

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
IN RE CHRISTIE'S DATA BREACH LITIGATION

No. 24-CV-4221 (JMF)

*This Document Relates To:
All Member Cases*

CLASS ACTION

-----X
**PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT AND INCORPORATED
MEMORANDUM OF LAW**

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I. INTRODUCTION

Plaintiffs Efstathios Maroulis, William Colley, Russell DeJulio, Alice Bruce, and Ildar Gaifullin (“Plaintiffs”), on behalf of themselves and all others similarly situated, respectfully request that the Court grant preliminary approval of the parties’ proposed class action settlement in this matter under Federal Rule of Civil Procedure 23. This case arises out of the data breach (the “Data Breach”) that was discovered by Defendant Christie’s Inc. (“Defendant” or “Christie’s”) on or around May 8, 2024. After several weeks of arm’s-length negotiations and an October 30, 2024, mediation session with Jill R. Sperber, Esq.—where the key terms were finalized—Plaintiffs and Defendant reached the Settlement Agreement (the “Settlement” or “S.A.”) attached as **Exhibit 1**.

The Settlement provides timely and excellent benefits to the Settlement Class.¹ Defendant will establish a non-reversionary common fund of \$990,000.00 (the “Settlement Fund”) from which each Settlement Class Member can claim up to \$10,000.00 for documented monetary losses, two years of three-bureau Credit Monitoring (which includes dark web monitoring, identity theft insurance coverage for up to \$1,000,000, and fully managed identity recovery services), and also a pro rata cash payment (estimated to be \$100). Additionally, California Settlement Class Members can claim an additional \$100.00 cash payment (subject to *pro rata* decrease) for their potential statutory claims. Furthermore, the Settlement Fund will pay for Plaintiffs’ Service Awards, attorneys’ fees, litigation expenses, and the costs of Settlement Administration. The Settlement also provides sweeping injunctive relief whereby Defendant agrees to implement enhanced data security measures (to the extent not already adopted)—including automated vulnerability scanning tools, enhanced existing firewall protections, enhanced existing multi-factor authentication

¹ Capitalized terms herein have the same meaning as in the Settlement Agreement.

processes, and improved employee training programs. Critically, Defendant will pay for these data security measures *separate and apart* from all other settlement benefits.

The terms of the Settlement are fair, reasonable, and consistent with precedent concerning class settlements in this Circuit and elsewhere. After all, the Settlement provides the exact relief sought by the lawsuit (i.e., both monetary and injunctive relief). Thus, Plaintiffs respectfully move this Court for entry of an Order: (1) granting preliminary approval of the settlement described in the “Settlement Agreement” between Plaintiffs and Christie’s; (2) preliminarily certifying the Settlement Class for purposes of Settlement; (3) appointing Plaintiffs Efstathios Maroulis, William Colley, Russell DeJulio, Alice Bruce, and Ildar Gaifullin as Class Representatives; (4) appointing David Lietz of Milberg Coleman Bryson Phillips Grossman PLLC and Jonathan Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C. as Class Counsel; (5) approving the notice plan set forth in the Settlement Agreement; (6) appointing Eisner Advisory Group, LLC (“EAG”) as Settlement Administrator; (7) approving the form and content of the Short Form Notice (S.A. Ex. A), Long Form Notice (S.A. Ex. B), and Claim Form (S.A. Ex. C); and (8) scheduling a Final Fairness Hearing to consider entry of a final order approving the Settlement, final certification of the Settlement Class for settlement purposes only, and the request for attorneys’ fees, costs, and expenses, and Plaintiffs’ service awards.

II. STATEMENT OF FACTS

A. Background

Defendant Christie’s Inc. is an international auction house that operates in the global art and luxury market and is known for hosting auctions and private sales. S.A. ¶ 1. As part of its business, Defendant collects and maintains the private information of its customers and prospective customers—including their names, addresses, dates of birth, nationality information,

passport numbers, and driver's licenses or state identification numbers. *Id.* ¶ 2. On or around May 8, 2024, Defendant discovered suspicious activity on its computer network (the "Data Breach"). *Id.* ¶ 3. Defendant further determined that certain Private Information of its customers and prospective customers had been unlawfully accessed and exfiltrated. *Id.* Thereafter, on or around May 30, 2024, Defendant began notifying individuals who may have been impacted by the Data Breach. *Id.* ¶ 4.

B. Procedural History

On June 3, 2024, Defendant was named in the first of five putative class actions relating to the Data Breach. *Id.* ¶ 5. Thereafter, the Court consolidated the putative class actions into the first-filed action. *Id.* ¶ 6. And on July 26, 2024, Plaintiffs filed a Motion to Appoint David Lietz and Jon Mann as Co-Lead Counsel and Raina Borrelli, Courtney Maccarone, and Jeff Ostrow to an Executive Committee. *Id.* ¶ 7. The motion was granted on July 29, 2024. *Id.*

On August 19, 2024, Plaintiffs filed their Consolidated Class Action Complaint. *Id.* ¶ 8. Therein, Plaintiffs pleaded a Nationwide Class, an Alabama Subclass, a Florida Subclass, a Pennsylvania Subclass, and a Texas Subclass. Doc. 38, ¶¶ 156–60. Plaintiffs brought claims for negligence, breach of implied contract, unjust enrichment, violation of the New York Deceptive Trade Practices Act, declaratory judgment, negligence *per se*, invasion of privacy, violation of the Florida Deceptive and Unfair Trade Practices Act, and wantonness. *Id.* ¶¶ 171–294. On September 16, 2024, Defendant filed a Motion to Dismiss under Federal Rule of Civil Procedure 12(b)(1) and 12(b)(6). Doc. 41. Thereafter, on October 7, 2024, Plaintiffs filed a First Amended Consolidated Class Action Complaint. Doc. 43. And on October 28, 2024, Defendant filed a second Motion to Dismiss. Doc. 45.

Recognizing the benefits of early resolution, the Parties began discussing the possibility of settlement in or around the beginning of October 2024. S.A. ¶ 10. The Parties scheduled a mediation session with Jill R. Sperber, Esq., who has substantial experience in mediating data breach class actions. *Id.* Prior to mediation, the Parties engaged in informal discovery and exchanged mediation briefs—which enabled the Parties to better evaluate the merits of Plaintiffs’ claims and the strengths of Defendant’s defenses. *Id.* ¶ 11.

On October 30, 2024, the Parties engaged in a full-day mediation session with Ms. Sperber. *Id.* Under her guidance, the Parties engaged in hours of hard-fought negotiations and ultimately agreed upon the material terms of the Settlement. *Id.* ¶ 12. Thereafter, on November 1, 2024, the Parties executed a Term Sheet. *Id.* And on November 15, 2024, the Parties filed a Joint Notice of Settlement and Motion to Stay All Deadlines. Doc. 47. On November 18, 2024, the Court granted the Motion and stayed all deadlines pending the filing of Plaintiffs’ Motion for Preliminary Approval. Doc. 48. In the weeks that followed, the Parties diligently negotiated and circulated drafts of the Settlement Agreement, along with accompanying draft notices, Claim Form, and other exhibits, and agreed upon a Settlement Administrator. Joint Declaration in Support of Plaintiffs’ Motion (“Joint Declaration”) ¶ 4, attached hereto as **Exhibit 2**.

III. SETTLEMENT TERMS

A. The Settlement Class

The Settlement provides for the certification of a Settlement Class defined as: all persons residing in the United States whose Private Information was compromised as a result of the Data Breach and who were sent notice of the Data Breach. S.A. ¶ 62. All members of the Settlement Class that do not opt-out of the settlement shall be referred to as “Settlement Class Members.” *Id.* ¶ 63. Excluded from the Settlement Class are: (a) all persons who are governing board members

of the Defendant; (b) governmental entities; and (c) the Court, the Court's immediate family, and Court staff. *Id.* ¶ 62. "Private Information" means Settlement Class Members' information that may have been accessible in the Data Breach, which may include full names, dates of birth, addresses, birthplaces, sex, nationality, document numbers, passport numbers, full Machine Readable Zone ("MRZ") numbers (the machine-readable code at the bottom of the identity page at the beginning of a passport, IDs, and visas), issuing authority, issue dates, expiration dates, and driver's license numbers. *Id.* ¶ 52. There are approximately 45,798 individuals in the Settlement Class. Joint Decl. ¶ 5.

B. Settlement Benefits

The Settlement provides Class Members with timely benefits targeted at remediating the specific harms they may have suffered because of the Data Breach. S.A. ¶¶ 71–73. The Settlement establishes a non-reversionary common fund of nine-hundred and ninety thousand dollars (\$990,000.00). *Id.* ¶ 67. Under the Settlement, Settlement Class Members can obtain (1) cash compensation for documented monetary losses up to \$10,000.00 per Settlement Class Member, (2) pro rata cash payments (estimated at \$100.00), and (3) credit monitoring and identity theft restoration services. *Id.* ¶ 71. California Settlement Class Members can obtain an additional pro rata cash payment of \$100.00 given their potential statutory claims under the California Consumer Privacy Act. *Id.* Critically, these forms of relief are *not mutually exclusive* (e.g., a Settlement Class Member may claim cash compensation for monetary losses and a pro rata cash payment and credit monitoring). *Id.* Furthermore, the Settlement provides injunctive relief as detailed below. *Id.* ¶ 73.

1. Documented Monetary Losses

Settlement Class Members can obtain up to \$10,000.00 per person for documented monetary losses reasonably related to the Data Breach or to mitigating the effects of the Data Breach. *Id.* ¶ 71(a). For example, Settlement Class Members can obtain up to \$10,000.00 per person for, *inter alia*, (i) out of pocket credit monitoring costs that were incurred on or after May 8, 2024, through the date of 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.*

2. Pro Rata Cash Payments

Settlement Class Members can also obtain a pro rata cash payment in the estimated amount of \$100.00. *Id.* ¶ 71(b). The precise value of the pro rata cash payments will be adjusted upwards or downwards based upon the number of valid claims filed and the funds remaining in the Settlement Fund. *Id.* California Settlement Class Members can obtain an additional cash payment of \$100.00 (a “California Statutory Payment”) given their potential statutory claims under the California Consumer Privacy Act. *Id.* ¶ 71(c).

3. Credit Monitoring

Settlement Class Members can also obtain two years of three-bureau Credit Monitoring that also includes three-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000, and fully managed identity recovery services. *Id.* ¶ 71(d).

4. Injunctive Relief

The Settlement also provides injunctive relief whereby Defendant agrees to implement enhanced data security measures to the extent not already done. *Id.* ¶ 73. Specifically, the Settlement mandates that Defendant (a) periodically review and revise its policies and procedures

addressing data security as reasonably necessary; (b) implement automated vulnerability scanning tools that cover its systems and will set policies for prompt remediation; (c) enhance existing firewall protections; (d) enhance existing multi-factor authentication processes for remote access; (e) verify that all default passwords are changed to follow password policies that comply with best practices; and (f) maintain a program to educate and train its employees on the importance of the privacy and security of Private Information. *Id.* Critically, Defendant will pay for these enhanced data security measures separate and apart from other benefits under the Settlement. *Id.*

C. Settlement Administration

The Parties agreed that EAG will serve as the Settlement Administrator to process all claims, subject to approval by the Court. *Id.* ¶ 76. The Settlement Administrator will, *inter alia*, complete the Notice Program, review Claim Forms, establish and maintain the Settlement Fund, establish and maintain a post office box to receive opt-out requests and objections and Claim Forms, establish and maintain the Settlement Website, establish and maintain an automated toll-free telephone line for Settlement Class Members with questions, process physical and electronic Claim Forms, disperse cash benefits, notify Settlement Class Members of deficient claims, process opt-out requests, process objections, provide weekly reports to Class Counsel and Defendant's Counsel, and prepare a declaration confirming the Notice Program was completed in accordance with the Settlement Agreement. *Id.* ¶ 78.

D. Notice to Class Members

Within ten (10) days after the entry of the Preliminary Approval Order, Defendant shall provide the Class List to the Settlement Administrator. *Id.* ¶ 80. Notice will be provided via both: (1) direct notice via U.S. Mail, and (2) notice on the Settlement Website. *Id.* ¶ 81. Within thirty (30) days after the entry of the Preliminary Approval Order, the Settlement Administrator will

disseminate direct notice—via U.S. mail—to the Class Members. *Id.* Thereafter, the Settlement Administrator will establish the Settlement Website no later than the day before direct notice begins. *Id.* ¶ 83. Additionally, the Settlement Administrator will perform address tracing for those Postcard Notices that are returned as undeliverable and then re-mail notice when new addresses are found. *Id.* ¶ 89.

E. Opt-Outs

Settlement Class Members may opt-out from receiving the benefits of the Settlement. *Id.* ¶¶ 84–86. Both the Postcard Notice and Long Form Notice will inform Settlement Class Members of their rights to opt-out of the Settlement. *Id.* ¶¶ 82–84. To opt-out of the Settlement, opt-out requests must be postmarked no later than the last day of the Opt-Out Period—which the Parties recommend to be sixty (60) days after the Notice Commencement Deadline. *Id.* ¶¶ 46, 84, 112. To be valid, the opt-out request must be personally signed by the Settlement Class member and contain the name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. *Id.* ¶ 84.

F. Objections

Settlement Class Members may object by mailing their objections to the Settlement Administrator or by filing their objections with the Court. *Id.* ¶ 87. To be valid, objections must be submitted by the Objection Deadline—which the Parties recommend to be sixty (60) days after the Notice Commencement Deadline. *Id.* ¶¶ 45, 87. An objection must: (a) state the objector’s full name, mailing address, telephone number, and email address (if any); (b) indicate the case name and number; (c) provide documentation sufficient to establish membership in the Settlement Class (e.g., a copy of the Postcard Notice); (d) state the objector’s position; (e) copies of other documents (if any); (f) whether the objector intends to attend the Final Approval Hearing; (g) whether the

objector is represented by a lawyer and, if so, the name, address, and telephone number of that lawyer; and (h) the objector's signature. *Id.* ¶ 88.

G. Attorneys' Fees and Service Awards

The Parties did not negotiate attorneys' fees, costs, and Service Awards until after all material terms of the Settlement were agreed upon. *Id.* ¶ 108. In doing so, Class Counsel and Plaintiffs avoided conflicts with the Settlement Class. Joint Decl. ¶ 6. Thus, Class Counsel will file for an award of attorneys' fees up to one third (approximately 33.33%) of the Settlement Fund and reimbursement of reasonable litigation expenses. S.A. ¶ 107. Additionally, Class Counsel will request Service Awards of \$5,000.00 for each Class Representative. *Id.* ¶ 106. These Service Awards are intended to reimburse Class Representatives for their efforts and in recognition of their dedication to the Settlement Class. Joint Decl. ¶ 7.

H. Release of Claims

The Parties tailored the release to affect only those claims related to the Data Breach—defined as “Released Claims” in the Settlement Agreement. S.A. ¶¶ 110–15. Thus, any Settlement Class Members, who do not exclude themselves, will release all of their claims against Defendant related to the Data Breach. *Id.*

IV. LEGAL STANDARD

Federal Rule of Civil Procedure 23(e) requires court approval of any class settlement, following notice to the settlement class. The preliminary approval stage provides a forum for the initial evaluation of a settlement, and where no class has been previously certified, a determination as to whether a proposed settlement class should be certified. *See* 2 Newberg & Conte, *Newberg on Class Actions*, §§ 11.22, 11.27 (3d ed. 1992). In weighing a grant of preliminary approval, district courts must determine whether “giving notice is justified by the parties' showing that the

court will likely be able to: (i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal.” Fed. R. Civ. P. 23(e). As such, after preliminary approval is granted, notice is provided to settlement class members (who are then given the opportunity to exclude themselves from or object to the settlement). *In re Nasdaq Antitrust Litig.*, 176 F.R.D. 99, 102 (S.D.N.Y. 1997). At the Final Fairness Hearing, Settlement Class Members may be heard by the Court prior to its determination of whether to grant final approval of the settlement agreement and dismiss the case. *Id.*

V. ARGUMENT

Federal courts strongly encourage settlements, particularly in class actions and other complex matters where inherent costs, delays, and risks of continued litigation might otherwise outweigh any potential benefit the individual plaintiff—or the class—could hope to obtain. *Grissom v. Sterling Infosystems, Inc.*, No. 20-CV-7948, 2024 U.S. Dist. LEXIS 197927, at *5 (S.D.N.Y. Oct. 30, 2024). Indeed, “[t]he compromise of complex litigation is encouraged by the courts and favored by public policy.” *Id.* (citing *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 114 (2d Cir. 2005) (quoting 4 Alba Conte & Herbert B. Newberg, *Newburg on Class Actions* § 11:53, at 167 (4th ed. 2002))). In particular, “[c]lass action suits readily lend themselves to compromise because of the difficulties of proof, the uncertainties of the outcome, and the typical length of the litigation. There is a strong public interest in quieting any litigation; this is ‘particularly true in class actions.’” *In re Luxottica Group Litig.*, 233 F.R.D. 306, 310 (E.D.N.Y. 2006).

Here, Plaintiffs seek to certify, for settlement purposes, the Settlement Class which is defined as “all persons residing in the United States whose Private Information was compromised as a result of the Data Breach and who were sent notice of the Data Breach.” S.A. ¶ 62. There are

approximately 45,798 individuals in the Settlement Class. Joint Decl. ¶ 5. For the reasons explained *infra*, the Court should grant preliminary approval. *See also Grissom*, 2024 U.S. Dist. LEXIS 197927, at *6 (S.D.N.Y. Oct. 30, 2024) (“The parties and their counsel are in a unique position to assess the potential risks of litigation, and thus district courts in exercising their discretion often give weight to the fact that the parties have chosen to settle.”) (citing *Yuzary v. HSBC Bank USA, N.A.*, No. 12-CV-3693, 2013 U.S. Dist. LEXIS 61643 (S.D.N.Y. Apr. 30, 2013)).

A. The Settlement Satisfies the Criteria for Preliminary Approval.

The Settlement satisfies the criteria for preliminary approval because the Court “will likely be able to: (i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal.” *In re Payment Card Interchange Fee & Merch. Disc. Antitrust Litig.*, 330 F.R.D. 11, 28 (E.D.N.Y. 2019) (quoting Fed. R. Civ. P. 23(e)(1)(B)(i)-(ii)). Courts conducting this analysis “must make a preliminary evaluation as to whether the settlement is fair, reasonable and adequate.” *Grissom*, 2024 U.S. Dist. LEXIS 197927, at *6 (S.D.N.Y. Oct. 30, 2024) (quoting *In re Currency Conversion Fee Antitrust Litig.*, No. 01-MD-1409, M-21-95, 2006 U.S. Dist. LEXIS 81440 (S.D.N.Y. Nov. 8, 2006)). Therein, courts consider “the (1) adequacy of representation, (2) existence of arm’s-length negotiations, (3) adequacy of relief, and (4) equitableness of treatment of class members.” *Id.* (citing Fed. R. Civ. P. 23(e)(2) (A)-(D)). Besides these four factors, courts within the Second Circuit also consider the nine factors established in *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir. 1974) (the “*Grinnell* factors”). However, there is some partial overlap between the factors (and courts often analyze them together). *Grissom*, 2024 U.S. Dist. LEXIS 197927, at *7 (S.D.N.Y. Oct. 30, 2024).

1. The Plaintiffs and Class Counsel adequately represented the Class.

Under Rule 23(e)(2)(A), courts consider whether “the class representatives and class counsel have adequately represented the class[.]” Fed. R. Civ. P. 23(e)(2)(A). Here, the Class Representatives adequately represented the Settlement Class by assisting in the investigation of the case, reviewing the complaints, remaining available for consultation throughout settlement negotiations, reviewing the Settlement Agreement, and answering Class Counsel’s many questions. Joint Decl. ¶ 8. Furthermore, the Class Representatives do not have any conflicts with the Class. *Id.*

Class Counsel adequately represented the Settlement Class—by utilizing their extensive experience in class action litigation and complex data breach cases—to secure a substantial settlement and provide timely relief. Joint Decl. ¶ 9. Moreover, Class Counsel secured an early and substantial settlement which benefits the Settlement Class. *Castagna v. Madison Square Garden, L.P.*, No. 09-cv-10211, 2011 U.S. Dist. LEXIS 64218, at *30 (S.D.N.Y. June 7, 2011) (commending class counsel for having “participated in a full-day mediation and ultimately negotiated an excellent settlement early in the litigation thus saving hundreds of hours of legal time that would have increased their fees”). Thus, this factor weighs toward preliminary approval.

2. The Settlement is the product of arm’s-length negotiations.

Under Rule 23(e)(2)(B), courts consider whether “the proposal was negotiated at arm’s lengths[.]” Fed. R. Civ. P. 23(e)(2)(B). Here, the Settlement was the product of arm’s-length negotiations whereby the Parties engaged in full-day mediation session with Jill R. Sperber, Esq., who has substantial experience in mediating data breach class actions. S.A. ¶ 10. Under her guidance, the Parties engaged in hours of hard-fought, contentious negotiations and ultimately agreed upon the material terms of the Settlement. *Id.* ¶ 12. This factor supports preliminary

approval. *McMahon v. Olivier Cheng Catering & Events, LLC*, 2010 U.S. Dist. LEXIS 18913, at *10-11 (S.D.N.Y. Mar. 2, 2010) (“Arm’s-length negotiations involving counsel and a mediator raise a presumption that the settlement they achieved meets the requirements of due process.”); *Pearlstein v. Blackberry Ltd.*, 2022 U.S. Dist. LEXIS 177786, at *21 (S.D.N.Y. Sep. 29, 2022) (explaining that the “involvement of an experienced mediator ‘helps to ensure that the proceedings were free of collusion and undue pressure’”) (quoting *D’Amato v. Deutsche Bank*, 236 F.3d 78, 85 (2d Cir. 2001)).

3. The Settlement provides adequate relief to Class Members.

Under Rule 23(e)(2)(C), courts consider four factors when considering the adequacy of the relief: “(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 required to be identified under Rule 23(e)(3)[.]” Fed. R. Civ. P. 23(e)(2)(C). On balance, these factors weigh toward preliminary approval. After all, the Settlement provides relief and terms comparable to other recent court-approved data breach settlements. *See, e.g., Corra v. ACTS Ret. Servs.*, No. 22-2917, 2024 U.S. Dist. LEXIS 500 (E.D. Pa. Jan. 2, 2024) (granting preliminary approval of a data breach settlement of 20,754 people with a \$350,000 cap providing up to \$3,500 for extraordinary losses, \$350 in ordinary out-of-pocket losses, \$75 in lost time, and two years of credit monitoring); *In re Canon United States Data Breach Litig.*, No. 20-CV-6239, 2023 U.S. Dist. LEXIS 206513, at *13 (E.D.N.Y. Nov. 15, 2023) (granting preliminary approval of a data breach settlement that provided up to \$7,500 for extraordinary losses, \$300 in ordinary out-of-pocket losses, and two years of credit monitoring services).

First, the relief is adequate because “the costs, risks, and delay of trial and appeal” are substantial. Fed. R. Civ. P. 23(e)(2)(C)(i); Joint Decl. ¶ 10. While Plaintiffs strongly believe in the merits of their case, Plaintiffs also recognize that Defendant asserted numerous, and potentially dispositive, defenses. Joint Decl. ¶ 10. Given these risks, and the risks posed by data breach litigation in particular, the Settlement provides relief that is both timely and substantial. *Id.*; see also *Hammond v. Bank of N.Y. Mellon Corp.*, No. 08-cv-6060, 2010 U.S. Dist. LEXIS 71996, at *4 (S.D.N.Y. June 25, 2010) (collecting data breach cases dismissed at the Rule 12(b)(6) or Rule 56 stage); *In re TJX Cos. Retail Sec. Breach Litig.*, 246 F.R.D. 389, 397 (D. Mass. 2007) (refusing to certify a data breach class action).

Second, the relief is adequate because the “proposed method of distributing relief” is effective. Fed. R. Civ. P. 23(e)(2)(C)(ii); Joint Decl. ¶ 11. EAG will, *inter alia*, complete the Notice Program, review Claim Forms, establish and maintain the Settlement Fund, establish and maintain a post office box to receive Claim Forms, establish and maintain the Settlement Website, establish and maintain an automated toll-free telephone line for Settlement Class Members with questions, process physical and electronic Claim Forms, disperse cash benefits, and notify Settlement Class Members of deficient claims. S.A. ¶ 78.

Third, the relief is adequate because the “terms of any proposed award of attorneys’ fees” are reasonable. Fed. R. Civ. P. 23(e)(2)(C)(iii); Joint Decl. ¶ 12. Here, the Parties did not negotiate attorneys’ fees, costs, and Service Awards until after all material terms of the Settlement were agreed upon. S.A. ¶ 108. In doing so, Class Counsel and Plaintiffs avoided conflicts with the Settlement Class. Joint Decl. ¶ 6. Thus, Class Counsel will file for an award of attorneys’ fees up to one third (approximately 33.33%) of the Settlement Fund and reimbursement of reasonable litigation expenses. S.A. ¶ 107. This request aligns with those approved in the Second Circuit.

Lowe v. NBT Bank, No. 3:19-CV-1400, 2022 U.S. Dist. LEXIS 180182, at *30-31 (N.D.N.Y. Sep. 30, 2022) (collecting cases and explaining that an award of 33.33% “is a reasonable baseline”).

Fourth, there is no “agreement required to be identified under Rule 23(e)(3)[.]” Fed. R. Civ. P. 23(e)(2)(C)(iv); Joint Decl. ¶ 13. Thus, on balance, these four factors weigh toward preliminary approval.

4. The Settlement provides equitable treatment to Class Members.

Under Rule 23(e)(2)(D), courts consider whether “the proposal treats class members equitably relative to each other[.]” Fed. R. Civ. P. 23(e)(2)(D). Each Settlement Class Member will be given equal opportunity to submit claims and obtain the compensation to which they are entitled. S.A. ¶¶ 76–79. Thus, this factor weighs in support of preliminary approval.

5. The *Grinnell* factors support preliminary approval.

Preliminary approval also is supported by the nine *Grinnell* factors which are: “(1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; and (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.” *Grissom*, 2024 U.S. Dist. LEXIS 197927, at *7 n.2 (S.D.N.Y. Oct. 30, 2024) (citing *Grinnell*, 495 F.2d at 463). On balance, these factors weigh toward preliminary approval.

First, “the complexity, expense and likely duration of the litigation” are substantial. Joint Decl. ¶ 14. Indeed, Plaintiffs would likely need to gain and maintain class certification, prevail on summary judgment, win at trial, and prevail on appeal. *Id.* Additionally, the amount of data-expert

analysis and testimony needed to bring this data breach case to trial would increase costs significantly, as well as add to the length of time needed to resolve the matter. *Id.* Thus, this factor weighs toward preliminary approval.

Second, “the reaction of the class to the settlement” is currently unknown. Joint Decl. ¶ 15. While the Class Representatives have reviewed and approved the Settlement Agreement, other Class Members have not yet had that opportunity to voice their opinions. *Id.* Thus, this factor is neutral.

Third, regarding “the stage of the proceedings and the amount of discovery completed[.]” Plaintiffs filed individual Complaints, a Consolidated Complaint, a First Amended Consolidated Complaint, and Defendant filed two Motions to Dismiss. *See* Docs. 1, 38, 40, 41, 43, 44, 45. Additionally, prior to mediation, the Parties engaged in informal discovery and exchanged mediation briefs—which enabled the Parties to better evaluate the merits of Plaintiffs’ claims and the strengths of Defendant’s defenses. S.A. ¶ 11. On balance, this factor slightly weighs toward preliminary approval. *See Castagna*, 2011 U.S. Dist. LEXIS 64218, at *30 (S.D.N.Y. June 7, 2011) (commending class counsel for having “negotiated an excellent settlement early in the litigation thus saving hundreds of hours of legal time”).

Fourth, fifth, and sixth, the risk of establishing liability, damages, and maintaining the class action throughout trial are all substantial. Joint Decl. ¶ 16. Thus, this factor weighs toward preliminary approval. *See In re GE/CBPS Data Breach Litig.*, No. 20-cv-2903, 2023 U.S. Dist. LEXIS 53171, at *5 (S.D.N.Y. Mar. 28, 2023) (considering these factors in a data breach class action and granting final approval).

Seventh, Defendant’s ability to withstand a greater judgment is not at issue here. Joint Decl. ¶ 17. Moreover, “ability to withstand a greater judgment, standing alone, does not suggest

that the settlement is unfair[.]” *Frank v. Eastman Kodak Co.*, 228 F.R.D. 174, 186 (W.D.N.Y. 2005) (quoting *In re Austrian & German Bank Holocaust Litig.*, 80 F. Supp. 2d 164, 178 n.9 (S.D.N.Y. 2000)). Thus, this factor is neutral.

Eighth and ninth, the Settlement is reasonable in light of the best possible recovery and the attendant risks of litigation. Joint Decl. ¶ 18. As discussed above, the Settlement establishes a non-reversionary common fund of \$990,000.00 from which Settlement Class Members can obtain (1) cash compensation for documented monetary losses up to \$10,000.00 per Settlement Class Member, (2) pro rata cash payments in the estimated amount of \$100.00, (3) an additional \$100.00 cash payment for California residents, and (4) credit monitoring and identity theft restoration services. S.A. ¶¶ 67, 71. Furthermore, the Settlement provides substantial injunctive relief. *Id.* ¶ 73. While Plaintiffs strongly believe in the merits of their case, Plaintiffs also recognize that Defendant raised numerous, and potentially dispositive, defenses. Joint Decl. ¶ 18. Given these risks, and the risks posed by data breach litigation in particular, the Settlement provides relief that is both timely and substantial. *Id.* Thus, on balance, the *Grinnell* factors weigh toward preliminary approval.

B. The Proposed Settlement Class Meets the Requirements of Rule 23.

The proposed settlement class must satisfy the requirements of Rule 23(a) and (b)(3). *Grissom*, 2024 U.S. Dist. LEXIS 197927, at *7 (S.D.N.Y. Oct. 30, 2024). Rule 23(a) requires that “(1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims . . . of the representative parties are typical of the claims . . . of the class; and (4) the representative parties will fairly and adequately protect the interests of the class.” *Id.* (quoting Fed. R. Civ. P. 23(a)(1)-(4)). Additionally, Rule 23(b)(3) requires that (1) “the questions of law or fact common to class members predominate over any

questions affecting only individual members” and that (2) “a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” *Id.* (quoting Fed. R. Civ. P. 23(b)(3)).

1. The Class is sufficiently numerous.

Numerosity requires that the class must be so numerous that joinder of all members is impracticable. Fed. R. Civ. P. 23(a)(1). Generally, a putative class of over forty members is sufficient to satisfy numerosity. *Alcantara v. CNA Mgmt., Inc.*, 264 F.R.D. 61, 64 (S.D.N.Y. Dec. 8, 2009). Here, the putative class includes approximately 45,798 individuals. Joint Decl. ¶ 5. Thus, numerosity is satisfied.

2. Questions of law and fact are common to the Class.

Commonality requires that there must be questions of law or fact common to the class. Fed. R. Civ. P. 23(a)(2). This requires that Class Members “suffered the same injury” such “that all their claims can productively be litigated at once.” *Wal-Mart Stores, Inc.*, 564 U.S. at 350. In other words, the determination of common questions must “resolve an issue that is central to the validity of each one of the claims in one stroke.” *Id.* And “[e]ven a single common legal or factual question will suffice.” *Jackson v. Bloomberg, L.P.*, 298 F.R.D. 152, 162, (S.D.N.Y. Mar. 19, 2014) (quoting *Freeland v. AT & T Corp.*, 238 F.R.D. 130, 140 (S.D.N.Y. Aug. 17, 2006)).

Here commonality is readily satisfied, as Plaintiffs and Class Members all have common questions of law and fact arising out of the same common event: the Data Breach discovered by Defendant on or about May 8, 2024. Doc. 43, ¶ 22. For example, Plaintiffs alleged the following questions of law and fact that are common to the class: “a. if Defendant had a duty to use reasonable care in safeguarding Plaintiffs’ and the Class’s Private Information; b. if Defendant failed to implement and maintain reasonable security procedures and practices appropriate to the nature and

scope of the information compromised in the Data Breach; c. if Defendant were negligent in maintaining, protecting, and securing PII in its possession and control; d. if Defendant breached contract promises to safeguard Plaintiffs and the Class’s Private Information; e. if Defendant took reasonable measures to determine the extent of the Data Breach after discovering it[.]” Doc. 43, ¶ 171. Thus, commonality is satisfied.

3. Plaintiffs’ claims and defenses are typical.

Typicality requires that the claims or defenses of the class representative must be typical of the claims or defenses of the class. Fed. R. Civ. P. 23(a)(3); *see also Grissom*, 2024 U.S. Dist. LEXIS 197927, at *17 (S.D.N.Y. Oct. 30, 2024). Here, Plaintiffs satisfy typicality. First, the claims and defenses of Plaintiffs and Class Members all stem from a single event: Defendant’s Data Breach. Doc. 43 ¶¶ 22–46. And Plaintiffs and Class Members all share similar claims—which also derive from the same theories (*e.g.*, negligence). *See id.* ¶¶ 173–272. Moreover, typicality is generally found in data breach class actions like this one. *See, e.g., In re Target Corp. Customer Data Sec. Breach Litig.*, 309 F.R.D. 482, 490 (D. Minn. 2015); *Beasley v. TTEC Servs. Corp.*, Civil Action No. 22-cv-00097, 2023 U.S. Dist. LEXIS 81211, at *14 (D. Colo. May 9, 2023); *Thomsen v. Morley Co., Inc.*, No. 1:22-cv-10271, 2022 U.S. Dist. LEXIS 201703, at *6 (E.D. Mich. Nov. 4, 2022); *In re Capital One Consumer Data Sec. Breach Litig.*, No. 1:19-md-2915, 2022 U.S. Dist. LEXIS 234943, at *15 (E.D. Va. Sep. 13, 2022).

4. Plaintiffs will provide fair and adequate representation.

Adequacy requires that the class representative fairly and adequately protect the class’s interests. Fed. R. Civ. P. 23(a)(4). This requirement “serves to uncover conflicts of interest between named [P]arties and the class they seek to represent.” *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 625 (1997); *see also Grissom*, 2024 U.S. Dist. LEXIS 197927, at *17 (S.D.N.Y.

Oct. 30, 2024) (“The adequacy requirements are met both because the named plaintiff’s interests are not antagonistic to those of the class and because, as discussed above, her attorneys have sufficient skill and experience to competently represent the class and have achieved a sound result.”).

Here, adequacy is met because, as discussed above, Class Representatives share common interests with the class stemming from the exact same Data Breach. Doc. 43 ¶¶ 22–46. Thus, the Class Representatives do not have any interests antagonistic to other Class Members. Joint Decl. ¶ 8. And finally, the Class Representatives have retained qualified counsel with broad experience in complex class actions and, in particular, data breach class actions. *Id.* ¶ 9. Thus, adequacy is satisfied.

C. The Proposed Settlement Class Meets the Requirements of Rule 23(b)(3).

1. Common questions of law and fact predominate.

Predominance requires that questions of law or fact common to class members must predominate over any questions affecting only individual members. Fed. R. Civ. P. 23(b)(3). The Supreme Court is clear that predominance “does *not* require” a plaintiff seeking class certification to “show that the elements of [their] claim are susceptible to classwide proof.” *Amgen Inc. v. Connecticut Ret. Plans & Tr. Funds*, 568 U.S. 455, 468 (2013) (emphasis added). Rather, predominance merely requires “that common questions ‘*predominate* over any questions affecting only individual [class] members.’” *Id.* (quoting Fed. R. Civ. P. 23(b)(3)); *see also* *Grissom*, 2024 U.S. Dist. LEXIS 197927, at *18 (S.D.N.Y. Oct. 30, 2024).

Courts recognize that predominance is readily satisfied in data breach class actions, which—by their very nature—predominately implicate many common questions. *See, e.g.,* *Thomsen*, 2022 U.S. Dist. LEXIS 201703, at *8 (E.D. Mich. Nov. 4, 2022) (finding predominance

satisfied because class members all suffered similarly from the exact same data breach); *In re Sonic Corp. Customer Data Breach Litig.*, No. 1:17-md-02807, 2020 U.S. Dist. LEXIS 204169, at *13 (N.D. Ohio Nov. 2, 2020) (same); *Kostka v. Dickey's Barbecue Rests., Inc.*, No. 3:20-cv-03424, 2022 U.S. Dist. LEXIS 188186, at *28 (N.D. Tex. Oct. 14, 2022) (same); *Hapka v. Carecentrix, Inc.*, No. 2:16-cv-02372, 2018 U.S. Dist. LEXIS 68185, at *7 (D. Kan. Feb. 15, 2018) (same).

Predominance is satisfied here because Plaintiffs and Class Members all have common questions of law and fact arising out of the same common event: the Data Breach discovered by Defendant on or about May 8, 2024. Doc. 43, ¶ 22. And as discussed *supra*, Plaintiffs alleged numerous common questions of law and fact which predominate over any individualized questions and are susceptible to common evidence. *See also* Doc. 43, ¶ 171; *Grissom*, 2024 U.S. Dist. LEXIS 197927, at *17 (S.D.N.Y. Oct. 30, 2024) (finding predominance satisfied because “[c]ommon issues predominate across the class because their harms stem from [defendant’s] treatment of class members”).

2. Class action treatment is superior to other methods.

Superiority requires that the class action must be superior to other available methods for fairly and efficiently adjudicating the controversy. Fed. R. Civ. P. 23(b)(3). Courts recognize that superiority is readily satisfied in data breach class actions “[b]ecause the data-breach issues predominate, it would be impractical for the members of the Class to individually sue the same defendant for theft of their personal information.” *Thomsen*, 2022 U.S. Dist. LEXIS 201703, at *9; *see also In re Target Corp.*, 309 F.R.D. at 490 (D. Minn. 2015) (holding that “the class action device is the superior method for resolving this dispute”); *Beasley*, 2023 U.S. Dist. LEXIS 81211, at *19 (same); *Bowdle v. King's Seafood Co., LLC*, No. SACV 21-01784, 2022 U.S. Dist. LEXIS

240383, at *13-14 (C.D. Cal. Oct. 19, 2022) (same); *Attias v. Carefirst, Inc.*, 344 F.R.D. 38, 57 (D.D.C. 2023) (same).

Superiority is satisfied here. After all, individual litigation for all Class Members—who have the same claims arising from the same Data Breach—would be highly inefficient and unnecessarily burden judicial resources. Joint Decl. ¶ 26. Moreover, the proposed Settlement will give the Parties the benefit of finality, as opposed to protracted and individualized litigation. *Id.* ¶ 23. Thus, superiority is satisfied. *Grissom*, 2024 U.S. Dist. LEXIS 197927, at *18 (S.D.N.Y. Oct. 30, 2024) (finding that “a class action is a superior method of resolving” the “common legal and factual issues”).

D. The Court Should Approve the Proposed Notice Plan.

The Court should approve the notice plan because it directs “notice in a reasonable manner” as required by Rule 23. Fed. R. Civ. P. 23(e)(1)(B). Here, class members are entitled to the “best notice that is practicable under the circumstances” of any proposed settlement before it is finally approved by the Court. Fed. R. Civ. P. 23(c)(2)(B). Notice may occur by “United States mail, electronic means, or other appropriate means.” *Id.* And notice must explain: (i) the action; (ii) how the class is defined; (iii) the class claims, issues, or defenses; (iv) that a class member may appear through an attorney; (v) that the court will exclude from the class any member who requests it; (vi) the time and manner for requesting exclusion; and (vii) the binding effect that class judgment has on members. *Id.* As such, due process requires that notice be “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” *Id.* The best practicable notice is that which “is reasonably calculated, under all of the circumstances, to apprise interested parties of the pendency of the action and afford them an

opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950).

The proposed notice plan satisfies due process. Here, the Parties have agreed that “Postcard Notice shall be disseminated via U.S. Mail to the Settlement Class’s mailing addresses, to the extent known” and that “Notice shall also be published on the Settlement Website.” S.A. ¶ 81. And both the Short Form Notice (Postcard) and Long Form Notice provide all information required by Fed. R. Civ. P. 23(c)(2)(B). *See* S.A. Exs. B, D. Thus, the proposed notice plan satisfies—and even exceeds—that which is required by due process. *Charron v. Pinnacle Group N.Y. LLC*, 874 F. Supp. 2d 179, 191 (S.D.N.Y. 2012) (collecting cases) (explaining that “[t]here are no rigid rules for determining whether a settlement notice to the class satisfies constitutional or Rule 23(e) requirements” and that “[n]otice is considered ‘adequate if it may be understood by the average class member’”).

E. The Court Should Appoint the Settlement Administrator.

The Court should appoint EAG as the Settlement Administrator. The Parties agreed upon EAG given its substantial experience in administering complex class action settlements. Joint Decl. ¶ 4.

F. The Court Should Appoint the Class Representatives.

The Court should appoint Plaintiffs Efstathios Maroulis, William Colley, Russell DeJulio, Alice Bruce, and Ildar Gaifullin as Class Representatives. Thus far, Plaintiffs adequately represented the Settlement Class by assisting in the investigation of the case, reviewing the complaints, remaining available for consultation throughout settlement negotiations, reviewing the Settlement Agreement, and answering Class Counsel’s many questions. Joint Decl. ¶ 8. Additionally, Class Counsel will request Service Awards of \$5,000.00 for each Class

Representative. *Id.* ¶ 106; *see Lowe*, 2022 U.S. Dist. LEXIS 180182, at *27 (N.D.N.Y. Sep. 30, 2022) (“A Service Award of \$5,000.00 for each Class Representative is reasonable and within the range of awards granted in this Circuit.”).

G. The Court Should Appoint Class Counsel.

When certifying a class, Rule 23 requires a court to appoint class counsel that will fairly and adequately represent the class members. Fed. R. Civ. P. 23(g)(1)(B). In making this determination, the Court considers counsel’s work in identifying or investigating potential claims; experience in handling class actions or other complex litigation and the types of claims asserted in the case; knowledge of the applicable law; and resources committed to representing the class. Fed. R. Civ. P. 23(g)(1)(A) (i–iv). As evidenced by the Joint Declaration of Counsel, the proposed Class Counsel meets these requirements. Joint Decl. ¶¶ 28–34. Thus, the Court should appoint David Lietz of Milberg Coleman Bryson Phillips Grossman PLLC and Jonathan Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C. as Class Counsel under Rule 23(g).

VI. CONCLUSION

Plaintiffs respectfully move this Court for entry of an Order: (1) granting preliminary approval of the settlement described in the “Settlement Agreement” between Plaintiffs and Christie’s Inc.; (2) preliminarily certifying the Settlement Class for purposes of Settlement; (3) appointing Plaintiffs Efstathios Maroulis, William Colley, Russell DeJulio, Alice Bruce, and Ildar Gaifullin as Class Representatives; (4) appointing David Lietz of Milberg Coleman Bryson Phillips Grossman PLLC and Jonathan Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C. as Class Counsel; (5) approving the notice plan set forth in the Settlement Agreement; (6) appointing Eisner Advisory Group, LLC as Settlement Administrator; (7) approving the form and content of the Short Form Notice (Ex. A), Long Form Notice (Ex. B), and Claim Form (Ex. C);

and (8) scheduling a Final Fairness Hearing to consider entry of a final order approving the Settlement, final certification of the Settlement Class for settlement purposes only, and the request for attorneys' fees, costs, and expenses, and Plaintiffs' service awards.

Date: December 13, 2024

Respectfully submitted,

/s/ David Lietz

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*Interim Lead Class Counsel for Plaintiffs
and the Proposed Class*

CERTIFICATE OF SERVICE

I hereby certify that on December 13, 2024, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to all counsel of record.

/s/ David Lietz

Counsel for Plaintiffs

EXHIBIT 1

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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IN RE CHRISTIE’S DATA BREACH LITIGATION Case No. 1:24-CV-4221 (JMF)

This Document Relates To: All Member Cases CLASS ACTION

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SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement” or “Agreement”),¹ dated as of November 27, 2024, is entered into between Plaintiffs Efsthios Maroulis, William Colley, Russell DeJulio, Alice Bruce, and Ildar Gaifullin, on behalf of themselves and the Settlement Class, on the one hand, and Defendant Christie’s Inc., on the other hand. The Parties hereby agree to the following terms in full settlement of the Action, as defined below, subject to a Final Approval Order entered by the Court.

I. Background

1. Defendant is an international auction house that operates in the global art and luxury market and is known for hosting live and online auctions and private sales for high-end items such as jewelry and fine art.

2. In the course of operating its business, Defendant collects, maintains, and stores certain sensitive and private information pertaining to its customers or prospective customers, including, but not limited to, full names, addresses, dates of birth, nationality information, passport numbers, and driver’s licenses or state identification numbers.

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

3. On or around May 8, 2024, Defendant discovered suspicious activity on its computer network. The investigation determined an unauthorized third party had gained access to certain systems and files on Defendant's network, and that the Private Information of some of its customers and prospective customers had been unlawfully accessed and exfiltrated (the "Data Breach").

4. Thereafter, on or around May 30, 2024, Defendant began notifying individuals who may have had their Private Information impacted in the Data Breach.

5. Commencing on June 3, 2024, the Defendant was named in the first of five putative related actions filed that have overlapping claims, seek to represent the same putative class members, and arise out of the same Data Breach.

6. The Court, recognizing the cases were related, entered consolidation orders on June 25, 2024, July 2, 2024, and July 22, 2024, consolidating the Related Actions into the first-filed action, *Maroulis v. Christie's, Inc.*, No. 1:24-cv-04221-JMF (S.D.N.Y) (thereafter "*In re Christie's Data Breach Litigation*").

7. Thereafter, on July 26, 2024, Plaintiffs filed a Motion to Appoint David Lietz and Jon Mann as Co-Lead Counsel and Raina Borrelli, Courtney Maccarone, and Jeff Ostrow to an Executive Committee. The motion was granted on July 29, 2024.

8. On August 19, 2024, Plaintiffs filed their Consolidated Class Action Complaint against the Defendant, to which the Defendant filed a motion to dismiss on September 16, 2024.

9. In response, on October 7, 2024, Plaintiffs filed their First Amended Consolidated Class Action Complaint (the "Consolidated Complaint"), to which Defendant filed a motion to dismiss on October 28, 2024.

10. In or around the beginning of October 2024, the Parties began discussing the possibility of settlement and scheduled a mediation with an experienced data breach class action mediator, Jill R. Sperber Esq., for October 30, 2024.

11. In advance of the mediation, Plaintiffs propounded informal discovery requests to learn as much as possible. Through the provision of informal discovery, Plaintiffs were able to evaluate the merits of the Defendant's position. The Parties also exchanged detailed mediation briefs outlining their positions with respect to liability, damages, and settlement-related issues.

12. The Parties engaged in mediation with Ms. Sperber on October 30, 2024, and after many hours of hard-fought negotiations, finally agreed upon the material terms of a settlement. Thereafter, on November 1, 2024, the Parties executed a Term Sheet which memorialized the material terms of the Parties' agreement.

13. On November 15, 2024, the Parties filed a Joint Notice of Classwide Settlement with the S.D.N.Y. in *In re Christie's Data Breach Litigation*.

14. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant enters into this Agreement to resolve all controversies and disputes arising out of or relating to the Data Breach and the allegations made in the Consolidated Complaint, and to avoid cost and expense of litigation, and the distractions, burden, expense, and disruption to their business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Consolidated Complaint, and disclaims and denies any fault or liability, and any charges of wrongdoing that have been or could have been asserted in the Consolidated Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action

or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims in the Consolidated Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

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

II. Definitions

15. “Action” means the consolidated cases entitled: *In re Christie’s Data Breach Litigation*, Case No. 1:24-cv-04221, filed in the United States District Court for the Southern District of New York.

16. “CAFA Notice” means the Class Action Fairness Notice which the Settlement Administrator shall serve upon the appropriate state and federal officials, providing notice of the Settlement. The Settlement Administrator shall provide a declaration in support of the Motion for Final Approval attesting that the notice was properly sent out.

17. “California Statutory Payment” means the \$100.00 (subject to *pro rata* decrease) that California Settlement Class Members may claim as an additional benefit, pursuant to Section V herein.

18. “Claim” means the submission of a Claim Form by a Claimant.

19. “Claims Deadline” shall be ninety (90) days after the Notice Commencement Date and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a

Settlement Class member to be eligible for a Cash Payment.

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

21. “Claimant” means a Settlement Class member who submits a Claim Form.

22. “Class Counsel” means: David Lietz of Milberg Coleman Bryson Phillips Grossman PLLC and Jonathan Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C.

23. “Class List” means a list of all individuals in the Settlement Class. Defendant shall prepare and provide the Class List to the Settlement Administrator for Notice using information in its records. Class List shall include the Settlement Class’s names, postal address, and telephone number (if available).

24. “Class Representatives” means Plaintiffs.

25. “Complaint” means the First Amended Consolidated Class Action Complaint filed in the Action on October 28, 2024.

26. “Court” means the United States District Court for the Southern District of New York and the Judges assigned to the Action, Judge Jesse M. Furman and Magistrate Judge Stewart D. Aaron.

27. “Credit Monitoring” means up to two years of three bureau credit monitoring Settlement Class Members may elect under Section V herein.

28. “Data Breach” means the incident that was discovered by Defendant in or about the middle of May 2024, in which an unauthorized third party gained access to certain of Settlement Class Members’ Private Information on or around May 8, 2024.

29. “Defendant” means “Christie’s Inc.”

30. “Defendant’s Counsel” means Judith A. Archer and Sean M. Topping of Norton Rose Fulbright US LLP.

31. “Documented Monetary Losses” mean actual documented out-of-pocket expenses fairly traceable to the Data Breach.

32. “Effective Date” means 5 days after the entry of the Final Approval Order, provided there are no objections to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

33. “Escrow Account” means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

34. “Final Approval” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

35. “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 for Attorneys’ Fees, Costs and Service Award.

36. “Final Approval Order” means the final order that the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded to Class Counsel.

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

38. “Motion for Attorneys’ Fees, Litigation Expenses, and Service Awards” means a motion to be filed not less than fourteen (14) days prior to the Opt-Out and Objection Deadlines, seeking Service Awards for Class Representatives and Class Counsel’s attorneys’ fees and reimbursement of reasonable litigation expenses.

39. “Motion for Final Approval” means the motion that Plaintiffs and Class Counsel shall file with the Court not later than fourteen (14) days prior to the Final Approval Hearing, seeking Final Approval of the Settlement.

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

41. “Notice” means the Postcard Notice, Long Form Notice, Settlement Website and settlement telephone line that Plaintiffs and Class Counsel will ask the Court to approve in connection with the Motion for Preliminary Approval.

42. “Notice Commencement Date” shall mean thirty (30) days after the entry of any Preliminary Approval Order.

43. “Notice Program” means the methods provided for in this Agreement for giving Notice and consists of the Postcard Notice, Long Form Notice, Settlement Website and Settlement telephone line.

44. “Notice of Deficiency” means the notice sent by the Settlement Administrator to a Settlement Class member who has submitted an invalid Claim.

45. “Objection Deadline” means sixty (60) days after the Notice Commencement

Deadline.

46. “Opt-Out Deadline” means sixty (60) days after the Notice Commencement

Deadline.

47. “Party” means each of the Plaintiffs and the Defendant, and “Parties” means Plaintiffs and Defendant collectively.

48. “Plaintiffs” means Efstathios Maroulis, William Colley, Russell DeJulio, Alice Bruce, and Ildar Gaifullin.

49. “Postcard Notice” means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit C*, that the Settlement Administrator shall disseminate to the Settlement Class by mail.

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

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

52. “Private Information” means Settlement Class members’ information that may have been accessible in the Data Security Incident, which may include full names, dates of birth, addresses, birthplaces, sex, nationality, document numbers, passport numbers, full Machine Readable Zone (“MRZ”) numbers (the machine-readable code at the bottom of the identity page at the beginning of a passport, IDs, and visas), issuing authority, issue dates, expiration dates, and Driver’s License Numbers.

53. “Pro Rata Cash Payment” means an estimated \$100 cash payment to all Settlement Class Members making a valid claim, that will be adjusted upwards or downwards based upon the

number of valid claims filed.

54. “Related Actions” means the four actions (*Colley v. Christie’s, Inc.*, No. 1:24-cv-04386-JMF (S.D.N.Y); *DeJulio v. Christie’s, Inc.*, No. 1:24-cv-04604-JMF; *Bruce v. Christie’s, Inc.*, No. 1:24-cv-04748-JMF (S.D.N.Y); *Gaifullin v. Christie’s, Inc.*, No. 1:24-cv-04621-JMF (S.D.N.Y)), filed in the District Court of the United States for the Southern District of New York that were consolidated into the first filed action *Maroulis v. Christie’s Inc.*, Case No. 1:24-cv-04221 (S.D.N.Y).

55. “Releases” means the releases and waiver set forth in Section XIII of this Agreement.

56. “Released Claims” means the claims described in Section XIII of this Agreement.

57. “Released Parties” means Defendant, 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 and/or vendors, subrogees, trustees, executors, administrators, clients, customers, data owners, associated third parties, predecessors, successors and assigns, and any other person acting on Defendant’s behalf, in their capacity as such. It is understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

58. “Releasing Parties” means (i) Plaintiffs and all Settlement Class Members, (ii) each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the

entireties, agents, attorneys, (iii) any entities in which a Plaintiff and/or other participating Settlement Class Member has or had a controlling interest or that has or had a controlling interest in him or her, (iv) any other person or entity (including any governmental entity) claiming 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 (v) 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 (i)-(iv).

59. “Service Awards” shall mean the payment the Court may award the Plaintiffs for serving as Class Representatives.

60. “Settlement Administrator” means Eisner Advisory Group, LLC or “EAG.”

61. “Settlement Administration Costs” means all costs and fees of the Settlement Administrator regarding Notice and settlement administration.

62. “Settlement Class” means all persons residing in the United States whose Private Information was compromised as a result of the Data Breach and who were sent notice of the Data Breach. Excluded from the Settlement Class are (a) all persons who are governing board members of the Defendant; (b) governmental entities; and (c) the Court, the Court’s immediate family, and Court staff.

63. “Settlement Class Member” means any member of the Settlement Class who has not opted out of the Settlement.

64. “Settlement Fund” means the non-reversionary \$990,000.00 all cash fund that

Defendant has agreed to pay or cause to be paid under the terms of the Settlement.

65. “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 this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Motion for Attorneys’ Fees, Litigation Expenses and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for six months after Final Approval.

66. “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 and postmarked by the Claims Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claims Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator’s Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Settlement Fund

67. Within 30 days of Preliminary Approval, Defendant shall deposit \$990,000.00 in cash into the Escrow Account to establish the Settlement Fund. Once the Settlement Fund is fully funded, Defendant shall not be required to pay any more money under this Settlement.

68. The Settlement Fund shall be used to pay: (1) Settlement Class Member Benefits to those Settlement Class Members who submit a Valid Claim; (2) any Service Awards awarded to Class Representatives; (3) any attorneys' fees and litigation expenses awarded to Class Counsel; and (4) all Settlement Administration Costs, including the cost of CAFA notice.

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

IV. Certification of the Settlement Class

70. Plaintiffs shall propose and recommend to the Court that the Settlement Class be certified for Settlement purposes only. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this Action shall proceed as a settlement class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not

reference this Agreement or any negotiations leading to this Agreement in support of any subsequent motion for class certification of any class in the Action.

V. Settlement Consideration

71. When submitting a Claim, Settlement Class Members may elect to receive both Documented Monetary Losses and a Pro Rata Cash Payment. Additionally, Settlement Class Members may also elect to receive Credit Monitoring and Identity Theft Restoration Services. Settlement Class Members who are California residents may elect to receive a separate California Statutory Award. If a Settlement Class Member does not submit a Valid Claim or elects to opt-out, the Settlement Class Member will release his or her claims against Defendant without receiving a Settlement Class Member Benefit.

a. Documented Monetary Losses.

Settlement Class Members may submit a Claim for a cash payment under this section for up to \$10,000.00 per Settlement Class Member upon presentment of documented losses related to the Data Breach. To receive a payment for Documented Monetary Losses, a Settlement Class Member must attest that the losses or expenses were incurred as a result of the Data Breach. Settlement Class Members will be required to submit reasonable documentation supporting the losses. Documented Monetary Losses may include; (i) out of pocket credit monitoring costs that were incurred on or after May 8, 2024, through the date of 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. This list of reimbursable documented out-of-pocket expenses is not meant to be exhaustive, rather it is exemplary. Settlement Class Members may make claims for any documented unreimbursed out-of-pocket losses reasonably related to the Data Breach or to mitigating the effects of the Data Breach. Settlement Class Members shall not

be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be treated as if he or she elected a Pro Rata Cash Payment only.

b. Pro Rata Cash Payment

In addition to or instead of Documented Monetary Losses, a Settlement Class Member may claim a pro rata cash payment in the estimated amount of \$100.00. The payments shall be calculated by dividing remaining funds in the Settlement Fund, after payment of Settlement Administration Fees, Attorneys' Fees Costs and Expenses, Credit Monitoring and Identity Restoration Services, and Documented Monetary Losses, by the number of eligible claims. The Pro Rata Cash Payments will be adjusted upwards or downwards based upon the number of valid claims filed.

c. California Statutory Payment

Settlement Class Members who were residents of California from May 8, 2024, to the end of the claims period ("California Settlement Class Members") can submit a claim for payment of up to \$100.00 for their potential statutory claims under the California Consumer Privacy Act ("California Statutory Payment"). The California Statutory Payment is an additional settlement benefit made available to California Settlement Class Members that is in addition to reimbursement of claims for Documented Monetary Losses and a Settlement Class Member's selection of a Pro Rata Cash Payment. California Statutory Payments are subject to a *pro rata*

decrease based on the amount remaining in the Settlement Fund following payment of the Fee Award and Expenses, Administration and Notice Costs, CAFA Notice, and claims for Reimbursement of Documented Monetary Losses.

d. Credit Monitoring

In addition to electing any of the other benefits, Settlement Class Members may claim two years of three-bureau Credit Monitoring that will provide the following benefits: three-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000, and fully managed identity recovery services.

72. ***Pro Rata Adjustments on Cash Payments*** - Settlement Class Cash Payments will be subject to a *pro rata* increase from the Settlement Fund in the event the amount of Valid Claims is insufficient to exhaust the entire Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payments may be reduced *pro rata* accordingly. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Settlement Fund first for payment of Documented Monetary Losses, then for Credit Monitoring, then for California Statutory Payments before making any Pro Rata Cash Payments. California Statutory Payments shall be made in full (*i.e.*, \$100 per Class Settlement Member making a valid claim) and reduced *pro rata* only where payment of Documented Monetary Losses, Credit Monitoring, California Statutory Payments would exhaust the Settlement Fund. If Documented Monetary Losses, Credit Monitoring, and California Statutory Payments, when paid in full, do not exhaust the Settlement Fund, remaining funds shall be distributed as Pro Rata Cash Payments to Class Settlement Members making a valid claim in accordance with procedures set forth herein. Any *pro rata* increases or decreases to Pro Rata Cash Payments will be on an equal percentage basis.

73. **Contractual Business Practice Commitments** – Defendant agrees to adopt and implement (to the extent not already done) at least the following data security measures or equivalent for a period of three years following the Effective Date: (a) **Review of Policies and Procedures** – Defendant will periodically review and revise its policies and procedures addressing data security as reasonably necessary; (b) **Vulnerability Assessment** – Defendant will agree to implement automated vulnerability scanning tools that cover its systems and will set policies for prompt remediation; (c) **Firewall Implementation** – Defendant agrees to enhance existing firewall protections; (d) **Remote Access** – Defendant agrees to enhance existing multi-factor authentication processes for remote access. Defendant will have access to features to alert it of unsuccessful administrative account logins; (e) **Implement Password Policies** – Defendant will agree to verify that all default passwords are changed to follow password policies that comply with best practices; and (f) **Employee Education and Training** – Defendant will maintain a program to educate and train its employees on the importance of the privacy and security of Private Information.

Defendant shall provide Plaintiff’s Counsel with a confidential declaration or affidavit, suitable for filing under seal with the Court, attesting that agreed upon security-related measures have been implemented on or before and up to the date of the Preliminary Approval Order. Costs associated with these security-related measures (a/k/a “injunctive relief”) shall be paid by Defendant separate and apart from other settlement benefits.

VI. Settlement Approval

74. Upon execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Approval, after review and input by Defendant. The proposed Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form

agreed to by Class Counsel and Defendant.

75. The Motion for Preliminary Approval shall, among other things, request that the Court: (1) preliminarily approve the terms of the Settlement as being within a range that is fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim process; (5) approve the procedures for individuals in the Settlement Class to opt-out of or object to the Settlement; (6) stay the Action and Related Actions pending Final Approval of the Settlement; and (7) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and Defendant's Counsel.

VII. Settlement Administrator

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

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

78. The Settlement Administrator's duties include to:

- a. Complete the Court-approved Notice Program by noticing the Settlement

Class by Postcard Notice, sending Long Form Notices and paper Claim Forms on request from individuals in the Settlement Class, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;

b. Establish and maintain the Settlement Fund in the Escrow Account approved by the Parties;

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

d. Establish and maintain the Settlement Website to provide important information about the Settlement and allow electronic submission of Claim Forms;

e. Establish and maintain an automated toll-free telephone line for the Settlement Class to call with Settlement-related inquiries, and answer frequently asked questions of individuals in the Settlement Class who call with or otherwise communicate such inquiries;

f. Respond to any mailed Settlement Class member inquiries;

g. Process all opt-out requests from the Settlement Class;

h. Provide weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, 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. In advance of the Final Approval Hearing, prepare 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 Class

who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

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

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

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

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

n. Any other Settlement Administration function at the instruction of Class Counsel and Defendant's Counsel, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments have been properly distributed.

79. The Notice Program and Notices will be reviewed and approved by the Settlement Administrator, but may be revised as agreed upon by the Parties prior to submission to the Court for approval. Immaterial revisions to the Notices may also be made prior to dissemination of Notice.

VIII. Notice to the Settlement Class

80. Defendant will coordinate to make available to the Settlement Administrator the Class List no later than 10 days after entry of the Preliminary Approval Order.

81. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice

approved by the Court. Postcard Notice shall be disseminated via U.S. Mail to the Settlement Class's mailing addresses, to the extent known. Notice shall also be published on the Settlement Website.

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

83. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

84. The Long Form Notice also shall include a procedure for individuals in the Settlement Class to opt-out of the Settlement; and the Postcard Notice shall direct individuals in the Settlement Class to review the Long Form Notice to obtain the opt-out instructions. Individuals

in the Settlement Class may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class member and contain the name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class.

85. Settlement Class Members cannot opt out by telephone or by email. “Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple Settlement Class Members, where an opt out has not been signed by each and every individual Settlement Class Member, will not be allowed.

86. Any individual in the Settlement Class 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.

87. The Long Form Notice also shall include a procedure for the Settlement Class to object to the Settlement and/or Application for Attorneys’ Fees, Costs, and Service Awards, and the Postcard Notice shall direct the Settlement Class to review the Long Form Notice to obtain the objection instructions. Objections must be mailed to the Settlement Administrator or filed with the Court. For an objection to be considered by the Court, the objection must be submitted by the Objection Deadline, 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.

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

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. The case name and case number, *In re Christie's Data Breach Litigation*, Case No. 24-cv-4221 (JMF);
- c. Documentation sufficient to establish membership in the Settlement Class, such as a copy of the Postcard Notice you received;
- d. A statement of the position(s) you wish to assert, including the factual and legal grounds for the position(s);
- e. Copies of any other documents that you wish to submit in support of your position;
- f. Whether you intend to appear at the Final Approval Hearing;
- g. Whether you are represented by a lawyer and, if so, the name, address, and telephone number of your lawyer, and
- h. Your signature (a lawyer's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

89. The Settlement Administrator shall perform reasonable address traces for those Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 45 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class members whose new addresses were identified as of that time through address traces.

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

IX. Claim Form Process and Disbursement of Cash Payments

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

92. 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.

93. 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.

94. 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.

95. 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.

96. 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. No notice of rejection will be sent to any person who submitted a Claim Form deemed to be fraudulent, or to any person submitting a Claim Form who is determined to not be a member of this closed Settlement Class. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the

Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

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

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

98. The Settlement Administrator's reduction or denial of a Claim shall be in accordance with the following:

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication.
- b. The Settlement Administrator may request additional information from the Settlement Class Member in support of a Claim via sending Notice of Deficiency. A request for

additional information shall not be considered a denial for purposes of this paragraph.

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

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

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

101. The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than 45 days after the Effective Date.

102. Cash Payments to Settlement Class Members will be made electronically or by paper check. Settlement Class Members who provide incorrect or incomplete electronic payment information, or who do not redeem their electronic payment, shall receive a paper check in the mail. Settlement Class Members receiving payment by check shall have 90 days to negotiate the check.

103. The Settlement Administrator will send an email to Settlement Class Members with Valid Claims that elected Credit Monitoring with information on how to enroll in the program, including the activation code.

X. Final Approval Order and Final Judgment

104. Plaintiffs shall file their Motion for Final Approval of the Settlement no later than 14 days before the original date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in the Agreement.

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

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting 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;
- e. Release Defendant and the Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties

to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

XI. Service Awards, Attorneys' Fees and Costs

106. Service Awards. In recognition of the time and effort the Class Representatives expended in pursuing this Action and in fulfilling their obligations and responsibilities as Class Representatives, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for the Class Representatives in the amount not to exceed \$5,000.00 each. If approved, the Service Awards shall be paid by the Effective Date by the Settlement Administrator out of the Settlement Fund. The Service Award payments to the Class Representatives shall be separate and apart from their entitlement to benefits from the Settlement Fund.

107. Attorneys' Fees and Costs. Not less than fourteen (14) days prior to the Opt-Out and Objection Deadlines, Class Counsel shall apply to the Court for an award of attorneys' fees of up to one-third (approximately 33.33%) of the Settlement Fund, plus reimbursement of reasonable litigation expenses. The attorneys' fees and litigation expenses awards approved by the Court shall be paid within seven (7) days after the Effective Date by the Settlement Administrator out of the Settlement Fund, by wire transfer to an account designated by Class Counsel.

108. This Settlement is not contingent on approval of the request for attorneys' fees and costs or 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 and the Service Awards were not negotiated until after all material terms of the Settlement.

XII. Disposition of Residual Funds

109. The Settlement is designed to exhaust the Settlement Fund. In the event there are funds remaining from uncashed checks in the Settlement Fund within 45 days following the 180-day check negotiation period, all remaining funds shall be distributed *pro rata* to Settlement Class Members who submitted Valid Claims for Cash Payments (provided they will receive a minimum payment of \$5.00), and thereafter to an appropriate mutually agreeable *cy pres* recipient to be approved by the Court.

XIII. Releases

110. As of the Effective Date, the Releasing Parties shall automatically be deemed to have fully, finally, and irrevocably released and forever discharged the Released Parties of, and shall be forever barred from instituting, maintaining, or prosecuting, any and all liabilities, rights, claims, actions, causes of action, demands, damages, judgments, costs, attorneys' fees, losses and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to (a) the Data Breach or Defendants response to the Data Breach; (b) the Action or Related Action; or (c) any of the alleged violations of laws or regulations cited or that could have been asserted in the Complaint.

111. 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.

112. Individuals in the Settlement Class who opt-out of the Settlement prior to the Opt-

Out Deadline do not release their individual claims and will not obtain any benefits under the Settlement.

113. 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 Defendant 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, 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.

114. 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 the Released Claims and 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 Action 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.

115. 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, including in any federal, state, or local court or tribunal.

XIV. Termination of Settlement

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

- a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

117. If any of the conditions specified in the preceding paragraph are not met, then this Agreement may be cancelled and terminated.

118. Defendant shall have the option to terminate this Agreement if more than 3% of the Settlement Class opt-out of the Settlement. Defendant shall notify Class Counsel and the Court of its or their intent to terminate this Agreement pursuant to this paragraph within 10 days after the end of the Opt-Out Period, or the option to terminate shall be considered waived.

119. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action 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 Action and all papers filed. 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*.

120. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendant. However, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid by or on behalf of Defendant. After payment of any Settlement Administration Costs that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall return the balance of the Settlement Fund to Defendant within 21 days of termination.

XV. Effect of Termination

121. The grounds upon which this Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Agreement shall be considered null and void; all of

Plaintiffs', Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

122. In the event 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 Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XVI. No Admission of Liability

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

124. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and

time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

125. 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.

126. 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 Class, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

127. In addition to any other defenses Defendant 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. Miscellaneous Provisions

128. 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 others whenever the context so indicates.

129. 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.

130. 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.

131. 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.

132. 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.

133. 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.

134. 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 New York, without regard to the principles thereof regarding choice of law.

135. 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.

136. 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.

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

If to Plaintiffs or Class Counsel:

Jonathan Mann
Pittman, Dutton, Hellums
Bradley & Mann, P.C.
2001 Park Place, Ste. 1100
Birmingham, AL 35203
jonm@pittmandutton.com

David Lietz
Milberg Coleman Bryson Phillips Grossman PLLC
5335 Wisconsin Ave. NW, Ste. 440
Washington, D.C. 20015
dlietz@milberg.com

If to Defendant or Defendant's Counsel:

Judith A. Archer
Sean M. Topping
Norton Rose Fulbright US LLP
1301 Avenue of the Americas
New York, NY 10019
judith.archer@nortonrosefulbright.com
sean.topping@nortonrosefulbright.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.

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

139. 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.

140. Authority. Class Counsel (for Plaintiffs and the Settlement Class), and Defendant's Counsel (for Defendant), represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant 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.

141. Agreement Mutually Prepared. Neither Plaintiffs nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case

law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

142. Independent Investigation and Decision to Settle. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they 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 this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

143. 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.

Signature Pages to Follow

PLAINTIFFS



EFSTATHIOS MAROULIS

WILLIAM COLLEY

RUSSELL DEJULIO

ALICE BRUCE

ILDAR GAIFULLIN

CLASS COUNSEL

JONATHAN MANN
PITTMAN, DUTTON, HELLUMS,
BRADLEY & MANN, P.C.

DAVID LIETZ
MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN PLLC

PLAINTIFFS

EFSTATHIOS MAROULIS

William Colley

WILLIAM COLLEY

RUSSELL DEJULIO

ALICE BRUCE

ILDAR GAIFULLIN

CLASS COUNSEL

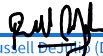
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PHILLIPS GROSSMAN PLLC

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WILLIAM COLLEY


Russell DeJulio (Dec 2, 2024 17:00 EST)

RUSSELL DEJULIO

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WILLIAM COLLEY

RUSSELL DEJULIO


alice bruce (Dec 7, 2024 10:54 EST)
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ILDAR GAIFULLIN

CLASS COUNSEL

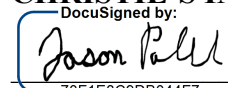


JONATHAN MANN
PITTMAN, DUTTON, HELLUMS,
BRADLEY & MANN, P.C.



DAVID LIETZ
MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN PLLC

CHRISTIE'S INC.

DocuSigned by:


JASON POLLACK

SENIOR VICE PRESIDENT - GENERAL COUNSEL, AMERICAS

CHRISTIE INC.'S COUNSEL

JUDITH A. ARCHER

NORTON ROSE FULBRIGHT US LLP

CHRISTIE'S INC.

JASON POLLACK
SENIOR VICE PRESIDENT - GENERAL COUNSEL, AMERICAS

A handwritten signature in blue ink, appearing to read "Judith A. Archer", with a long horizontal flourish extending to the right.

JUDITH A. ARCHER
NORTON ROSE FULBRIGHT US LLP

Exhibit A

**Must be postmarked or
submitted online NO
LATER THAN
[deadline]**

CHRISTIE'S SETTLEMENT
ADMINISTRATOR
P.O. BOX XXXX
CITY, ST XXXXX-XXXX
www.XXXXXXXXXXXXXXXXXX.com

IN RE CHRISTIE'S DATA BREACH LITIGATION CLAIM FORM

SETTLEMENT BENEFITS – WHAT YOU MAY GET

You may submit a claim form if you are an individual residing in the United States whose Private Information was compromised as a result of the Data Breach and who were sent notice of the Data Breach that occurred in May 2024.

The easiest way to submit a claim is online at www.XXXXXXXXXXXXXX.com, or you can complete and mail this claim form to the mailing address above.

You may submit a claim for one or more of these benefits:

(1) Pro Rata Cash Payment:

(2) You may elect to receive a Pro Rata Cash Payment. The payments shall be calculated by dividing remaining funds in the Settlement Fund, after payment of Settlement Administration Fees, Attorneys' Fees Costs and Expenses, Credit Monitoring and Identity Restoration Services, and Documented Monetary Losses, by the number of eligible claims. The pro rata cash payment is estimated to be \$100, but will be adjusted upwards or downwards based upon the number of valid claims filed. Settlement Class Members may claim both Reimbursement for Documented Monetary Losses and a Pro Rata Cash Payment. **Reimbursement for Documented Monetary Losses:**

All Settlement Class Members who timely submit a Valid Claim are eligible for up to a total of \$10,000.00 per person for actual documented monetary losses fairly traceable to the Data Breach incurred by a Settlement Class Member between May 8, 2024, and the Claims Deadline.

You must submit documentation supporting your Claim Form for Documented Monetary Losses, which may include but are not limited to (i) out-of-pocket credit monitoring costs that were incurred on or after May 8, 2024 through the date of 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. Settlement Class Members may make claims for any documented unreimbursed out-of-pocket losses reasonably related to the Data Breach or to mitigating the effects of the Data Breach.

Documentation supporting your losses can include receipts or other documentation that show the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation.

(3) California Statutory Payments:

Settlement Class Members who were residents of California from May 8, 2024, to the end of the claims period ("California Settlement Class Members") can submit a claim for payment of up to \$100.00 for their potential statutory claims under the California Consumer Privacy Act ("California Statutory

Payment”). The California Statutory Payment is an additional settlement benefit made available to California Settlement Class Members that is in addition to reimbursement of claims for Documented Monetary Losses and a Settlement Class Member’s selection of a Pro Rata Cash Payment.

(4) Credit Monitoring and Identity Theft Restoration Services:

In addition to selecting a Pro Rata Cash Payment, compensation for Documented Monetary Losses, and/or a California Statutory Payment (if eligible), you may elect to receive two (2) years of free three-bureau credit monitoring and Identity Restoration Services with at least \$1 million of fraud/identity theft insurance.

(5) Business Practice Commitments:

Although Christie’s denies any wrongdoing or liability, Plaintiffs have received confidential assurances that the Christie’s has already and is continuously implementing additional security enhancements including defensive tools and increased monitoring. Christie’s has committed to maintain its additional security measures for a period of 3 years following the effective date of this Settlement.

Claims must be submitted online or mailed by [deadline]. Use the address at the top of this form to mail your Claim Form.

Please note: the settlement administrator may contact you to request additional documents to process your claim. Your [benefit language] may decrease depending on the number of claims filed.

For more information and complete instructions visit [website].

Please note that Settlement benefits will be distributed after the Settlement is approved by the Court and becomes final.

Your Information

1. NAME (REQUIRED):

First Name	MI	Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

2. MAILING ADDRESS (REQUIRED):

Street Address		
<input type="text"/>		
Apt. No.		
<input type="text"/>		
City	State	ZIP Code
<input type="text"/>	<input type="text"/>	<input type="text"/>

3. PHONE NUMBER:

<input type="text"/>	-	<input type="text"/>	-	<input type="text"/>
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4. EMAIL ADDRESS:

<input type="text"/>

5. UNIQUE ID:

<input type="text"/>

Pro Rata Cash Payment:

Payments may be made by electronic payment or by paper check. In the event that the total amount of Valid Claims exceeds the total amount of the Settlement Fund (\$990,000.00), the value of the Pro Rata Cash Payments to each Settlement Class Member who submitted a Valid Claim will be reduced on a pro rata basis (a legal term meaning equal share), so that the total value of the Pro Rata Cash Payments for all Valid Claims does not exceed the Settlement Fund (after payment of all approved Documented Monetary Loss Claims, Settlement Administration costs, Service Awards, and Plaintiffs' Counsel's Fees and Expenses).

I wish to receive a Pro Rata Cash Payment, currently estimated to be \$100.

Reimbursement for Documented Monetary Losses:

You can receive reimbursement for up to a total \$10,000.00 per person for documented out-of-pocket expenses fairly traceable to the Data Breach incurred by a Settlement Class Member between May 8, 2024, and the Claims Deadline.

You must submit documentation supporting your Claim Form for Documented Monetary Losses, which may include but is not limited to, unreimbursed costs, expenses or charges incurred addressing or remedying identity theft, fraud or misuse of Personal Information and/or other issues reasonably traceable to the Data Breach.

Documentation supporting your losses can include receipts or other documentation that show the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation.

Expense Type and Examples of Documents	Approximate Amount of Expense and Date	Description of Expense or Money Spent and Supporting Documents (Identify what you are attaching, and why it's related to the Data Breach)
Out-of-pocket credit monitoring costs that were incurred on or after May 8, 2024 through the date of claim submission		
Unreimbursed bank fees, long distance phone charges, postage, or gasoline for local travel.		
Professional fees incurred to address identity theft or fraud, such as falsified tax returns, account fraud, and/or identity theft.		<hr/> <hr/> <hr/>

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

<p>Other losses or costs resulting from identity theft or fraud (provide detailed description) <i>Please provide a detailed description or a separate document submitted with this Claim Form.</i></p>		<hr/> <hr/> <hr/>
<p>Professional fees including attorneys' and accountants' fees, and fees for credit repair services.</p>		<hr/> <hr/>

I attest that the losses or expenses claimed were incurred as a result of the Data Breach.

Credit Monitoring and Identity Theft Restoration Services:

You may choose to elect to receive two (2) years of free three-bureau credit monitoring.

I wish to receive two (2) years of free three-bureau credit monitoring. *(Please include your email address and mailing address on my information page.)*

Payment Selection

Please select one of the following payment options, which will be used should you be eligible to receive a settlement payment:

Venmo – Enter the mobile number associated with your Venmo account:

--	--	--	--	--	--	--	--	--	--

Zelle – Enter the mobile number associated with your Zelle account:

--	--	--	--	--	--	--	--	--	--

Physical Check - Payment will be mailed to the address provided above.

Signature

I affirm under the laws of the United States that the information I have supplied in this claim form and any copies of documents that I am sending to support my claim are true and correct to the best of my knowledge.

I understand that I may be asked to provide more information by the Settlement Administrator before my claim is complete.

Print Name

Signature

Date

Exhibit B

In re Christie's Data Breach Litigation., Case No. 24-cv-4221 (JMF)

United States District Court for the Southern District of New York

If you are a U.S. resident whose Private Information was compromised as a result of the Christie's Data Breach and who were sent notice of the Data Breach that occurred in May 2024, you may be entitled to benefits from a class action settlement.

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

- A \$990,000 settlement has been reached in a class action lawsuit against Christies, Inc. (“Defendant”) arising out of a data incident Defendant experienced in May 2024, by an unauthorized third party (“Data Breach”).
- You are part of the Settlement Class if you are an individual residing in the United States whose Private Information was compromised as a result of the Data Breach and who were sent notice of the Data Breach that occurred in May 2024.
- Under the terms of the Settlement, Settlement Class Members who submit timely Valid Claims may be able to recover the following benefits:
 - **Documented Monetary Losses:** With supporting documentation showing you incurred losses as a result of the Data Breach, you may be eligible for reimbursement up to \$10,000.00.

AND

- **Pro Rata Cash Payment:** You may elect to receive a Pro Rata Cash Payment, currently estimated to be \$100. The amount of the Pro Rata Cash Payment may increase or decrease on a *pro rata* (a legal term meaning equal share) basis after funds from the Settlement have been used to pay Class Counsel’s Fees and Expenses, Service Awards, settlement administration costs, Documented Monetary Losses and credit monitoring expenses.

AND

- **Credit Monitoring and Identity Theft Restoration Services:** In addition to receiving reimbursement for Documented Monetary Losses and/or a cash payment, you may elect to receive two (2) years of free 3-bureau credit monitoring services, with at least \$1 million of fraud/identity theft insurance.
- **California Statutory Payments:** In addition to any or all of the benefits above, Settlement Class Members who were residents of California from May 8, 2024, to the end of the claims period (“California Settlement Class Members”) can submit a claim for payment of up to \$100.00 for their potential statutory claims under the California Consumer Privacy Act (“California Statutory Payment”). The California Statutory Payment is an additional settlement benefit made available to California Settlement Class Members that is in addition to reimbursement of claims for Documented Monetary Losses and a Settlement Class Member’s selection of a Pro Rata Cash Payment.
- **Business Practice Commitments:** Although Defendant denies any wrongdoing or liability, Plaintiffs have received confidential assurances that the Defendant has already and is continuously implementing additional security enhancements including defensive tools and increased monitoring. Defendant has committed to maintain its additional security measures for a period of 3 years following the effective date of this Settlement.

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

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

Your Legal Rights and Options		Deadline
SUBMIT A CLAIM FORM	The only way to get Settlement benefits is to submit a Valid Claim.	Submitted online or Postmarked by MONTH DD, 20YY
OPT OUT OF THE SETTLEMENT	Get no Settlement benefits. Keep your right to file your own lawsuit against Defendant about the legal claims in this lawsuit.	Postmarked by MONTH DD, 20YY
OBJECT TO THE SETTLEMENT	Stay in the Settlement, but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Postmarked by MONTH DD, 20YY
DO NOTHING	Get no Settlement benefits. Be bound by the Settlement.	

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court must still decide whether to approve the Settlement. There will be no Settlement benefits unless the Court approves the Settlement, and it becomes final.

BASIC INFORMATION

1. Why is this Notice being provided?

A Court authorized this notice because you have the right to know about the proposed Settlement of this class action lawsuit and all of your rights and options before the Court decides to grant Final Approval of the Settlement. This notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Honorable Jesse M. Furman of the United States District Court for the Southern District of New York is overseeing this class action. The lawsuit is known as *In re Christie’s Data Breach Litigation.*, Case No. 24-cv-4221 (JMF) (“Action”). The persons who filed this Action are called the “Plaintiffs” and/or “Class Representatives” and the company sued, Christie’s, Inc., is called the “Defendant.”

2. What is this Action about?

Plaintiffs filed this lawsuit against Defendant. Plaintiffs allege that in May 2024, an unauthorized third party accessed Defendant’s computer network copied certain files from Defendant’s network containing Private Information (“PI”) including full names, dates of birth, addresses, birthplaces, sex, nationality, document numbers, passport numbers, full Machine Readable Zone (“MRZ”) numbers (the machine-readable code at the bottom of the identity page at the beginning of a passport, IDs, and visas), issuing authority, issue dates, expiration dates, and Driver’s License Numbers.

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

Plaintiffs brought this lawsuit against Defendant alleging legal claims for negligence, breach of implied contract, unjust enrichment, declaratory judgment, negligence per se, violation of the Florida Deceptive and Unfair Trade Practices Act, and Wantonness.

Defendant denies these allegations and denies any wrongdoing or liability. The Court has not decided who is right. Instead, Plaintiffs and Defendant have agreed to a settlement to avoid the risk, cost, and time of continuing the Action.

3. Why is the Action a class action?

In a class action, one or more people (called plaintiff(s) or class representative(s)) sue on behalf of all people who have similar legal claims. Together, all these people are called a “class” or “class members.” If the plaintiffs and defendant reach a settlement, the court resolves the issues for all class members via the settlement, except for those class members who timely opt out (exclude themselves) from the settlement.

The proposed Class Representatives in this lawsuit are Plaintiffs Efstathios Maroulis, William Colley, Russell DeJulio, Alice Bruce, and Ildar Gaifullin.

4. Why is there a Settlement?

Plaintiffs and Defendant do not agree about the legal claims made in the Action. The Action has not gone to trial, and the Court has not decided in favor of Plaintiffs or Defendant. Instead, Plaintiffs and Defendant have agreed to settle the Action. The Class Representatives believe the Settlement is best for all individuals in the Settlement Class because of the benefits available to the Settlement Class and the risks and uncertainty associated with continuing the Action.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are part of the **Settlement Class** if you are an individual residing in the United States whose Private Information was compromised as a result of the Christie’s Data Breach and who were sent notice of the Data Breach that occurred in May 2024. There are approximately 45,798 Settlement Class members.

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

Yes. Excluded from the Settlement Class are (a) all persons who are governing board members of the Defendant; (b) governmental entities; and (c) the Court, the Court’s immediate family, and Court staff.

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

If you are still not sure whether you are a Settlement Class member, you may go to the Settlement Website at www.XXXXXXXXXXX.com or call the Settlement Administrator’s toll-free telephone number at 1-XXX-XXX-XXXX.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

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

8. What does the Settlement provide?

If you are a Settlement Class Member and you timely submit a Valid Claim, you may be eligible for the following Settlement benefits:

(1) Pro Rata Cash Payments:

You may elect to receive a Pro Rata Cash Payment. The payments shall be calculated by dividing remaining funds in the Settlement Fund, after payment of Settlement Administration Fees, Attorneys' Fees Costs and Expenses, Credit Monitoring and Identity Restoration Services, and Documented Monetary Losses, by the number of eligible claims. The pro rata cash payment is estimated to be \$100, but will be adjusted upwards or downwards based upon the number of valid claims filed.

AND

(2) Reimbursement for Documented Monetary Losses:

All Settlement Class Members who timely submit a Valid Claim are eligible for up to a total of \$10,000.00 per person for actual documented monetary losses fairly traceable to the Data Breach incurred by a Settlement Class Member between May 8, 2024, and the Claims Deadline.

You must submit documentation supporting your Claim Form for Documented Monetary Losses, which may include but are not limited to (i) out-of-pocket credit monitoring costs that were incurred on or after May 8, 2024 through the date of 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. Settlement Class Members may make claims for any documented unreimbursed out-of-pocket losses reasonably related to the Data Breach or to mitigating the effects of the Data Breach.

Documentation supporting your losses can include receipts or other documentation that show the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation.

AND

(3) Credit Monitoring and Identity Theft Restoration Services:

In addition to selecting a Pro Rata Cash Payment, compensation for Documented Monetary Losses, and/or a California Statutory Payment (if eligible), you may elect to receive two (2) years of free three-bureau credit monitoring and Identity Restoration Services with at least \$1 million of fraud/identity theft insurance.

(4) California Statutory Payments:

Settlement Class Members who were residents of California from May 8, 2024, to the end of the claims period ("California Settlement Class Members") can submit a claim for payment of up to \$100.00 for their potential statutory claims under the California Consumer Privacy Act ("California Statutory Payment"). The California Statutory Payment is an additional settlement benefit made available to California Settlement Class Members that is in addition to reimbursement of claims for Documented Monetary Losses and a Settlement Class Member's selection of a Pro Rata Cash Payment.

(5) Business Practice Commitments:

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

Although Defendant denies any wrongdoing or liability, Plaintiffs have received confidential assurances that the Defendant has already and is continuously implementing additional security enhancements including defensive tools and increased monitoring. Defendant has committed to maintain its additional security measures for a period of 3 years following the effective date of this Settlement.

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

Unless you opt out of the Settlement, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties, including Defendant, about the legal issues in this lawsuit that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

10. What are the Released Claims?

The Settlement Agreement in Section XIII describes the Released Claims and the Release, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.XXXXXXXXXX.com or in the public Court records on file in this lawsuit. For questions regarding the Release or Released Claims and what the language in the Settlement Agreement means, you can also contact Class Counsel listed in Question 15 for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I make a Claim for Settlement benefits?

To receive any of the benefits described in Question 8, you must submit a Valid Claim, **postmarked** or submitted online by **MONTH DD, 20YY**. Claim Forms may be submitted online at www.XXXXXXXXXXXXXX.com or printed from the Settlement Website and mailed to the Settlement Administrator at the address on the Claim Form. The quickest way to submit a Claim is online. Claim Forms are also available by calling 1-XXX-XXX-XXXX or by writing to:

Christie’s Settlement Administrator
PO Box XXXX
City, ST XXXXX-XXXX

Claim Forms must be submitted online or by mail postmarked by MONTH DD, 20YY.

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

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling 1-XXX-XXX-XXXX or by writing to:

Christie’s Settlement Administrator
PO Box XXXX
City, ST XXXXX-XXXX

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

13. When will I receive my Settlement benefits?

If you submit a timely and Valid Claim, payment will be made to you by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

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

14. How will I receive my payment?

If you submit a timely and Valid Claim for payment, and if your Claim and the Settlement are finally approved, you will be sent an electronic payment to the electronic payment option that you select when you file your claim, or will be sent a paper check if you select that option. Several electronic payment options will be available, or you can elect a check. Please ensure you have provided a current and complete email address. If you select a paper check, the Settlement Administrator will attempt to send you a check relying on your physical address submitted on your Claim Form.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this lawsuit?

Yes, the Court has appointed David Lietz of Milberg Coleman Bryson Phillips Grossman PLLC and Jonathan Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C. as Class Counsel lawyers to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this lawsuit.

Class Counsel may be contacted at the following addresses and phone numbers:

<p>David K. Lietz, Esq. MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN 5335 Wisconsin Avenue NW, Suite 440 Washington, DC 20015 (866) 252-0878</p>
<p>Jonathan S. Mann, Esq. PITTMAN, DUTTON, HELLUMS, BRADLEY & MANN, P.C. 2001 Park Place North, Suite 1100 Birmingham, AL 35203 (205) 322-8880</p>

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

16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees of up to 1/3 (\$330,000) of the \$990,000 Settlement Fund, plus reimbursement of out-of-pocket litigation expenses. The Court may award less than the amount requested. Class Counsel will also request approval of Service Awards of five thousand dollars (\$5,000) for each Class Representative. If awarded by the Court, the Settlement Administrator will pay attorneys' fees, litigation expenses, and service awards out of the Settlement Fund.

Class Counsel's motion for Attorneys' Fees, Litigation Expenses, and Service Awards will be made available on the Settlement Website at www.XXXXXXXXXXX.com before the deadline for you to object to or opt out of the Settlement.

OPTING OUT OF THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue the Released Parties on your own based on the legal claims raised in this lawsuit or released by the Released Claims, then you must take steps to get out of the Settlement. This is called opting out of the Settlement.

17. How do I opt out of the Settlement?

To opt out of the Settlement, you must timely mail written notice of a request to opt out. The written notice must include:

- (1) Your full name, current address, telephone number, and email address (if any);
- (2) A statement indicating your request to be excluded from the Settlement Class; and
- (3) Your physical signature as a Settlement Class member;

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

Christie's Settlement Administrator
Exclusions
PO Box XXXX
City, ST XXXXX-XXXX

You cannot opt out by telephone or by email.

"Mass" or "class" requests for exclusion filed by third parties on behalf of a "mass" or "class" of Settlement Class Members or multiple Settlement Class Members where an opt out has not been signed by each and every individual Settlement Class Member will not be allowed.

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

No. If you opt out, you will not be entitled to receive any Settlement benefits, but you will not be bound by any judgment in this lawsuit. You can only get Settlement benefits if you stay in the Settlement and submit a Valid Claim.

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

No. Unless you opt out, you give up any right to sue Defendant and other Released Parties for the legal claims this Settlement resolves and Releases relating to the Data Breach. You must opt out of

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

the lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against Defendant or other Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

20. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement and/or Class Counsel's motion for Attorneys' Fees and Expenses.

To object, you must mail a timely, written objection stating that you object. Your objection must be **postmarked** by **MONTH DD, 20YY**.

The objection must also include all of the following information:

- (1) Your full name, current address, current telephone number;
- (2) The case name and case number, *In re Christie's Data Breach Litigation.*, Case No. 24-cv-4221 (JMF);
- (3) Documentation sufficient to establish membership in the Settlement Class, such as a copy of the Postcard Notice you received;
- (4) A statement of the position(s) you wish to assert, including the factual and legal grounds for the position(s);
- (5) Copies of any other documents that you wish to submit in support of your position;
- (6) Whether you intend to appear at the Final Approval Hearing;
- (7) Whether you are represented by a lawyer and, if so, the name, address, and telephone number of your lawyer, and
- (8) Your signature (a lawyer's signature is not sufficient).

To be timely, written notice of an objection in the appropriate form must be mailed **postmarked** by **MONTH DD, 20YY**, to the Settlement Administrator at:

Christie's Settlement Administrator
Objections
PO Box XXXX
City, ST XXXXX-XXXX

You may also file any Objection with the Court.

Any Settlement Class Member who fails to comply with the requirements for objecting detailed above will waive and forfeit any and all rights they may have to appear separately and/or to object to the Settlement Agreement and will be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the lawsuit.

21. What is the difference between objecting and asking to opt out?

Objecting is simply telling the Court you do not like something about the Settlement or requested attorneys' fees and expenses. You can object only if you stay in the Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt out, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **MONTH DD, 20YY, at X:XX a.m./p.m.** before the Honorable Jesse M. Furman at the Thurgood Marshall United States Courthouse, 40 Foley Square, New York, NY 10007 or via video conference or by phone. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel’s Application for Attorneys’ Fees and Expenses, and Service Awards.

If there are objections, the Court will consider them. The Court will also listen to Settlement Class Members who have asked to speak at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change. The Court may also decide to hold the hearing via video conference or by phone. Any change will be posted at www.XXXXXXXXXX.com.

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

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

24. May I speak at the Final Approval Hearing?

Yes, as long as you do not opt out, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the Final Approval Hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 20 above—and specifically include a statement whether you and your lawyer will appear at the Final Approval Hearing.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement benefits, and you will give up rights explained in the “Opting Out of the Settlement” section of this notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Released Parties, including Defendant, about the legal issues in this lawsuit that are released by the Settlement Agreement relating to the Data Breach.

GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.XXXXXXXXXX.com, by calling 1-XXX-XXX-XXXX or by writing to:

Christie's Settlement Administrator
PO Box XXXX
City, ST XXXXX-XXXX

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERK OFFICE
REGARDING THIS NOTICE.**

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

Exhibit C

**BARCODE
NO-PRINT
ZONE**

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

Court-Approved Legal Notice

*In re Christie's Data Breach Litigation
Case No. 24-cv-4221 (JMF)*

If you are a U.S. resident whose Private Information was compromised as a result of the Christie's Data Breach and who were sent notice of the Data Breach that occurred in May 2024, you may be entitled to benefits from a class action settlement.

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

www.XXXXXXXXXXXXX.com
1-XXX-XXX-XXXX

<<MAIL ID>>
<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

A \$990,000 settlement has been reached in a class action lawsuit against Christies, Inc. (“Defendant”) arising out of a data incident Defendant experienced in May 2024, where an unauthorized third party accessed Defendant’s computer network (“Data Breach”). The computer files accessed in the Data Breach contained the following information, which varied by individual: full names, dates of birth, addresses, birthplaces, sex, nationality, document numbers, passport numbers, full Machine Readable Zone (“MRZ”) numbers (the machine-readable code at the bottom of the identity page at the beginning of a passport, IDs, and visas), issuing authority, issue dates, expiration dates, and Driver’s License Numbers (“Private Information”).

WHAT CAN I GET? This \$990,000 common fund settlement provides for three types of cash payments and free credit monitoring and identity theft restoration services: (i) up to \$10,000 in reimbursement for documented monetary losses; (ii) a pro rata cash payment estimated to be \$100, and; (iii) 2 years of credit monitoring and identity theft restoration services. You may submit a claim for any of the above-listed remedies. In addition, California Settlement Class Members may claim an additional cash payment of up to \$100.

WHO IS INCLUDED? You received this notice because Defendant’s records show you are a member of the Class. The Class consists of all individuals residing in the United States whose Private Information was compromised as a result of the Data Breach and who were sent notice of the Data Breach that occurred in May 2024.

CLAIM FORM. You must file a Claim Form to receive payment or other benefit as part of the Settlement. For Pro Rata Cash Payments, credit monitoring, and the California Statutory Payment, you may use the attached tear off claim form. For all benefits, you can file a claim online or download a Claim Form at [www.\[website\].com](http://www.[website].com) and mail it, or you may call 1-800-XXX-XXXX and ask that a Claim Form be mailed to you. The claim deadline is [DATE].

OTHER OPTIONS. If you do not want to be legally bound by the settlement, you must exclude yourself by [DATE]. If you want to remain part of the settlement, you may nevertheless object to it by [DATE]. A more detailed notice is available to explain how to exclude yourself or object. Please visit the website [www.\[website\].com](http://www.[website].com) or call the toll-free number [TELEPHONE #] for a copy of the more detailed notice. On [DATE] at [TIME], the Court will hold a Final Approval Hearing to determine whether to approve the settlement, Class Counsel’s request for attorneys’ fees and costs of up to \$330,000, plus litigation expenses, and service awards of

\$5,000 for each of the Class Representatives. You or your own lawyer, if you have one, may ask to appear and speak at the hearing (which may be held remotely) at your own cost, but it is not required. This notice is a summary. For more information, call or visit the website below.

This notice is a summary. Learn more about the Settlement at www.XXXXX.com, or by calling toll free 1-XXX-XXX-XXX.

<<UNIQUE ID>>

CLAIM FORM**Claims must be postmarked or submitted online no later than Month Day, 20YY.**

Contact Information (Please fill in completely.)

Name: _____ Telephone Number: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Compensation for Documented Monetary Losses: You can receive reimbursement for up to \$10,000.00 for documented monetary losses incurred as a result of the Data Breach. Because you must submit supporting documentation to be compensated for monetary losses, you cannot use this tear-off claim form. **To file a claim for monetary losses, you must submit your claim online or return the full claim form via mail.**

In addition to compensation for Out-of-Pocket Losses, you may select **any or all** of the following:

Pro Rata Cash Payment: I wish to claim a pro rata cash payment, estimated to be \$100. I understand this amount may increase or decrease depending upon the number of valid claims filed.

Credit Monitoring: I wish to claim two (2) years of three-bureau credit monitoring.

California Statutory Payment: I swear and affirm under penalty of perjury that I was a resident of California from May 8, 2024 through the date of this submission and that I am eligible for and wish to claim the California Statutory Payment of up to \$100.

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

Signature:

Date:

**BARCODE
NO-PRINT
ZONE**

BRM POSTAGE

Christie's Data Breach Litigation
Settlement Administrator
PO Box XXXX
City, ST xxxxx-xxxx

Exhibit D

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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IN RE CHRISTIE’S DATA BREACH LITIGATION Case No. 1:24-CV-4221 (JMF)

This Document Relates To: All Member Cases CLASS ACTION

-----x

[PROPOSED] PRELIMINARY APPROVAL ORDER

Before the Court is Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (**Doc. No. __**) (the “Motion”). The terms of the proposed class action settlement are set forth in a Settlement Agreement (the “Settlement Agreement”) by, between and among Plaintiffs Efstathios Maroulis, William Colley, Russell DeJulio, Alice Bruce, and Ildar Gaifullin (collectively, “Plaintiffs”) and Defendant Christie’s Inc. (“Defendant” or “Christie’s” and together with Plaintiffs, the “Parties”), which is attached, with accompanying exhibits, as **Exhibit 1** to Plaintiffs’ Memorandum of Law in Support of their Motion.¹

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Jurisdiction**. The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) and personal jurisdiction over the parties before it. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391(b).

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

all persons in the United States whose Private Information was compromised as a result of the Data Breach and who were sent notice of the Data Breach.

¹ All defined terms in this Order Granting Preliminary Approval of Class Action Settlement have the same meaning as set forth in the Settlement Agreement unless otherwise indicated.

Excluded from the Settlement Class are (a) all persons who are governing board members of the Defendant; (b) governmental entities; and (c) the Court, the Court's immediate family, and Court staff.

3. **Certification of the Settlement Class is Warranted.** The Court also finds that it will likely be able to certify the Settlement Class because it meets all of the requirements of Rule 23(a) and the requirements of Rule 23(b)(3). Specifically, the Court finds, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representative are typical of and arise from the same operative facts and the Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Litigation on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

4. **Notifying Settlement Class Members regarding the Settlement is Warranted.** The Court finds, further to Federal Rule of Civil Procedure 23(e)(1), that the provision of notice is justified and warranted because the Court further finds that it will likely be able to approve the proposed Settlement as fair, reasonable and adequate.

5. **Findings Concerning the Notice Documents & Plan.** The Court finds that the proposed form, content and method of giving Notice to the Settlement Class as described in the

Notice program and the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law including Federal Rule of Civil Procedure 23(c); and (e) meet the requirements of the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology and is designed to be readily understandable by Settlement Class Members. The proposed notice program set forth in the Settlement Agreement and Claim Form and the Notices attached to the Settlement Agreement as **Exhibits A, B, and C** are therefore **APPROVED**, and the Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.²

6. **Claims Process.** Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

² Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties but without further order of the Court.

The Settlement Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment including the releases contained therein.

7. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must: (a) state the Settlement Class Member's full name, current address, and signature; and (b) specifically state his or her desire to be excluded from the Settlement and from the Settlement Class. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Date, which is no later than sixty (60) days from the date on which the notice program commences, and as stated in the Notice.

The Settlement Administrator shall promptly furnish to Class Counsel and to Defendant's counsel a complete list of all timely and valid requests for exclusion within 10 days following the Opt-Out Date.

8. **Objections and Appearances.** A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written notice of his or her objection by the Objection Date and as stated in the Notice. The Long Notice and the Settlement Website shall instruct Settlement Class Members who wish to object to the Settlement Agreement to send their written objections to the Settlement Administrator at the address indicated in the Long Notice. The Notice shall advise Settlement

Class Members of the deadline for submission of any objections—the “Objection Date”—which is no later than sixty (60) days after the Class Notice Date. Any such notices of an intent to object to the Settlement Agreement must be written and must include all of the following: (i) the objector’s full name, current address, current telephone number, and be personally signed; (ii) the case name and case number, *In re Christie’s Data Breach Litigation.*, Case No. 24-cv-4221 (JMF); (iii) documentation sufficient to establish membership in the Settlement Class, such as a copy of the Postcard Notice he or she received; (iv) a statement of the position(s) the objector wishes to assert, including the factual and legal grounds for his/her position(s); (v) copies of any other documents that the objector wishes to submit in support of his/her position; (vi) whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and; (vii) whether the objecting Settlement Class Member is represented by counsel and, if so, the name, address, and telephone number of his/her counsel. Subject to approval of the Court, any objecting Settlement Class Member may appear, in person or by counsel, at the Final Approval Hearing held by the Court.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The provisions stated in Paragraph 64 of the Settlement Agreement are the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

9. **Effect of Release.** If a Final Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Order and Judgment. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

10. **Settlement Administrator.** The Court appoints Eisner Advisory Group, LLC (“EAG”) as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator’s fees will be paid pursuant to the terms of the Settlement Agreement.

11. **Class Representatives & Class Counsel.** The Court finds that Plaintiffs will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as the Class Representatives. Additionally, the Court finds that David Lietz of Milberg Coleman Bryson Phillips Grossman PLLC and Jonathan Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C. will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed Class Counsel pursuant to Rule 23(g)(1).

12. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms’ length negotiations between the Parties and absence of any collusion

in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the Settlement treats the Settlement Class Members equitably and all of the other factors required by Rule 23 and relevant case law.

13. **Termination of Settlement.** In the event that the Final Approval Order is not entered, or a Final Approval Order is subsequently reversed on appeal, the Parties agree to use their best efforts to cure any defect(s) identified by the Court. If, despite their best efforts, the Parties cannot cure said defects, the Settlement Agreement, including any releases or dismissals hereunder, is canceled, and no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation or other part or aspect of the Parties' settlement discussions, shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Action, and all Parties shall be restored to their prior rights and positions as if the Settlement Agreement had not been entered into. The Settlement Agreement may also be terminated by Defendant under the terms of the Settlement Agreement.

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

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

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

17. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 202____, at the Thurgood Marshall United States Courthouse, 40 Foley Square, New York, NY 10007, where the Court will determine, among other things, whether: (a) this Litigation should be finally certified as a class action for settlement purposes pursuant to Fed. R. Civ. P. 23(a) and (b)(3); (b) the Settlement should be approved as fair, reasonable and adequate and finally approved pursuant to Fed. R. Civ. P. 23(e); (c) this Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Class Counsel for an award of Attorneys' Fees, Costs and Expenses should be approved pursuant to Fed. R. Civ. P. 23(h); and (f) the application of the Class Representatives for a Service Award should be approved. This hearing may be held remotely.

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

SETTLEMENT TIMELINE

<u>Grant of Preliminary Approval</u>	
Defendants provide Settlement Class Member Information to the Settlement Administrator	Within 10 days following entry of Preliminary Approval Order
Notice Commencement Date	30 days after Preliminary Approval.
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	14 days before Objection and Opt-Out Deadlines
Objection Deadline	60 days after Notice Commencement Date
Opt-Out Deadline	60 days after Notice Commencement Date
Claims Deadline	90 days after Notice Commencement Date
<u>Final Approval Hearing</u>	150 days after Preliminary Approval Order (at minimum)
Motion for Final Approval Deadline	14 days before Final Approval Hearing Date
Settlement Administrator Provide Notice of Opt-Outs and/or Objections	16 days before Final Approval Hearing Date

SO ORDERED THIS _____ DAY OF _____, 2024.

Hon. Jesse M. Furman
United States District Court Judge

EXHIBIT 2

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
IN RE CHRISTIE'S DATA BREACH LITIGATION

No. 24-CV-4221 (JMF)

*This Document Relates To:
All Member Cases*

CLASS ACTION

-----X
**JOINT DECLARATION IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

1. We are counsel for Efstathios Maroulis, William Colley, Russell DeJulio, Alice Bruce, and Ildar Gaifullin ("Plaintiffs"), in the above-captioned case. This declaration supports Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. We have personal knowledge of the facts set forth in this declaration and could testify competently to them if called upon to do so.

LITIGATION & SETTLEMENT

2. On October 30, 2024, the Parties engaged in a full-day mediation session with Jill R. Sperber, Esq. Under her guidance, the Parties engaged in hours of hard-fought, contentious negotiations and ultimately agreed upon the material terms of the Settlement.

3. Thereafter, on November 1, 2024, the Parties executed a Term Sheet. And on November 15, 2024, the Parties filed a Joint Notice of Settlement and Motion to Stay All Deadlines. On November 18, 2024, the Court granted the Motion and stayed all deadlines pending filing of Plaintiffs' Motion for Preliminary Approval.

4. In the weeks that followed, the Parties diligently negotiated and circulated drafts of the Settlement Agreement, along with accompanying notices, a Claim Form, and other exhibits,

and agreed upon a Settlement Administrator. The Parties agreed upon Eisner Advisory Group, LLC (“EAG”) as the Settlement Administrator given its substantial experience in administering complex class action settlement.

5. There are approximately 45,798 individuals in the Settlement Class.

6. The Parties did not negotiate attorneys’ fees, costs, and Service Awards until after all material terms of the Settlement were agreed upon. In doing so, Class Counsel and Plaintiffs avoided conflicts with the Settlement Class.

7. Class Counsel will request Service Awards of \$5,000.00 for each Class Representative. These Service Awards are intended to reimburse Class Representatives for their efforts and in recognition of their dedication to the Settlement Class.

8. The Class Representatives adequately represented the Settlement Class by assisting in the investigation of the case, reviewing the complaints, remaining available for consultation throughout settlement negotiations, reviewing the Settlement Agreement, and answering Class Counsel’s many questions. The Class Representatives do not have any conflicts with the Class.

9. Class Counsel adequately represented the Settlement Class—by utilizing their extensive experience in class action litigation and complex data breach cases—to secure a substantial settlement and provide timely relief.

10. The relief obtained is adequate because the costs, risks, and delay of trial and appeal are substantial. While Plaintiffs strongly believe in the merits of their case, Plaintiffs also recognize that Defendant asserted numerous, and potentially dispositive, defenses. Given these risks, and the risks posed by data breach litigation in particular, the Settlement provides relief that is both timely and substantial.

11. The relief is adequate because the proposed method of distributing relief is effective.

12. The relief is adequate because the terms of any proposed award of attorneys' fees are reasonable.

13. There is no agreement required to be identified under Rule 23(e)(3).

14. The complexity, expense and likely duration of the litigation are substantial. Indeed, Plaintiffs would likely need to gain and maintain class certification, prevail on summary judgment, win at trial, and prevail on appeal. Additionally, the amount of data-expert analysis and testimony needed to bring this data breach case to trial would increase costs significantly, as well as add to the length of time needed to resolve the matter.

15. The reaction of the class to the settlement is currently unknown. While the Class Representatives have reviewed and approved the Settlement Agreement, other Class Members have not yet had that opportunity to voice their opinions.

16. The risk of establishing liability, damages, and maintaining the class action throughout trial are all substantial.

17. Defendant's ability to withstand a greater judgment is not at issue here.

18. The Settlement is reasonable in light of the best possible recovery and the attendant risks of litigation. While Plaintiffs strongly believe in the merits of their case, Plaintiffs also recognize that Defendant asserted numerous, and potentially dispositive, defenses. Given these risks, and the risks posed by data breach litigation in particular, the Settlement provides relief that is both timely and substantial.

COUNSEL'S RECOMMENDATION

19. Counsel has years of experience representing individuals in complex class actions (including data breach class actions). As such, Counsel's depth of experience informed both Plaintiffs' settlement position, and the needs of Plaintiffs and the proposed Settlement Class. While Plaintiffs believe in the merits of their claims, Plaintiffs are also aware that a successful outcome is uncertain—and would be achieved (if at all) only after prolonged, arduous litigation with the attendant risk of drawn-out appeals and the potential for no recovery at all. Based upon Counsel's substantial experience, it is our opinion that the proposed settlement warrants the Court's preliminary approval.

20. After all, this Settlement provides timely and significant monetary and injunctive relief to Class Members. And the terms of the Settlement are well within the range of those accepted by courts in similar data breach class action settlements.

21. The Parties tailored the terms of the Settlement to address the specific potential harms (including out-of-pocket expenses, lost time, and the future risk of identity theft) caused by the Data Breach—thereby reimbursing both economic and non-economic losses. Additionally, the Settlement provides injunctive relief whereby Christie's agrees to implement enhanced data security measures (to the extent they have not already) for at least three years following the Effective Date of the Settlement, which includes automated vulnerability scanning tools, enhanced existing firewall protections, enhanced existing multi-factor authentication processes, and improved employee training programs. Christie's will pay for these data security measures separate and apart from all other settlement benefits.

22. This result is particularly favorable given the risks of protracted litigation. Plaintiffs face serious risks of: prevailing on the merits, proving causation, achieving class certification, maintaining class certification, and surviving appeal.

23. Not only does this Settlement avoid the risks of protracted litigation, but it also provides benefits to the Class Members *today*—as opposed to the mere possibility of future relief.

24. The Settlement’s benefits unquestionably provide a favorable result to Class Members. As such, the Settlement is well within the range of acceptable outcomes that satisfy the requirements for preliminary approval.

25. Additionally, the Notice program contemplated by the Settlement provides the best practicable method to reach Class Members. Moreover, this particular Notice program is consistent with the notice programs approved by other courts in similar class actions.

26. Individual litigation for all Class Members—who have the same claims arising from the same Data Breach—would be highly inefficient and unnecessarily burden judicial resources.

27. Thus, Class Counsel asks the Court to grant preliminary approval of the Settlement Agreement and enter the proposed final/preliminary approval order.

COUNSEL’S QUALIFICATIONS

David Lietz of Milberg Coleman Bryson Phillips Grossman, PLLC

28. Mr. Lietz is currently a senior partner of the law firm of Milberg Coleman Bryson Phillips Grossman, PLLC (“Milberg”). Mr. Lietz is a 1991 graduate of Georgetown University Law Center. He has been licensed to practice law in the District of Columbia since 1991, is a member of the bars of numerous federal district and appellate courts, and has over three decades of litigation and class action experience. He has represented and is currently representing plaintiffs

in more than 100 class action lawsuits in state and federal courts throughout the United States. Both Mr. Lietz and his firm carry on a national and international class action law practice. With respect to data privacy cases, he is currently litigating more than one hundred cases across the country involving violations of privacy violations, data breaches, and ransomware attacks. Over the past four years, he (either individually or as a member of his law firm) has been appointed class counsel in a number of data breach or data privacy cases that have been either preliminarily or finally approved by federal and state courts across the country.

29. Mr. Lietz is lead or co-lead counsel on the following cases that are on the cutting edge of Article III federal court jurisdiction in data breach litigation. Most recently, he briefed and argued *Webb v. Injured Workers Pharmacy, LLC*, 72 F.4th 365 (1st Cir. 2023), where the U.S. Court of Appeals for the First Circuit articulated important principles of Article III standing in data breach cases after the U.S. Supreme Court's decision in *Ramirez v. TransUnion*. Other noteworthy data breach decisions include *Purvis v. Aveanna Healthcare, LLC*, 563 F. Supp. 3d 1360 (N.D. Ga. 2021); *Charlie v. Rehoboth McKinley Christian Healthcare Services*, Civ. No. 21-652 SCY/KK, 2022 WL 1078553 (D.N.M. April 11, 2022); *Baldwin v. Nat'l W. Life Ins. Co.*, No. 2:21-CV-04066-WJE, 2021 WL 4206736, at *1 (W.D. Mo. Sept. 15, 2021) and *McCreary v. Filters Fast LLC*, No. 3:20-CV-595-FDW-DCK, 2021 WL 3044228 (W.D.N.C. July 19, 2021).

30. In April 2022, Mr. Lietz was named to Law360's 2022 Cybersecurity & Privacy Editorial Board for his substantial efforts in advancing the state of the law in data breach and cybersecurity litigation. This 12-person editorial board includes some of the most accomplished attorneys in the country in the cybersecurity and data breach legal field, and it was a high honor to be included on this board.

31. Mr. Lietz frequently gives public presentations about data privacy and data breach litigation, including the Harris-Martin Publishing Data Breach Conference in Nashville, Tennessee (September 25, 2024), the 8th Annual Class Action Money & Ethics Conference (May 6, 2024 in New York City); the Harris-Martin Publishing Conference in San Francisco in July 2023; a Strafford Publishing CLE panel discussion on *Webb v. Injured Workers Pharmacy* in October 2023; and a presentation at the North Carolina Bar Association 2023 Privacy & Data Security Section Annual Program in October 2023.

32. Mr. Lietz has been appointed as class counsel in other consumer class action cases and has tried consumer class action cases to verdict before a jury, most recently in *Baez v. LTD Financial Services*, Case No: 6:15-cv-1043-Orl-40TBS (MD Fla.). Mr. Lietz's experience with class actions also includes a leadership role in a Massachusetts Walmart wage abuse class action, national HMO litigation, the Buspirone MDL, and Louisiana Norplant litigation.

33. In addition to Mr. Lietz's personal qualifications, he brings the support and resources of Milberg to this case on behalf of the putative class. Milberg pioneered federal class action litigation and is widely recognized as a leader in defending the rights of victims of corporate and other large-scale wrongdoing, repeatedly taking the lead in landmark cases that have set groundbreaking legal precedents, prompting changes in corporate governance, and recovering over \$50 billion in verdicts and settlements. Milberg is and has been one of the nation's most prominent class action law firms since its founding in 1965. Milberg continues to break new ground in cybersecurity and data privacy cases, including taking a co-lead counsel role in the high-profile *In re: Blaukbaud, Inc. Customer Data Security Breach Litigation* (MDL 2972) that has established pleading standards and Art. III standing guidelines for data breach cases.

Jonathan Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C

34. Mr. Mann is a shareholder with the law firm of Pittman, Dutton, Hellums, Bradley & Mann P.C. (“PDHBM”). He has litigated complex actions since 2011, including class actions, mass torts, personal injury and products liability matters.

35. Mr. Mann is admitted to practice before courts of the State of Alabama. Mr. Mann has also been admitted to practice before the United States Court of Appeals for the Eleventh Circuit and United States District Courts for the Northern District of Alabama, Middle District of Alabama, Southern District of Alabama, Northern District of Florida, Northern District of Georgia, Northern District of Indiana, Southern District of Indiana, Eastern District of Louisiana, District of Maryland, District of Massachusetts, District of Minnesota, District of Montana, District of New Jersey, Eastern District of New York, Southern District of New York, Western District of Pennsylvania, and the Los Angeles County Superior Court.

36. Federal and state court judges have appointed Mr. Mann and other PDHBM attorneys to leadership positions in class actions and multidistrict litigations, including co-lead counsel¹, liaison counsel², and plaintiff steering³ and common benefit⁴ committees.

¹ *Sullen, et al. v. Vivint, Inc.*, Circuit Court, Jefferson Cty., Ala., Case No. 01-cv-2023-903893; *In re Christie’s Data Breach Litigation*, Case No. 23-cv-4221-JMF (S.D.N.Y.); *In re Municipal Parking Services, Inc. DPPA Litigation*, Case No. 3:24-cv-320-TKW-HTC (N.D. Fla.); *Lee, et al. v. Baptist Health Centers, LLC*, Circuit Court, Jefferson Cty., Ala., Case No. 01-cv-2023-9004352.00; *Harrison, et al. v. Peco Foods, Inc.* Case No. 7:24-cv-1028-LSC (N.D. Ala.); and MDL 1985, *In re Total Body Formula Products Liability Litigation* (N.D. Ala.).

² MDL 2406, *In re Blue Cross Blue Shield Antitrust Litigation* (N.D. Ala.); *Pirani v. Medical Properties Trust, Inc.*, Case No. 2:23-cv-00486 (N.D. Ala.); and MDL 2595, *In re Community Health Systems, Inc., Customer Data Security Breach Litigation* (N.D. Ala.).

³ *In re: Arby’s Restaurant Group, Inc. Data Security Litigation*, Case No. 1:17-cv-514 (N.D. Ga.); MDL 2441, *In re Stryker Rejuvenate and ABG II Hip Implant Products Liability Litigation* (D. Minn.); MDL 2846, *In re Davol, Inc./C.R. Bard, Inc. Polypropylene Hernia Mesh Products Liability Litigation* (S.D. Ohio); MDL 2875, *In re Valsartan Products Liability Litigation* (D.N.J.); MDL 2885, *In re 3M Combat Arms Earplug Products Liability Litigation* (N.D. Fla.); and MDL 2974, *In re Paragard IUD Products Liability Litigation* (N.D. Ga.).

⁴ MDL 2885, *In re 3M Combat Arms Earplug Products Liability Litigation* (N.D. Fla.) and MDL 2734, *In re Abilify (Aripiprazole) Products Liability Litigation* (N.D. Fla.).

37. Mr. Mann possesses significant knowledge and has deep experience in litigating data breach and data privacy cases, serving as co-lead and settlement class counsel in a variety of matters⁵.

38. Mr. Mann also brings a wealth of experience working closely with judges, special masters, and third-party vendors for litigation and settlement support, such as e-discovery, notice and claim administration, and settlement implementation and administration. For example, in MDL 2406, *In re Blue Cross Blue Shield Antitrust Litigation* (N.D. Ala), which impacted over 100 million class members, Mr. Mann assisted in discovery, settlement, and in the selection of the Notice and Claims Administrator. In MDL 2885, *In re 3M Combat Arms Earplug Products Liability Litigation* (N.D. Fla.), Mr. Mann was appointed and worked directly with the MDL Court and Special Masters regarding settlement implementation and administration in the largest MDL in US history.

39. Over his career, Mr. Mann has secured over \$100 million on behalf of individual plaintiffs and served as counsel in class actions and MDLs that resulted in recoveries exceeding \$10 billion for class members or plaintiffs.

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

Date: December 13, 2024

Respectfully submitted,

/s/ David Lietz

⁵ *Williams v. Gulf Coast Pain Consultants, LLC d/b/a Clearway Pain Solutions Institute*, Case No. 3:19-cv-01659 (N.D. Fla.); *Limbaugh, et al. v. Norwood Clinic, Inc.*, Circuit Court, Jefferson Cty., Ala., Case No. 01-cv-2022-900851; *Kemp, et al. v. NorthStar Emergency Medical Services, Inc.*, Circuit Court, Tuscaloosa Cty., Ala., Case No. 63-cv-2023-900249; *Hufstetler, et al. v. Upstream Rehabilitation, Inc.*, Circuit Court, Jefferson Cty., Ala., Case No. 01-cv-2024-902563.33; and *Sides, et al. v. Sheffield Group, Inc., et al.*, Circuit Court, Jefferson Cty., Ala., Case No. 01-cv-2024-900745.00.

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*Interim Lead Class Counsel for Plaintiffs
and the Proposed Class*

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----x
IN RE CHRISTIE’S DATA BREACH LITIGATION Case No. 1:24-CV-4221 (JMF)
This Document Relates To: All Member Cases CLASS ACTION
-----x

[PROPOSED] PRELIMINARY APPROVAL ORDER

Before the Court is Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (**Doc. No. ___**) (the “Motion”). The terms of the proposed class action settlement are set forth in a Settlement Agreement (the “Settlement Agreement”) by, between and among Plaintiffs Efstathios Maroulis, William Colley, Russell DeJulio, Alice Bruce, and Ildar Gaifullin (collectively, “Plaintiffs”) and Defendant Christie’s Inc. (“Defendant” or “Christie’s” and together with Plaintiffs, the “Parties”), which is attached, with accompanying exhibits, as **Exhibit 1** to Plaintiffs’ Memorandum of Law in Support of their Motion.¹

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Jurisdiction**. The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) and personal jurisdiction over the parties before it. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391(b).

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

all persons in the United States whose Private Information was compromised as a result of the Data Breach and who were sent notice of the Data Breach.

¹ All defined terms in this Order Granting Preliminary Approval of Class Action Settlement have the same meaning as set forth in the Settlement Agreement unless otherwise indicated.

Excluded from the Settlement Class are (a) all persons who are governing board members of the Defendant; (b) governmental entities; and (c) the Court, the Court's immediate family, and Court staff.

3. **Certification of the Settlement Class is Warranted.** The Court also finds that it will likely be able to certify the Settlement Class because it meets all of the requirements of Rule 23(a) and the requirements of Rule 23(b)(3). Specifically, the Court finds, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representative are typical of and arise from the same operative facts and the Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Litigation on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

4. **Notifying Settlement Class Members regarding the Settlement is Warranted.** The Court finds, further to Federal Rule of Civil Procedure 23(e)(1), that the provision of notice is justified and warranted because the Court further finds that it will likely be able to approve the proposed Settlement as fair, reasonable and adequate.

5. **Findings Concerning the Notice Documents & Plan.** The Court finds that the proposed form, content and method of giving Notice to the Settlement Class as described in the

Notice program and the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law including Federal Rule of Civil Procedure 23(c); and (e) meet the requirements of the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology and is designed to be readily understandable by Settlement Class Members. The proposed notice program set forth in the Settlement Agreement and Claim Form and the Notices attached to the Settlement Agreement as **Exhibits A, B, and C** are therefore **APPROVED**, and the Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.²

6. **Claims Process.** Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

² Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties but without further order of the Court.

The Settlement Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment including the releases contained therein.

7. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must: (a) state the Settlement Class Member's full name, current address, and signature; and (b) specifically state his or her desire to be excluded from the Settlement and from the Settlement Class. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Date, which is no later than sixty (60) days from the date on which the notice program commences, and as stated in the Notice.

The Settlement Administrator shall promptly furnish to Class Counsel and to Defendant's counsel a complete list of all timely and valid requests for exclusion within 10 days following the Opt-Out Date.

8. **Objections and Appearances.** A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written notice of his or her objection by the Objection Date and as stated in the Notice. The Long Notice and the Settlement Website shall instruct Settlement Class Members who wish to object to the Settlement Agreement to send their written objections to the Settlement Administrator at the address indicated in the Long Notice. The Notice shall advise Settlement

Class Members of the deadline for submission of any objections—the “Objection Date”—which is no later than sixty (60) days after the Class Notice Date. Any such notices of an intent to object to the Settlement Agreement must be written and must include all of the following: (i) the objector’s full name, current address, current telephone number, and be personally signed; (ii) the case name and case number, *In re Christie’s Data Breach Litigation.*, Case No. 24-cv-4221 (JMF); (iii) documentation sufficient to establish membership in the Settlement Class, such as a copy of the Postcard Notice he or she received; (iv) a statement of the position(s) the objector wishes to assert, including the factual and legal grounds for his/her position(s); (v) copies of any other documents that the objector wishes to submit in support of his/her position; (vi) whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and; (vii) whether the objecting Settlement Class Member is represented by counsel and, if so, the name, address, and telephone number of his/her counsel. Subject to approval of the Court, any objecting Settlement Class Member may appear, in person or by counsel, at the Final Approval Hearing held by the Court.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The provisions stated in Paragraph 64 of the Settlement Agreement are the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

9. **Effect of Release.** If a Final Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Order and Judgment. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

10. **Settlement Administrator.** The Court appoints Eisner Advisory Group, LLC (“EAG”) as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator’s fees will be paid pursuant to the terms of the Settlement Agreement.

11. **Class Representatives & Class Counsel.** The Court finds that Plaintiffs will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as the Class Representatives. Additionally, the Court finds that David Lietz of Milberg Coleman Bryson Phillips Grossman PLLC and Jonathan Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C. will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed Class Counsel pursuant to Rule 23(g)(1).

12. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms’ length negotiations between the Parties and absence of any collusion

in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the Settlement treats the Settlement Class Members equitably and all of the other factors required by Rule 23 and relevant case law.

13. **Termination of Settlement.** In the event that the Final Approval Order is not entered, or a Final Approval Order is subsequently reversed on appeal, the Parties agree to use their best efforts to cure any defect(s) identified by the Court. If, despite their best efforts, the Parties cannot cure said defects, the Settlement Agreement, including any releases or dismissals hereunder, is canceled, and no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation or other part or aspect of the Parties' settlement discussions, shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Action, and all Parties shall be restored to their prior rights and positions as if the Settlement Agreement had not been entered into. The Settlement Agreement may also be terminated by Defendant under the terms of the Settlement Agreement.

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

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

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

17. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 202____, at the Thurgood Marshall United States Courthouse, 40 Foley Square, New York, NY 10007, where the Court will determine, among other things, whether: (a) this Litigation should be finally certified as a class action for settlement purposes pursuant to Fed. R. Civ. P. 23(a) and (b)(3); (b) the Settlement should be approved as fair, reasonable and adequate and finally approved pursuant to Fed. R. Civ. P. 23(e); (c) this Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Class Counsel for an award of Attorneys' Fees, Costs and Expenses should be approved pursuant to Fed. R. Civ. P. 23(h); and (f) the application of the Class Representatives for a Service Award should be approved. This hearing may be held remotely.

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

SETTLEMENT TIMELINE

<u>Grant of Preliminary Approval</u>	
Defendants provide Settlement Class Member Information to the Settlement Administrator	Within 10 days following entry of Preliminary Approval Order
Notice Commencement Date	30 days after Preliminary Approval.
Class Counsel’s Motion for Attorneys’ Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	14 days before Objection and Opt-Out Deadlines
Objection Deadline	60 days after Notice Commencement Date
Opt-Out Deadline	60 days after Notice Commencement Date
Claims Deadline	90 days after Notice Commencement Date
<u>Final Approval Hearing</u>	150 days after Preliminary Approval Order (at minimum)
Motion for Final Approval Deadline	14 days before Final Approval Hearing Date
Settlement Administrator Provide Notice of Opt-Outs and/or Objections	16 days before Final Approval Hearing Date

SO ORDERED THIS _____ DAY OF _____, 2024.

 Hon. Jesse M. Furman
 United States District Court Judge