to the Settlement Class (if preliminarily approved) there are no

16   other agreements required to be identified.

17   **G. Fed. R. Civ. P. 23(e)(2)(C)(ii): the Method of Distributing Relief is**

18   **Effective.**

19   "[T]he effectiveness of any proposed method of distributing relief to the class, including

20   the method of processing class-member claims," is also a relevant factor in determining the

21   adequacy of relief. Fed. R. Civ. P. 23(e)(2)(C)(ii).

22   The notice program and Claim Form were designed to encourage the filing of valid claims

23   by Settlement Class Members. To file a claim, Settlement Class Members need only complete a

24   simple Claim Form and submit it with documentation supporting any claimed losses or alternatively

25   select a *pro rata* cash payment and/or credit monitoring services. Settlement Class Members may

26   submit claims online or through the mail. This procedure is claimant-friendly, efficient, cost-

27   effective, proportional and reasonable under the particular circumstances of this case. Accordingly,

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1 | the methods of distributing relief to Settlement Class Members further support that the Settlement

2 | is fair, reasonable, and adequate.

3 | **H. Fed. R. Civ. P. 23(e)(2)(D): Class Members are Treated Equitably Relative to**

4 | **Each Other.**

5 | Rule 23(e)(2)(D) requires that the settlement "treat[] class members equitably relative to

6 | each other." Fed. R. Civ. P. 23(e)(2)(D). The proposed settlement does not discriminate between

7 | any segments of the Settlement Class. All Settlement Class Members are eligible to submit a claim

8 | for Documented Monetary Losses up to $10,000.00 and a Pro Rata Cash Payment. (SA, ¶¶ 42–43).

9 | Additionally, Settlement Class Members may submit a claim for credit monitoring services. (*Id.* ¶

10 | 44). The only difference among Settlement Class Members is that those who have substantiated

11 | financial losses will be compensated for those losses.

12 | While the named Plaintiffs will seek service awards of $2,500.00 each for their services on

13 | behalf of the Settlement Class, service awards of this amount are regularly approved in this Circuit.

14 | *Wahl v. Yahoo! Inc.*, No. 17-CV-02745-BLF, 2018 WL 6002323, at *6 (N.D. Cal. Nov. 15, 2018)

15 | (awarding service award of $5,000.00 where the parties participated in informal discovery); *In re*

16 | *Banner Health Data Breach Litig.*, No. 2:16-CV-02696-SRB, 2020 WL 12574227, at *7 (D. Ariz.

17 | Apr. 21, 2020) (awarding service awards of $5,000.00 in data privacy case); *Lee v. Enter. Leasing*

18 | *Co.-W.*, No. 3:10-CV-00326-LRH, 2015 WL 2345540, at *11 (D. Nev. May 15, 2015) (approving

19 | service awards of $10,000.00 each); *Sinanyan v. Luxury Suites Int'l*, LLC, No.

20 | 215CV00225GMNVCF, 2018 WL 815551, at *6 (D. Nev. Feb. 8, 2018) (similar). Therefore, this

21 | factor supports preliminary approval.

22 | **I.** ***Hanlon* Factor 7: the Reaction of the Class.**

23 | At the preliminary approval stage, evaluation of this factor is premature because notice of

24 | the settlement has not yet been disseminated to the Settlement Class. Thus, this factor is neutral.

25 | **V. THE COURT SHOULD PROVISIONALLY CERTIFY THE CLASS FOR**

26 | **SETTLEMENT PURPOSES**

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1   After ensuring that the Settlement is fair, adequate, and reasonable, the Court must ensure

2   that the four (4) requirements of Federal Rule of Civil Procedure 23(a) and at least one of the

3   requirements of Rule 23(b) are met. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620

4   (1997); *Staton v. Boeing Co.*, 327 F.3d 938, 952–53 (9th Cir. 2003). Under Rule 23(a), the plaintiffs

5   must show that the class is sufficiently numerous, that there are questions of law or fact common

6   to the class, that the claims or defenses of the representative parties are typical of those of the class,

7   and that the representative parties will fairly and adequately protect the class's interests. Fed. R.

8   Civ. P. 23(a).

9   **A. The Settlement Class Meets the Requirements of 23(a).**

10   ***Numerosity.*** Rule 23(a) requires that a class be "so numerous that joinder of all members is

11   impracticable." Fed. R. Civ. P. 23(a)(1). A class of more than forty individuals generally satisfies

12   the numerosity requirement. *Moore v. Ulta Salon, Cosmetics & Fragrance, Inc.*, 311 F.R.D. 590,

13   602–03 (C.D. Cal. 2015). Here, there are approximately 31,676 Settlement Class Members. (SA at

14   p. 1). Joinder is therefore impracticable, and the Settlement Class satisfies the numerosity

15   requirement under Rule 23. *Acuna*, 324 F.R.D. at 380 (certifying settlement class of 259

16   individuals).

17   ***Commonality.*** The Settlement Class also satisfies the commonality requirement, which

18   requires that class members' claims "depend upon a common contention." *Wal-Mart Stores, Inc. v.*

19   *Dukes*, 564 U.S. 338, 350 (2011). Here, as in most data breach cases, "[t]hese common issues all

20   center on [defendant's] conduct, satisfying the commonality requirement." *In re the Home Depot,*

21   *Inc.*, *Customer Data Sec. Breach Litig.*, No. 1:14-MD-02583-TWT, 2016 WL 6902351, at *2 (N.D.

22   Ga. Aug. 23, 2016). Indeed, common questions include, *inter alia*, (i) whether Settlement Class

23   Members' PII was compromised in the Data Incident; (ii) whether Defendant owed a duty to

24   Plaintiffs and Settlement Class Members to protect their PII; (iii) whether Defendant breached its

25   duties; and (iv) whether Defendant violated common law and statutory violations. Thus, the

26   commonality requirement is easily met.

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1   ***Typicality.*** Plaintiffs satisfy the typicality requirement under Rule 23 because their claims,

2   which are based on Defendant's alleged failure to protect the PII of Plaintiffs and all members of

3   the Settlement Class, are reasonably coextensive with those of the absent class members. *See* Fed.

4   R. Civ. P. 23(a)(3). Plaintiffs allege their PII was compromised, and that they were therefore

5   impacted by the same inadequate data security that harmed the rest of the Settlement Class. As

6   such, typicality is met here. *See Hanlon*, 150 F.3d at 1020.

7   ***Adequacy.*** The adequacy requirement is satisfied where (i) there are no antagonistic

8   interests between named plaintiffs and their counsel and the absent class members; and (ii) the

9   named plaintiffs and their counsel will vigorously prosecute the action on behalf of the class. Fed.

10   R. Civ. P. 23(a)(4). Here, Plaintiffs are members of the Settlement Class who allegedly experienced

11   the same injuries and seek, like other Settlement Class Members, compensation for Defendant's

12   alleged data security shortcomings. Plaintiffs have no conflicts of interest with other Settlement

13   Class Members, are subject to no unique defenses, and they and their counsel have and continue to

14   prosecute this case on behalf of the Settlement Class. (Federman Decl., ¶ 13). Further, Proposed

15   Settlement Class Counsel have years of combined experience as class action litigators and are well

16   suited to advocate on behalf of the Settlement Class. Accordingly, the adequacy requirement is

17   satisfied. (*Id.* ¶¶ 13–14).

18   **B. The Settlement Class Meets the Requirements of 23(b)(3).**

19   Plaintiffs also seek to certify the Settlement Class, for settlement purposes only, under Rule

20   23(b)(3), which has two (2) components: (i) predominance; and (ii) superiority. Fed. R. Civ. P.

21   23(b)(3). Pursuant to Rule 23(b)(3), the Court must find that common questions of law or fact

22   predominate over individual questions and that a class action is the superior method for the fair and

23   efficient resolution of the matter. *Id.* Both requirements are met here.

24   ***Predominance.*** The predominance requirement "tests whether proposed classes are

25   sufficiently cohesive to warrant adjudication by representation." *Amchem Prods.*, 521 U.S. at 623.

26   As discussed above, common questions predominate over any questions affecting only individual

27   members. Plaintiffs' claims depend on whether Defendant used reasonable data security to protect

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1   their PII. That question can be resolved, for purposes of settlement, using the same evidence for all

2   Settlement Class Members, and therefore makes a class-wide settlement appropriate. *See Tyson*

3   *Foods, Inc. v. Bouaphakeo*, 577 U.S. 442, 453 (2016) ("When 'one or more of the central issues in

4   the action are common to the class and can be said to predominate, the action may be considered

5   proper under Rule 23(b)(3)'") (citation omitted).

6   ***Superiority.*** Furthermore, Class-wide resolution is the only practical method of addressing

7   the alleged violations at issue in this case. There are thousands of Settlement Class Members with

8   modest individual claims, most of whom likely lack the resources necessary to seek individual legal

9   redress. *See Wolin v. Jaguar Land Rover N. Am., LLC*, 617 F.3d 1168, 1175 (9th Cir. 2010) ("Where

10   recovery on an individual basis would be dwarfed by the cost of litigating on an individual basis,

11   this factor weighs in favor of class certification."). Because the claims are being certified for

12   purposes of settlement, there are no issues with manageability, and resolution of thousands of

13   claims in one action is far superior to individual lawsuits and promotes consistency and efficiency

14   of adjudication. *See Amchem*, 521 U.S. at 620. ("Confronted with a request for settlement-only

15   certification, a district court need not inquire whether the case, if tried, would present intractable

16   management problems") (emphasis added).

17   In sum, certification of the Settlement Class, for purposes of settlement, is appropriate.

18   **VI.   THE PROPOSED NOTICE PROGRAM CONSTITUTES ADEQUATE NOTICE**

19   **UNDER RULE 23 AND SHOULD BE APPROVED.**

20   Lastly, Plaintiffs request approval of the proposed manner and form of the notice that will

21   be sent to the Settlement Class Members, as described in Section III(E), *supra*, and appointment of

22   RG/2 Claims Administration LLC as the Claims Administrator.

23   The proposed notice documents, which are attached to the Settlement Agreement as

24   exhibits, clearly and concisely state the nature of the action, a summary of the terms of the proposed

25   settlement, the deadline for requesting exclusion from the Settlement or filing an objection to the

26   Settlement, the consequences of inaction, and will provide the date, time, and place of the final

27   approval hearing. Thus, the notice requirements contained in Federal Rule of Civil Procedure

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1   23(c)(2)(B) are met. *See Evans v. Wal-Mart Store, Inc.*, No. 210CV1224JCMVCF, 2020 WL

2   886932, at *7 (D. Nev. Feb. 24, 2020) ("The court finds that the notice adequately describes the

3   purpose of the notice, nature of the lawsuit and settlement, potential opt-in plaintiffs' options under

4   the settlement, and the consequences of opting in or out of the settlement. [] Although the notice is

5   simple and straightforward, it nonetheless instructs potential plaintiffs on how to get more

6   information and to whom they should direct their questions.")

7   Additionally, the Claims Administrator, RG/2 Claims Administration LLC, has a proven

8   track record of successfully administering class action settlements and should be entrusted with the

9   execution of the notice program and the claims administration process.

10 **VII.   CONCLUSION**

11   For the foregoing reasons, Plaintiffs respectfully request that the Court grant preliminary

12 approval and enter the Proposed Preliminary Approval Order submitted herewith.

13 Date: September 30, 2025   Respectfully submitted,

14   */s/: Patrick R. Leverty*

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<u>CERTIFICATE OF SERVICE</u>

I hereby certify that on September 30, 2025, I caused the foregoing to be filed electronically using the Court's electronic case filing (ECF) system, which will automatically send a notice of electronic filing to the email addresses of all counsel of record.

/s/: Patrick R. Leverty
Patrick. R. Leverty, Esq.

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13
                 UNITED STATES DISTRICT COURT
14   **FOR THE DISTRICT OF NEVADA**
15
      KEVIN   MEAGHER   and   **REBECCA**
16   **DAWSON** on behalf of themselves and on behalf
      of all other similarly situated individuals,
17   Case No. 2:24-cv-01630-CDC-MDC
          Plaintiffs,
18   **DECLARATION OF WILLIAM B.**
                                                            FEDERMAN IN SUPPORT OF
19   v.   **PLAINTIFFS' UNOPPOSED**
                                                            MOTION FOR PRELIMINARY
20   **KTC HOLDING COMPANY F/K/A THE**   **APPROVAL OF CLASS ACTION**
      KINGDOM TRUST COMPANY,
21
          Defendant.
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                              EXHIBIT 2 – PAGE 1

   DECLARATION OF WILLIAM B. FEDERMAN IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR
                 PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

1   I, **WILLIAM B. FEDERMAN**, being duly sworn, hereby declare under the penalty of

2 perjury as follows:

3   1.   I am an attorney duly admitted to practice law in the states of Oklahoma, Texas,

4 and New York and am admitted to practice *pro hac vice* before this Court. I am a co-founder and

5 managing partner of the law firm Federman & Sherwood. I have been practicing complex litigation

6 for over forty-two (42) years. [1]

7   2.   I, along with Kennedy M. Brian of Federman & Sherwood, am Proposed

8 Settlement Class Counsel for Plaintiffs and the Settlement Class.

9   3.   I am familiar with the facts contained herein based upon my personal knowledge.

10   4.   I submit this declaration in support of Plaintiffs' Unopposed Motion for

11 Preliminary Approval of Class Action Settlement.

12   5.   The underlying action stems from a data security incident impacting KTC's

13 systems in or around March 2024. After KTC's announcement of the Data Incident, Plaintiff

14 Kevin Meagher filed a putative class action lawsuit asserting claims against KTC relating to the

15 Data Incident on September 4, 2024. (Class Action Compl., ECF No. 1). On November 8, 2024,

16 Plaintiff Meagher filed an Amended Complaint asserting claims of: (i) negligence; (ii) breach of

17 implied contract; (iii) breach of third-party beneficiary contract; (iv) breach of fiduciary duty; (v)

18 unjust enrichment; (vi) violation of California's Unfair Competition Law; (vii) violation of

19 California's Consumer Privacy Act; (viii) violation of California's Customer Records Act; and

20 (ix) declaratory and injunctive relief. (ECF No. 13). The First Amended Complaint also added

21 Rebecca Dawson as a plaintiff.

22   6.   After the First Amended Complaint was filed, the parties decided to explore the

23 viability of early resolution. Over the course of several months, the parties engaged in arms' length

24 settlement negotiations that included the informal exchange of information necessary to evaluate

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26

27 [1] All capitalized terms not defined herein shall have the meaning ascribed in the Settlement
Agreement.

28   EXHIBIT 2 – PAGE 2

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1   the respective strengths and weaknesses of the case. On June 18, 2025, the parties virtually

2   attended a formal mediation presided over by John DeGroote, Esq. (a highly experienced data

3   breach mediator). Although the Parties did not reach a settlement at the mediation, significant

4   progress was made. Following the mediation, the mediator submitted a confidential mediator's

5   proposal, which was thoroughly evaluated and considered by both parties. The mediator's

6   proposal was ultimately accepted by both parties on July 2, 2025. After the settlement was

7   reached, the parties worked together to draft the Settlement Agreement, notice documents, and

8   proposed orders.

9   7.   In my opinion, this is an excellent settlement that provides significant monetary

10 compensation and non-monetary relief.

11   8.   Shortly after the Data Incident was announced by KTC, Proposed Settlement Class

12 Counsel quickly worked to: (i) investigate the factual underpinning of the Data Incident and

13 KTC's data security posture; (ii) identify the appropriate forum for initiating the class action

14 lawsuit; (iii) research and evaluate the potential legal claims and their probability for success; (iv)

15 interview individuals impacted by the Data Incident; and (v) draft the complaint that initiated the

16 lawsuit.

17   9.   After additional information was learned, the operative complaint was amended to

18 assert additional causes of action against KTC and add an additional plaintiff. After the First

19 Amended Complaint was filed, the parties decided to explore the viability of early resolution.

20 Before engaging in settlement negotiations, Proposed Settlement Class Counsel requested,

21 received, and reviewed informal discovery from KTC regarding the Data Incident, affected Class

22 Members, its remediation efforts, and insurance coverage. After thoroughly evaluating the

23 strengths and weaknesses of the case, Proposed Settlement Class Counsel engaged in extensive

24 arm's length settlement negotiations with counsel for KTC over the span of many weeks.

25 Thereafter, the Parties attended a formal mediation overseen by an experienced data privacy

26 mediator, John DeGroote, Esq. It was only after significant arms' length negotiations—free of

27 collusion—were the parties able to reach the settlement presented to the Court for preliminary

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EXHIBIT 2 – PAGE 3

DECLARATION OF WILLIAM B. FEDERMAN IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

1   approval.

2   10.   After thoroughly evaluating the strengths and weaknesses of the case, Proposed

3   Settlement Class Counsel engaged in extensive arm's length settlement negotiations with counsel

4   for KTC over the span of many months. Proposed Settlement Class Counsel used their knowledge

5   from prosecuting other data breach class action settlements to negotiate the Settlement achieved

6   here.

7   11.   The Settlement provides significant relief to the Settlement Class. Through

8   Proposed Settlement Class Counsel's efforts and negotiations, Proposed Settlement Class Counsel

9   achieved a ***non-reversionary*** settlement fund of **$780,000.00** for approximately 31,676 Settlement

10 Class Members. The Settlement provides three (3) components of relief: (i) cash payments to

11 Settlement Class Members; (ii) credit monitoring services; and (iii) business practice changes.

12 These are meaningful benefits that mirror the relief Class Members could expect to receive only

13 after a successful trial.

14   12.   This exceptional Settlement was only obtained through the experience and skill of

15 Proposed Settlement Class Counsel. Proposed Settlement Class Counsel are highly experienced

16 in this area of practice and have a well-respected reputation in the data privacy litigation sector.

17 (*See* **Exhibit A** (Firm Resume of Federman & Sherwood)). Proposed Settlement Class Counsel

18 worked hard and at great risk on behalf of the Settlement Class to obtain information from KTC

19 regarding the Data Incident and utilized their experience and knowledge gained from other data

20 breach class actions to negotiate a favorable Settlement here. Based on the experience and views

21 of Proposed Settlement Class Counsel this is an excellent result for the Settlement Class, which

22 militates in favor of preliminary approval.

23   13.   The Class Representatives pursued this litigation on behalf of the Class for the

24 benefit of the Class. The Class Representatives demonstrated their adequacy by: (i) selecting well-

25 qualified counsel; (ii) producing information and documents to their counsel to permit

26 investigation and development of the complaints; (iii) being available as needed throughout the

27 litigation; (iv) monitoring the litigation; (v) being willing to endure invasive discovery and

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EXHIBIT 2 – PAGE 4

DECLARATION OF WILLIAM B. FEDERMAN IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

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2   depositions if needed; and (vi) reviewing the terms of the Settlement and the Settlement

3   Agreement. Plaintiffs' claims and interests align with those of the Settlement Class, and they

      approve of the Settlement. Therefore, the Class Representatives have performed adequately.

4   14.   Similarly, Proposed Settlement Class Counsel are adequate representatives.

5   Proposed Settlement Class Counsel have extensive experience litigating complex class actions

6   and have demonstrated ample success in litigating data breach class actions. (*See* Exhibit A).

7   Proposed Settlement Class Counsel have adequately represented the Class by: (i) fully

8   investigating the facts and legal claims; (ii) preparing the complaints; (iii) requesting, obtaining,

9   and reviewing informal discovery from KTC regarding the Data Incident, affected Class

10   Members, and its remediation efforts and insurance coverage; and (iv) extensively negotiating the

11   settlement terms. The work done by Proposed Settlement Class Counsel to date provided Proposed

12   Settlement Class Counsel with sufficient information to negotiate this very favorable Settlement

13   for the Class.

14   15.   Data breach litigation is a cutting-edge area of the law that presents numerous

15   developing issues, evolving precedents, and unpredictable outcomes. This case was particularly

16   risky, and Plaintiffs faced substantial hurdles if the litigation were to continue. Most notably,

17   Plaintiffs faced the risk of surviving motions to dismiss, motions for summary judgment, and

18   obtaining (and maintaining) class certification. The class certification stage has been proven fatal

19   in many data breach cases.

20   16.   Though Plaintiffs and Proposed Settlement Class Counsel strongly believe in the

21   merits of the claims asserted, Plaintiffs and Proposed Settlement Class Counsel acknowledge that

22   proving causation and damages in the emerging area of data breach cases can be difficult and is

23   by no means guaranteed. Continued litigation would require formal discovery, depositions, expert

24   reports, obtaining and maintaining class certification throughout trial, and summary judgment, as

25   well as possible appeals (interlocutory and/or after the merits). This would also require additional

26   rounds of briefing and the possibility of no recovery at all. The Settlement guarantees relief to the

27   Settlement Class whereas further protracted litigation would not.

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EXHIBIT 2 – PAGE 5

DECLARATION OF WILLIAM B. FEDERMAN IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

1   17.   Proposed Settlement Class Counsel represent that there are no agreements related

2 to the settlement other than those reflected in the Settlement Agreement itself and an agreement

3 with RG/2 Claims Administration LLC to perform notice and settlement administration services

4 if this Motion is granted by the Court.

5   18.   It is my opinion that the proposed class action settlement is fair, reasonable, and

6 adequate and is an outstanding result for the Settlement Class Members.

7   I declare under the penalty of perjury of the laws of the United States that the foregoing is

8 true and correct.

9 Date: September 30, 2025   Respectfully submitted,

10

11   */s/: William B. Federman*
                                     FEDERMAN & SHERWOOD
                                     William B. Federman
12   *admitted pro hac vice*
                                     10205 N. Pennsylvania Avenue
13   Oklahoma City, OK 73120
                                     Tel: (405) 235-1560
14   wbf@federmanlaw.com

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EXHIBIT 2 – PAGE 6

DECLARATION OF WILLIAM B. FEDERMAN IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

EXHIBIT A

EXHIBIT A

FEDERMAN & SHERWOOD

LAW FIRM

Oklahoma Office

10205 N Pennsylvania Avenue
Oklahoma City, OK 73120

Texas Office

4131 N Central Expressway, Ste 900
Dallas, TX 75204

Toll-Free: 800-237-1277
Phone: 405-235-1560
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FEDERMAN & SHERWOOD

LAW FIRM

CONTACT

📍 Oklahoma Office

📍 Texas Office

🌐 federmanlaw.com

📞 1-800-237-1277

PRACTICE AREAS

Data Breach Litigation
Class Action Litigation
Securities Litigation
Shareholder Derivative
Complex Litigation
Business Litigation

ATTORNEYS

William B. Federman
Sara E. Collier
Kennedy M. Brian
Jessica A. Wilkes
Tanner R. Hilton
Alex J. Ephraim
Jonathan J. Herrera

ABOUT THE FIRM

With offices in Oklahoma City, Oklahoma and Dallas, Texas, Federman & Sherwood is an experienced top-tier law firm focused on the complex litigation needs of individuals, consumers, shareholders, and businesses. Federman & Sherwood is a recognized leader in the fields of data privacy litigation, securities litigation, derivative (shareholder) litigation, and consumer class actions. We represent clients in federal and state courts, as well as mediations and arbitrations throughout the nation.

Federman & Sherwood is a diverse group of professionals who collaborate, are proud of the work they do and the clients they represent. Over decades, Federman & Sherwood, under the guidance of founder Bill Federman, has demonstrated a depth and breadth of experience and strength by representing individuals against some of the world's most powerful companies and largest law firms.

We are a personal firm with a national impact.

We pledge to maintain the highest degree of integrity and personal service that any client would want and deserve from their counsel and their firm.

SELECT SIGNIFICANT CASES

🗄 DATA PRIVACY LITIGATION

- *Salinas v. Block, Inc. and Cash App Investing, LLC*, No. 3:22-cv-04823 (N.D. Cal.)
- *In re Solara Med. Supplies, LLC Customer Data Sec. Breach Litigation*, 613 F. Supp. 3d 1284 (S.D. Cal. 2020).
- *In re: Orrick, Herrington, & Sutcliffe, LLP Data Breach Litigation*, No. 3:23-cv-04089 (N.D. Cal.).
- *Bointy v. Integris Health, Inc.*, No. CJ-2025-7235 (District Court of Oklahoma County, Oklahoma).
- *In re: Mednax Services, Inc. Data Security Breach Litigation*, No. 0:21-md-02994 (S.D. Fla.).
- *M.S. v. Med-Data, Inc.*, No. 4:22-cv-187 (S.D. Tex.).
- *Sanders v. Ibex Global Solutions, Inc.*, No. 1:22-cv-00591 (D.D.C.).
- *Okonski v. Progressive Casualty Insurance Company*, No. 1:23-cv-01548 (N.D. Ohio).
- *Turner v. Johns Hopkins Health System Corporation*, No. 24-c-23-002983 (Circuit Court of Baltimore City, Maryland).
- *In re: Bryan Cave Leighton Paisner, LLP Data Breach Litigation*, No. 1:23-cv-04249 (N.D. Ill.).
- *Meyers v. BHI Energy Services, LLC*, No. 1:23-cv-12513 (D. Mass.).
- *In re Snap Finance Data Breach Litig.*, No. 2:22-cv-00761-TS-JCB (D. Utah).
- *In re Communication Federal Credit Union Data Breach Litigation*, No. CJ-2024-5388 (District Court of Oklahoma County, Oklahoma).
- *In re: Physician's Business Office Data Incident Litigation*, No. CC-54-2022-C-252 (Wood County Circuit Court of West Virginia).
- *Lochridge v. Quality Temporary Services., Inc.*, No. 22-CV-12086, 2023 WL 4303577 (E.D. Mich).
- *Ebert v. PRGX Global, Inc.*, No. 1:23-cv-04233 (N.D. Ga.).
- *Johnson v. Paycom Payroll, LLC*, No. CJ-2023-4763 (District Court of Oklahoma County, Oklahoma).
- *Davila v. New Enchantment Group, LLC*, No. 2:23-cv-01098 (D. Ariz.).

⚖ SECURITIES LITIGATION

- *Gill et al. v. Bluebird Bio, Inc.*, No.1:24-cv-10803 (D. Mass.).
- *In re Galena Biopharma, Inc. Securities Litigation*, No. 2:17-cv-00929 (D.N.J.).
- *Carbone et al. v. Amyris, Inc.*, No. 19-cv-1765 (N.D. Cal.).
- *Angley v. UTI Worldwide.*, No. 2:14-cv-02066 (C.D. Cal.).
- *Loritz v. Exide*, No. 2:13-cv-02607 (C.D. Cal.).
- *In re Houston American Energy Corp. Securities Litigation*, No. 4:12-cv-01332 (S.D. Tex.).
- *Nakkhumpun v. Daniel J. Taylor*, 782 F.3d 1142 (10th Cir. 2015) (Delta Petroleum Corporation Securities Litigation).
- *Spitzberg v. Houston American Energy Corp.*, 758 F.3d 676 (5th Cir. 2014).
- *In re Ener1 Securities Litig.*, No. 11-cv-05794-PAC (S.D.N.Y.).

SELECT SIGNIFICANT CASES

⚖️ DERIVATIVE LITIGATION

- *In Re: Icahn Enterprises, L.P. Derivative Litigation*, No. 1:23-CV-22932 (S.D. Fla.).
- *In Re: Super Micro Computer, Inc. Derivative Litigation*, No. 5:24-cv-06410 (N.D. Cal.).
- *In Re: Archer-Daniels-Midland Company Derivative Litigation*, No. 1:24-cv-00506 (D. Del.).
- *Robison v. Digital Turbine, Inc., William Stone, and Barrett Garrison*, No. 1:22-CV-00550 (W.D. Tex.).
- *Newkirk v. Kelly*, No. 3:23-cv-01339 (N.D. Tex.).
- *In Re: Cell Therapeutics, Inc. Derivative Litigation*, No. C10-564 (W.D. Wash.).
- *The Booth Family Trust v. Michael S. Jeffries*, No. 2:05-cv-0860 (S.D. Ohio) (Abercrombie & Fitch Derivative Litigation).

👥 CONSUMER LITIGATION

- *In re: Samsung Top-Load Washing Machine Marketing, Sales Practices and Product Liability Litigation*, No. 17-mdl-2792 (W.D. Okla.).
- *Patellos v. Hello Products, LLC*, No. 1:19-cv-09577 (S.D.N.Y.).

WILLIAM B. FEDERMAN

MANAGING PARTNER

CONTACT

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🌐 federmanlaw.com

EDUCATION

- Boston University (B.A., cum laude, 1979).
- University of Tulsa (J.D., 1982).

MEMBERSHIPS

- Arbitration Panel, New York Stock Exchange, 1985.
- Oklahoma County Bar Association (Member, Committee on Professionalism, 1987-1990).
- American Bar Association.
- Securities Industry Association, Law and Compliance Division; Defense Research Institute.
- American Inns of Court (Barrister, 1990-1993).
- Oklahoma Bar Association, Rules of Professional Conduct Committee (2020).

AWARDS & HONORS

- Securities Litigation and Arbitration Law Firm of the Year in Oklahoma – 2018 (Global Law Experts Annual Awards).
- Securities Litigation and Arbitration Law Firm of the Year in Oklahoma – 2019 (Corporate INTL Magazine).
- Oklahoma Super Lawyers list by Thomson Reuters – 2019.
- Recognized for Exceptional Service and Outstanding Performance on behalf of the Federal Bar Association (Oklahoma City Chapter) Pro Bono Program, 2018–2019.

ABOUT

William B. Federman is the founder and managing partner of Federman & Sherwood. Mr. Federman has more than forty (40) years of diverse, hands-on, trial, and appellate experience in the areas of data breach litigation, class action litigation, securities litigation, and complex litigation. Mr. Federman has represented clients in federal courts, state courts, the Supreme Court of the United States of America, multidistrict litigation proceedings, and arbitration forums across the United States.

Mr. Federman leads the firm's class action litigation practice, bringing claims on behalf of individuals to remedy violations of consumer protection laws, securities laws, data breach laws, and product liability laws, among others. Mr. Federman has served as lead counsel, co-lead counsel, and as a member of the executive steering committee on hundreds of class action cases throughout the United States during his career. Mr. Federman is a staunch advocate and has won hundreds of millions of dollars for his clients.

In the legal community, Mr. Federman is well known for his high ethical standards and competency as a trial attorney. Mr. Federman has received the Martindale-Hubbell peer review rating of AV Preeminent for both ethical standards and legal ability. Mr. Federman has also served on the Oklahoma County Bar Ethics Committee and has been honored as a featured speaker at many bar events, including the American Bar Association, the Houston Bar Association, and the Oklahoma Bar Association.

Outside of the office, Mr. Federman enjoys cheering on the Oklahoma City Thunder and spending time with his favorite four-legged companion, Reggie.

COURTS ADMITTED

- Oklahoma
- Texas
- New York
- United States District Court for the Western District of Oklahoma
- United States District Court for the Northern District of Oklahoma
- United States District Court for the Eastern District of Oklahoma
- United States District Court for the Western District of Texas
- United States District Court for the Eastern District of Texas
- United States District Court for the Northern District of Texas
- United States District Court for the Southern District of Texas
- United States District Court for the District of Colorado
- 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 Northern District of Ohio
- 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 Eastern District of New York
- United States District Court for the Eastern District of Arkansas
- United States District Court for the Western District of Arkansas
- United States Court of Appeals, First Circuit
- United States Court of Appeals, Second Circuit
- United States Court of Appeals, Third Circuit
- United States Court of Appeals, Fourth Circuit
- United States Court of Appeals, Fifth Circuit
- United States Court of Appeals, Sixth Circuit
- United States Court of Appeals, Seventh Circuit
- United States Court of Appeals, Eighth Circuit
- United States Court of Appeals, Ninth Circuit
- United States Court of Appeals, Tenth Circuit
- United States Court of Appeals, Eleventh Circuit
- United States Court of Appeals, Federal Circuit
- United States Supreme Court

SELECT LEADERSHIP APPOINTMENTS

- *Salinas v. Block, Inc. and Cash App Investing, LLC,* No. 3:22-cv-04823 (N.D. Cal.) (Interim Co-Lead Class Counsel).
- *Bointy v. Integris Health, Inc.,* No. CJ-2025-7235 (District Court of Oklahoma County, Oklahoma) (Interim Co-Lead Class Counsel*).*
- *In re: Mednax Services, Inc. Data Security Breach Litigation,* No. 0:21-md-02994 (S.D. Fla.) (Interim Co-Lead Class Counsel).
- *Turner v. Johns Hopkins Health System Corporation,* No. 24-c-23-002983 (Circuit Court of Baltimore City, Maryland) (Interim Lead Class Counsel).
- *In re: Physician's Business Office Data Incident Litigation,* No. CC-54-2022-C-252 (Wood County Circuit Court of West Virginia) (Interim Co-Lead Class Counsel).
- *In re Communication Federal Credit Union Data Breach Litigation,* No. CJ-2024-5388 (District Court of Oklahoma County, Oklahoma) (Interim Co-Lead Class Counsel).
- *Okonski v. Progressive Casualty Insurance Company,* No. 1:23-cv-01548 (N.D. Ohio) (Interim Co-Lead Class Counsel).
- *In re: Orrick, Herrington, & Sutcliffe, LLP Data Breach Litigation,* No. 3:23-cv-04089 (N.D. Cal.) (Interim Lead Class Counsel).
- *Bingaman v. Avem Health Partners, Inc.,* No. 5:23-cv-00130 (W.D. Okla.) (Interim Lead Class Counsel).
- *In re: Bryan Cave Leighton Paisner, LLP Data Breach Litigation,* No. 1:13-cv-04249 (N.D. Ill.) (Interim Lead Class Counsel).
- *In re: Navvis & Company, LLC Data Breach Litigation,* No. 4:24-cv-00029 (E.D. Mo.) (Interim Co-Lead Class Counsel).
- *In re Eisner Advisory Group, LLC Data Breach Litigation,* No. 1:25-cv-03044 (S.D.N.Y.) (Interim Co-Lead Class Counsel).
- *McNally v. Infosys McCamish Systems, LLC,* No. 1:24-cv-00995 (N.D. Ga.) (Plaintiffs' Steering Committee Member).
- *In re: Fortra File Transfer Software Data Security Breach Litigation,* No. 24-MD-03090 (S.D. Fla.) (Track 4 Intellihartx Spoke Lead).
- *Kolstedt v. TMX Finance Corporate Services, Inc.,* No. 4:23-cv-00076 (S.D. Ga.) (Plaintiffs' Steering Committee Member).
- *In re Varsity Brands, Inc. Data Breach Litigation,* No. 3:24-cv-02633-B (N.D. Tex.) (Interim Co-Lead Class Counsel).
- *In re Jani-King International, Inc. Data Breach Litigation,* No. 3:25-cv-01057-N (N.D. Tex.) (Interim Co-Lead Class Counsel).
- *In re Hand & Plastic Surgery Centre, PLC dlb/a Elite Plastic Surgery Data Breach Litigation,* No. 2025-03097-NZ (Kent County, Michigan) (Interim Lead Class Counsel).

KENNEDY M. BRIAN

ATTORNEY

CONTACT

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EDUCATION

- University of Central Oklahoma (B.M. in Musical Theatre, Minor in Real Estate Finance).
- University of Oklahoma College of Law.

MEMBERSHIPS

- Oklahoma Bar Association.
- Oklahoma County Bar Association.
- Federal Bar Association.
- American Association for Justice.
- Alpha Xi Delta, Alumni.

AWARDS & HONORS

- Academic Achievement Award, Trial Techniques, University of Oklahoma College of Law.
- Distinguished Speaker, 1L Moot Court Competition, University of Oklahoma College of Law.
- American Indian Law Review, Member, University of Oklahoma College of Law.

ABOUT

Ms. Brian is a rising star in the data privacy litigation sector who practices in state and federal courts across the nation. By virtue of her unmatched work ethic, Ms. Brian has played a pivotal role in obtaining favorable decisions for data breach victims throughout the United States. Ms. Brian has successfully worked on dozens of data privacy cases and has served in various leadership positions on state court cases, federal court cases, and multi-district litigation. Ms. Brian is recognized as a knowledgeable attorney in the data privacy litigation sector and often speaks on data privacy topics at conferences across the nation. Prior to joining Federman & Sherwood, Ms. Brian was a trusts and estates attorney where she helped clients manage multi-million-dollar estates.

When Ms. Brian is not advocating for her clients, she can be found spending time with her four dogs, her husband, or volunteering with the Junior League of Oklahoma City.

COURTS ADMITTED

- Oklahoma
- United States District Court for the Northern District of Oklahoma
- United States District Court for the Western District of Oklahoma
- United States District Court for the Eastern District of Oklahoma
- United States District Court for the Northern District of Texas
- United States District Court for the Western District of Texas
- United States District Court for the Eastern District of Texas
- United States District Court for the Southern District of Texas
- United States District Court for the District of Colorado
- United States District Court for the District of Nebraska

SPEAKING ENGAGEMENTS

- American Association for Justice Annual Convention, July 2025, San Francisco, California.
- New Challenges for Article III Standing in Data Security Cases, HarrisMartin's Data Breach Litigation Conference, September 2024, Nashville, Tennessee.

LEADERSHIP APPOINTMENTS

- *In re: Change Healthcare, Inc. Customer DataB Security Breach Litig.*, No. 0:24-md-03108 (D. Minn.) (Patient Track Steering Committee) (Multidistrict Litigation).
- *In re: Furniture Mart USA, Inc. Data BreachB Litigation*, No. 4:25-cv-04021 (D.S.D.) (Interim Co-Lead Class Counsel).
- *In re Great Plains Regional Medical CenterB Data Breach Litigation*, No. 5:24-cv-01337 (W.D. Okla.) (Interim Co-Lead Class Counsel).
- *Burge v. Mason Construction, LLC,* No. 24-DC-CV-2053 (Interim Co-Lead Class Counsel).
- *In re: ABC Legal Services Data SecurityB Litigation*, No. 2:24-cv-02092 (W.D. Wash.) (Interim Co-Lead Class Counsel).
- *Johnsen v. American Water Works Company,B Inc.*, No. 1:24-cv-09752 (D.N.J.) (Plaintiffs' Executive Committee).
- *In re: Carruth Compliance Consulting, Inc.B Data Security Incident*, No. 2:25-cv-00119 (D. Ore.) (Interim Class Counsel).
- *Ebert, et al. v. PRGX Global, Inc.*, No. 1:23-cv-04233 (N.D. Ga.) (Settlement Class Counsel).
- *Johnson, et al. v. Paycom Payroll, LLC*, No. CJ-2023-4763 (District Court of Oklahoma County, Oklahoma) (Settlement Class Counsel).
- *Davila v. New Enchantment Group, LLC*, No. 2:23-cv-01098 (D. Ariz.) (Settlement Class Counsel).
- *Buechler v. Brown Paindiris & Scott, LLP*, No3: 25 cv-00629 (D. Conn.) (Interim Co-Lead Class Counsel).
- *Watts v. DRT, LLC*, No. 1:25-cv-00013-RGE-HCA (S.D. Iowa) (Interim Co-Lead Class Counsel).

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EDUCATION

- Oklahoma State University (B.S. & B.A., majoring in Finance, Entrepreneurship, and Economics, 2018 magna cum laude).
- Baylor University School of Law (cum laude).

MEMBERSHIPS

- Oklahoma Bar Association.

ABOUT

Ms. Wilkes specializes in data breach class actions, securities class actions, mass torts, and business litigation. Ms. Wilkes is a skilled trial attorney and received specialized training from one of the nation's highest ranked trial advocacy programs at Baylor University School of Law. Prior to joining Federman & Sherwood, Ms. Wilkes served as an Assistant Attorney General at the Oklahoma Attorney General's Office where she focused on employment law, personal injuries, constitutional law, and appellate work.

COURTS ADMITTED

- Oklahoma
- United States District Court for the Northern District of Oklahoma
- United States District Court for the Western District of Oklahoma
- United States District Court for the Eastern District of Oklahoma
- United States District Court for the Northern District of Texas
- United States District Court for the Western District of Texas
- United States District Court for the Eastern District of Texas
- United States District Court for the Southern District of Texas
- United States District Court for the District of Colorado
- 10th Circuit Court of Appeals

LEADERSHIP APPOINTMENTS

- *In re Autobell Car Wash, LLC Data Breach Litig., No. 3:24-cv-00959 (W.D.N.C.) (Interim Co-Lead Counsel).*
- *Accurso v. Western Electrical Contractors Association, Inc., No. 24CV017855 (Sup. Ct. Cal. Cty. Sacramento) (Interim Co-Lead Counsel).*
- *Sauray v. Arden Claims Services, LLC, No. 609033/2024 (Sup. Ct. N.Y., Cassau Cnty.) (Interim Co-Lead Counsel).*
- *In re Landmark Admin LLC Data Incident Litig., No. 6:24-CV-082-H (N.D. Tex.) (Executive Committee).*
- *In re: Panera Data Security Litig., No. 4:24-cv00847-HEA (E.D. Mo.) (Executive Committee).*
- *Harrison, v. PECO Foods, Inc., Case No. 7:24-cv-01028-LSC (N.D. Ala.) (Executive Committee).*
- *In re: Thompson Cogburn Data Security Litig., No. 4:24-cv-1509 (E.D. Mo.) (Executive Committee).*

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EDUCATION

- Oklahoma City University School of Law.
- Texas A&M University (2019, B.S. Political Science).

MEMBERSHIPS

- Federal Bar Association.
- Order of the Barristers (2022).
- American Association for Justice.

AWARDS & HONORS

- CALI Award – Secured Transactions.

ABOUT

Mr. Hilton is an attorney in the firm's Oklahoma City office. Mr. Hilton's primary focus is in complex and class action litigation, including federal securities class actions, data breaches, and consumer class actions. Prior to joining Federman & Sherwood, Mr. Hilton was a clerk for the Oklahoma Department of Securities. While attending law school, Mr. Hilton was a member of Native American Law Student Association Moot Court team and received multiple academic awards, including the CALI award for Secured Transactions.

COURTS ADMITTED

- Oklahoma
- United States District Court for the Northern District of Oklahoma
- United States District Court for the Western District of Oklahoma
- United States District Court for the Eastern District of Oklahoma
- United States District Court for the Northern District of Texas
- United States District Court for the Western District of Texas
- United States District Court for the Eastern District of Texas
- United States District Court for the Southern District of Texas

LEADERSHIP APPOINTMENTS

- *In re Seven Counties Services, Inc. Data Breach Litigation*, No. 24-CI-007516 (2024) (Interim Co-Lead Class Counsel).
- *Dunn, v. Complete Payroll Solutions, LLC*, No. 1:25-cv-30045 (D. Mass.) (Plaintiffs' Steering Committee).
- *In re Cupertino Electric Inc. Litigation*, No. 5:23-cv-04007 (N.D. Cal.) (Settlement Class Counsel).
- *Casey v. Tyler Technologies, Inc.*, No. CJ-2024-5929 (Dist. Ct. Okla. Cty.) (Settlement Class Counsel).
- *In re: Ascension Health December 2024 Data Breach Litigation*, No. 4:25-cv-00626 (E.D. Mo.) (Plaintiffs' Steering Committee).

ALEX J. EPHRAIM

ATTORNEY

CONTACT

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EDUCATION

- University of Missouri – Kansas City School of Law.
- University of Colorado – Denver (B.A. Political Science – Public Policy Analysis, 2018).

MEMBERSHIPS

- Oklahoma Bar Association.
- Oklahoma County Bar Association.
- Federal Bar Association.

AWARDS & HONORS

- Dean's list.
- Governor's Cup (MO) – Mock Trial Champions.

ABOUT

Mr. Ephraim is an attorney in the firm's Oklahoma City office. Mr. Ephraim's primary focus is in complex and class action litigation, including securities class actions, data breaches, and consumer class actions. Prior to joining Federman & Sherwood, Mr. Ephraim practiced general civil litigation representing clients in oil and gas – lease and royalty disputes, employment claims, responding to government investigations, breach of contract matters, water rights disputes, and property developments.

COURTS ADMITTED

- Oklahoma
- United States District Court for the Northern District of Oklahoma
- United States District Court for the Western District of Oklahoma
- United States District Court for the Eastern District of Oklahoma
- United States District Court for the Eastern District of Texas
- United States District Court for the Southern District of New York

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ATTORNEY

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EDUCATION

- University of Oklahoma College of Law.
- Austin College (B.A. in Business Administration and Spanish).

MEMBERSHIPS

- Oklahoma Bar Association.
- Oklahoma County Bar Association.

AWARDS & HONORS

- 2nd Place Speaker Moot Court Competition, University of Oklahoma College of Law 2017.
- 2nd Place Negotiations Competition, University of Oklahoma College of Law 2015.
- Law Student Service Award, University of Oklahoma 2017.
- Order of the Solicitors, University of Oklahoma College of Law.

ABOUT

Mr. Herrera is a litigation and transactional attorney whose multi-faceted practice encompasses a broad range of business litigation and disputes, including data breach, consumer class actions, and securities. He represents clients in complex business and commercial disputes in state and federal courts, arbitrations, and administrative proceedings.

Prior to joining Federman & Sherwood, Mr. Herrera practiced Criminal Defense in Oklahoma for over 5 years achieving successful outcomes and dismissals for clients throughout Oklahoma. Mr. Herrera focused on high profile cases, including sex crimes, drug trafficking, assault and battery, and embezzlement. He successfully negotiated favorable outcomes for clients to prevent them from serving jail time. Mr. Herrera also assisted in drafting successful appellate briefs before the Oklahoma Court of Criminal appeals, executed expungements and pardons, and helped clients get removed from the Oklahoma Sex Offender Registry.

COURTS ADMITTED

- Oklahoma
- United States District Court for the Northern District of Oklahoma
- United States District Court for the Eastern District of Oklahoma
- United States District Court for the Western District of Arkansas