

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

IN RE CHRISTIE’S DATA BREACH LITIGATION

*This Document Relates To: All Member Cases*

Case No. 24-CV-4221 (JMF)

**MEMORADUM OF LAW IN SUPPORT OF PLAINTIFFS’ MOTION FOR FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT**

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## I. INTRODUCTION

Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, Plaintiffs Efsathios Maroulis, William Colley, Russell DeJulio, Alice Bruce, and Ildar Gaifullin (collectively “Class Representatives”), on behalf of the Settlement Class, respectfully submit this Memorandum of Law in support of their motion requesting final approval of this proposed class action settlement (“Settlement”) on the terms set forth in the Settlement Agreement dated November 27, 2024 (Doc. 49-1) and for final certification of the Settlement Class.

If approved, the Settlement will successfully resolve the claims of 45,798 individuals nationwide who were notified of a data security incident that was discovered on or around May 8, 2024 (the “Data Breach”). 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 processes, and improved employee training programs. Critically, Defendant will pay for these data security measures *separate and apart* from all other settlement benefits.

On December 13, 2024, the Parties filed a Motion for Preliminary Approval. Doc. 49. On December 18, 2024, the Court issued an order directing the Parties to file supplemental briefs addressing whether, among other things, the Plaintiffs have standing. Doc. 50. On January 9, 2025, Plaintiffs filed a Supplemental Memorandum of Law in Support of Their Unopposed Motion for Preliminary Approval. Doc 51. And, on January 16, 2025, Defendant filed a Memorandum of Law in Response to Plaintiffs' Supplemental Briefing on Motion for Preliminary Approval. Doc. 52. On January 28, 2025, the Court issued an Order directing Plaintiffs to file either a declaration addressing the potential for fraud or identity theft resulting from the Data Breach or a supplemental brief addressing why such a declaration should not be required. Doc. 55. On February 4, 2025, Plaintiffs filed a second Supplemental Memorandum of Law in Support of their Unopposed Motion. Doc. 56. On February 19, 2025, the Court issued an Order granting Preliminary Approval. Doc 59.

Since this Court entered the Preliminary Approval Order, the Parties, in conjunction with the Settlement Administrator, have effectuated Class notice consistent with the Settlement and Preliminary Approval Order. The Notice Program was highly effective, with a "reach rate" of 97.05%. *See Exhibit A*, Declaration of Elena McFarland of Eisner Advisory Group, LLC ("EAG Decl.") ¶ 14. The effectiveness of the Notice Program is also demonstrated by the positive reaction of Settlement Class Members to the Settlement. Of the 44,375 potential Class Members who received Notice, 5,386 valid Settlement Class Members submitted claims (*i.e.*, 11.78% of the Settlement Class). *Id.* ¶ 15, Table 2. Conversely, only two (2) have requested exclusion and only one (1) has objected.

For the reasons detailed below, Plaintiffs and Settlement Class Counsel respectfully submit that the Settlement meets the standards for final approval under Rule 23(e). 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). Plaintiffs request the Court enter an order: (1) granting final certification to the Settlement Class and affirming the appointments of Class Counsel and Class Representative; (2) finally approving the Settlement; (3) granting Plaintiffs' Motion for Award of Attorneys' Fees, Reimbursement of Expenses, and Service Awards to Class Representatives, (Doc. 59); (4) entering a final judgment dismissing this case.

## **II. FACTUAL AND PROCEDURAL BACKGROUND**

Plaintiffs respectfully refer the Court to their incorporated Memorandum of Law in Support of Plaintiffs' Unopposed Motion for Preliminary Approval (Doc. 49) and their Memorandum of Law in Support of Plaintiffs' Motion for Award of Attorneys' Fees, Reimbursement of Expenses, and Service Awards to Class Representatives (Doc. 60) for a thorough recitation of the substantive and procedural background of this litigation. For the purposes of final approval, Plaintiffs highlight the following:

Defendant Christie's is an international auction house that operates in the global art and luxury market and is known for hosting auctions and private sales. As part of its business, Defendant collects and maintains certain 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 ("Private Information"). On or around May 8, 2024, Defendant discovered suspicious activity on its computer network (, *i.e.*, the Data Breach). Defendant determined that certain Private Information of its customers and prospective customers had been unlawfully accessed and exfiltrated. On or around May 30, 2024, Defendant began notifying individuals who may have been impacted by the Data Breach.

Plaintiffs subsequently filed putative class actions before this Court, and those actions were then consolidated. In or around the beginning of October 2024, the Parties began discussing the possibility of settlement. A mediation session was scheduled with Jill R. Sperber, Esq., of Judicate West, who has substantial experience in mediating data breach class actions. 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.

On October 30, 2024, the Parties engaged in a full day mediation session with Ms. Sperber. The Parties engaged in hours of hard-fought negotiations and ultimately agreed upon the material terms of the Settlement. Thereafter, the Plaintiffs moved for preliminary approval of the settlement, which the Court granted after two rounds of supplemental briefing. Notice then issued to the Settlement Class.

### **III. SUMMARY OF SETTLEMENT**

#### **A. Settlement Benefits**

The Settlement provides Class Members with timely benefits targeted at remediating specific harms they may have suffered because of the Data Breach. S.A. ¶¶ 71-73. The Settlement established a non-revisionary 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 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 covers 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.*

### **B. 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. By way of a previously filed motion (Doc. 60), Class Counsel seek an award of attorneys' fees of one-third (approximately 33.33%) of the Settlement Fund plus the reimbursement of \$15,278.00 in reasonable litigation expenses. Additionally, Class Counsel requests service awards of \$5,000.00 for each Class Representative.

### **C. Preliminary Approval, Notice, and Claims**

On February 19, 2025, the Court preliminarily approved the Settlement. (Doc. 58). Consistent with the Preliminary Approval Order, the Settlement Administrator implemented the Notice Plan, disseminating notices to 45,726 potential members of the Settlement Class via U.S. mail. *See* EAG Decl. ¶ 14, Table 1. Notice was also provided via a settlement website. *Id.* ¶ 11.

Notice instructed Class Members of their legal rights and options in this Settlement, including: the option to submit a Claim Form to receive monetary payment for losses suffered; the option to ask to be excluded from the Settlement and retain the right to bring an individual action against Defendant; the option to object to the Settlement; the option to attend the Final Approval Hearing; and the option to do nothing and receive no monetary payment from the Settlement. (Doc. 51-2). The deadline for Class Members to exclude themselves or object to the proposed Settlement

was May 15, 2025, and only 2 exclusion requests and one objection were received. *Id.* ¶¶ 16-17. The claim deadline was June 19, 2025, and approximately 5,386 valid Settlement Class Members submitted claims (*i.e.*, 11.78% of the Settlement Class). *Id.* ¶ 15.

#### IV. ARGUMENT

##### A. The Settlement Meets the Standards for Final Approval Under Rule 23(e)

Rule 23(e) requires judicial approval for any compromise or settlement of class action claims. “A court may approve a proposed class action settlement, provided it determines that the settlement is ‘fair, adequate, and reasonable, and not a product of collusion.’” *Meredith Corp. v. SESAC, LLC*, 87 F. Supp. 3d 650, 661 (S.D.N.Y. 2015) (quoting, *Joel A. v. Giuliani*, 218 F.3d 132, 138 (2d Cir. 2000)). Such approval “is within the Court's discretion, which ‘should be exercised in light of the general judicial policy favoring settlement.’” *Hart v. RCI Hospital Holdings, Inc.*, No. 09-cv-3043-PAE, 2015 WL 5577713, at 6 (S.D.N.Y. Sept. 22, 2015)), quoting *In re Sumitomo Copper Litig.*, 189 F.R.D. 274, 280 (S.D.N.Y. 1999) (citation omitted); accord *Maley v. Del Global Techs. Corp.*, 186 F. Supp. 2d 358, 361 (S.D.N.Y. 2002). The Second Circuit has noted that the policy favoring settlement is strong, “particularly in the class action context.” *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 116 (2d. Cir. 2005). Moreover, absent fraud or collusion, the Court “should be hesitant to substitute its judgment for that of the parties who negotiated the settlement.” *City of Providence v. Aéropostale, Inc.*, No. 11-cv-7132-CM-GWG, 2014 WL 1883494, at \*4 (S.D.N.Y. May 9, 2014), *aff’d sub nom. Arbuthnot v. Pierson*, 607 F. App’x 73 (2d Cir. 2015).

In undertaking the Rule 23(e) evaluation, a court must consider “both the settlement’s terms and the negotiating process leading to the settlement” and review the settlement for both procedural and substantive fairness. *Meredith*, 87 F. Supp. 3d at 662 (quoting *Wal-Mart Stores*,

396 F.3d at 116). In making the determination of whether the settlement is “fair, reasonable, and adequate,” amended Rule 23(e)(2) provides that a court should consider whether:

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

FED. R. CIV. P. 23(e)(2).

Consistent with this guidance, courts in the Second Circuit have long considered the factors set forth in *City of Detroit v. Grinnell Corp.* in evaluating the adequacy of a class action settlement:

(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.

495 F.2d 448, 463 (2d Cir. 1974), *abrogated on other grounds by Goldberger v. Integrated Res., Inc.*, 209 F.3d 43 (2d Cir. 2000); *see also In re Namenda Direct Purchaser Antitrust Litig.*, 462 F. Supp. 3d 307, 311 (S.D.N.Y. 2020) (noting “factors set forth in Rule 23(e)(2) have been applied in tandem with the Second Circuit’s *Grinnell* factors”).

At the preliminary approval stage, the Court determined “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. Doc. 58., ¶ 4. The Court’s conclusion regarding the fairness, reasonableness, and adequacy applies equally now.



***1. Plaintiffs and Settlement Class Counsel Have Adequately Represented the Settlement Class in this Action***

In determining whether to approve a class action settlement, the Court should first consider whether Class Representatives and Class Counsel “have adequately represented the class.” Rule 23(e)(2)(A); *see generally In re GSE Bonds Antitrust Litig.*, 414 F. Supp. 3d 686, 692 (S.D.N.Y. 2019) (“Determination of adequacy typically entails inquiry as to whether: (1) plaintiff’s interests are antagonistic to the interest of other members of the class and (2) plaintiff’s attorneys are qualified, experienced and able to conduct the litigation.”). As other judges of this Court have held, “[a] presumption of fairness may attach to a proposed settlement when the terms of that settlement were reached by experienced counsel during arm’s-length negotiations undertaken after meaningful discovery.” *Meredith*, 87 F. Supp. 3d at 662. Counsel for Plaintiffs have decades of combined experience as vigorous class action litigators and are well suited to advocate on behalf of the class. *See* ECF Nos. 27, 27-1, and 27-2. Moreover, they have put their collective experience to use in negotiating a settlement that guarantees immediate relief to class members.

Class Representatives’ interests are aligned with those of the Settlement Class in that they seek relief for injuries arising out of the same Data Breach. Class Representatives’ and Settlement Class Members’ data was all allegedly compromised in the same manner. Under the terms of the Settlement Agreement, Class Representatives and Settlement Class Members are all eligible for credit monitoring services and monetary relief from the Settlement Fund. Moreover, each of their data will continue to be safeguarded in the future by the enhancements to security protections Defendant has put into place. Class Representatives have an interest in obtaining the largest possible recovery from Defendant. *See In re Polaroid ERISA Litig.*, 240 F.R.D. 65, 77 (S.D.N.Y. 2006) (“Where plaintiffs and class members share the common goal of maximizing recovery, there is no conflict of interest between the class representatives and other class members.”). Plaintiffs

have maintained contact with counsel, assisted in the investigation of the case, reviewed the Complaint, remained available for consultation throughout settlement negotiations, reviewed the Settlement Agreement, and answered counsel's many questions. Doc. 60-1 (Joint Decl.) ¶ 28; *see also* Docs. 51-3 through 51-7 (Plaintiff Declarations). Plaintiffs do not have any conflicts with the proposed class and have adequately represented Settlement Class Members in the litigation.

Likewise, Class Counsel have also “adequately represented the class.” Rule 23(e)(2)(A). Class Counsel have extensive class action, consumer and complex litigation experience and used this expertise to pursue Plaintiffs' claims and ultimately negotiate a favorable recovery for the Settlement Class. Doc. 49-2 (Joint Decl. in Support of Motion for Preliminary Approval); *see In re Currency Conversion Fee Antitrust Litig.*, 263 F.R.D. 110, 122 (S.D.N.Y. 2009), *aff'd*, *Priceline.com, Inc. v. Silberman*, 405 F. App'x 532 (2d Cir. 2010) (noting “extensive” experience of counsel in granting final approval); *see also Shapiro v. JPMorgan Chase & Co.*, No. 11-cv-8331-CM-MHD, 2014 WL 1224666, at \*2 (S.D.N.Y. Mar. 24, 2014) (giving “great weight” to experienced class counsel's opinion that the settlement was fair). At all times, Class Counsel was fully informed about the facts, risks, and challenges of this novel action and had a sufficient basis on which to negotiate a very significant settlement.

**2. *The Settlement Was Negotiated at Arm's Length and Aided by a Respected and Experienced Mediator***

The Court should next consider whether the settlement was “negotiated at arm's length.” Rule 23(e)(2)(B). This includes consideration of other related circumstances to ensure the procedural fairness of a settlement, including whether there was sufficient discovery prior to settlement. *See Meredith*, 87 F. Supp. 3d at 662; *In re Facebook, Inc., IPO Secs. & Deriv. Litig.*, 343 F. Supp. 3d 394, 408 (S.D.N.Y. 2018) (“When a settlement is the product of arms-length negotiations between experienced, capable counsel after meaningful discovery, it is afforded a

presumption of fairness, adequacy, and reasonableness.”) (cleaned up). To assess the integrity of the process, the key question is whether “plaintiffs’ counsel is sufficiently well informed” to adequately advise and recommend the settlement to the class representatives and settlement class. *See In re GSE Bonds*, 414 F. Supp. 3d at 699.

Soon after Plaintiffs filed their Consolidated Class Action Complaint, and 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.

The fact that the proposed settlement reflects a successful mediation further supports a finding of procedural fairness. *Kelen v. World Fin. Network Nat. Bank*, 302 F.R.D. 56, 68 (S.D.N.Y. 2014) (the involvement of an experienced and qualified mediator in settlement negotiations further affirms the fairness of the process); *see also Belton v. GE Capital Consumer Lending, Inc.*, No. 21-cv-9493-CM, 2022 WL 407404, at \*4 (S.D.N.Y. Feb. 10, 2022) (mediation session with a “highly regarded mediator” satisfied the court’s inquiry into the thoroughness of the negotiations); *see also* 4 Alba Conte & Herbert Newberg, *NEWBERG ON CLASS ACTIONS* § 13:50 (4<sup>th</sup> ed. 2002).

### ***3. The Relief Provided for the Class Is Adequate***

Courts consider whether the relief provided for the class is adequate in order to assess substantive fairness. To undertake this analysis, courts account for the following factors: “(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). The Court is also required to confirm that the Settlement "treats class members equitably relative to each other." FED. R. CIV. P. 23(e)(2)(D).

**a. The Relief Provided is Superior to Continued Litigation**

Rule 23(e)(2)(C)(i) and the first *Grinnell* factor support final approval, as courts consistently recognize that the expense, complexity, and possible duration of the litigation are key factors in evaluating the reasonableness of a settlement. *See In re Luxottica Grp. S.p.A. Secs. Litig.*, 233 F.R.D. 306, 310 (E.D.N.Y. 2006) ("Class 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."). As this Court has found, the greater the "complexity, expense and likely duration of the litigation," the stronger the basis for approving a settlement. *Meredith*, 87 F. Supp. 3d at 663; *see also In re JPMorgan Treasury Spoofing Litig.*, No. 1:20-cv-03515-PAE, Fairness Hearing Transcript, (S.D.N.Y. May 31, 2022) ("*Treasury Spoofing*") at 19. "Generally, unless the settlement is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with uncertain results." *In re LinkedIn User Priv. Litig.*, 309 F.R.D. 573, 587 (N.D. Cal. 2015).

The costs, risks, and delay of trial and appeal are significant in all data security cases, but particularly in cases involving facts such as these. While Plaintiffs are confident in the merits of their claims, the risks involved in prosecuting a class action through trial cannot be disregarded. Due at least in part to their cutting-edge nature and the rapidly evolving law, data security cases like this one generally face substantial hurdles—even just to make it past the pleading stage. *See*

*Hammond v. The Bank of N.Y. Mellon Corp.*, No. 08-cv-6060-RMB-RLE, 2010 WL 2643307, at \*1 (S.D.N.Y. June 25, 2010) (collecting data breach cases dismissed at the Rule 12(b)(6) or Rule 56 stage). Class certification is another hurdle that would have to be met—and one that has been denied in other data breach cases. *See, e.g., McGlenn v. Driveline Retail Merch., Inc.*, No. 18-cv-2097-SEM, 2021 WL 165121, at \*11 (C.D. Ill. Jan. 19, 2021); *In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21, 33 (D. Me. 2013). In fact, this District has recognized that the risk of maintaining a class through trial “weighs in favor of settlement where it is likely that defendants would oppose class certification if the case were to be litigated.” *In re GSE Bonds*, 414 F. Supp. 3d at 694; *see also In re AOL Time Warner, Inc. Sec. and “ERISA” Litig.*, No. 02-cv-5575-SWK, 2006 WL 903236, at \*12 (S.D.N.Y. Apr. 6, 2006) (“[T]he process of class certification would have subjected Plaintiffs to considerably more risk than the unopposed certification that was ordered for the sole purpose of the Settlement.”). Through the Settlement, Plaintiffs and Class Members gain significant benefits without having to face further risk.

#### **b. The Reaction of the Settlement Class**

“A positive reaction of the class to the proposed settlement favors its approval by the Court.” *Meredith*, 87 F. Supp. 3d at 663; *Treasury Spoofing* at 19-20. The class’s reaction to a proposed settlement is an important factor to be weighed in considering its fairness and adequacy. *See, e.g., Meredith*, 87 F. Supp. 3d at 663; *Maley v. Del Glob. Techs. Corp.*, 186 F. Supp. 2d 358, 362 (S.D.N.Y. 2002) (“It is well-settled that the reaction of the class to the settlement is perhaps the most significant factor to be weighed in considering its adequacy.” (citation omitted)); *Grinnell*, 495 F.2d at 462-63. That being said, “[a] certain number of objections are to be expected in a class action like this one with an extensive notice campaign and a potentially large number of class members. If only a small number of objections are received, that fact can be viewed as indicative

of the adequacy of the settlement.” *In re Visa Check/Mastermoney Antitrust Litig.*, 297 F.Supp.2d 503, 511 (E.D.N.Y. 2003) (quoting NEWBERG § 11.41, at 108 (holding that the “extremely small number of objectors—a mere 18 out of approximately five million Class members—weighs heavily in favor of final approval.”)); *see also, e.g., D’Amato v. Deutsche Bank*, 236 F.3d 78, 86-87 (2d Cir. 2001) (holding that “[t]he District Court properly concluded that this small number of objections [18 where 27,883 notices were sent] weighed in favor of the settlement”); *Dupler v. Costco Wholesale Corp.*, 705 F. Supp. 2d 231, 239 (E.D.N.Y. 2010) (“Of the 11,800,514 class members, only 127 opted out and 24 objected. Such a small number of class members seeking exclusion or objecting indicates an overwhelmingly positive reaction of the class.”); *Charron v. Pinnacle Group NY LLC*, 874 F. Supp. 2d 179, 190 (S.D.N.Y. 2012) (approving settlement in a RICO action as “fair, reasonable, and adequate to the class as a whole” where 26,000 tenants received the notice and 118 written objections were received, 141 elected to opt out, there was strident opposition from those who did object and the six named plaintiffs and class representatives did not support the settlement), *aff’d sub nom, Charron v. Wiener*, 731 F.3d 241 (2d Cir. 2013). *Cf. In re Countrywide Financial Corp Customer Data Sec. Breach Litig.*, No. 3:08-md-01998, 2010 WL 3341200, at \*7 (W.D. Ky. Aug. 23, 2010) (approving data breach settlement with 17 million class members, 2,943 opt outs and 89 objections). Here, the notice campaign resulted in 45,563 notices mailed directly to potential Class Members and notice via an internet website.

The reaction of Class Members to the Settlement has been overwhelmingly positive and weighs in favor of approval. The deadline to opt out of or object to the settlement was May 15, 2025. Of the 44,375 potential Class Members who received Notice, only two (2) have requested exclusion and only one (1) has objected. Conversely, 5,386 valid Settlement Class Members submitted claims (*i.e.*, 11.78% of the Settlement Class). These numbers suggest that the

overwhelming majority of Class Members are satisfied with the Settlement, weighing strongly in favor of approval of the Settlement. *See Charron*, 874 F. Supp. 2d at 198 (“The Court cannot help but conclude that the silence and acquiescence of 99% of the Class Members speaks more loudly in favor of approval than the strident objections of the 1% against it.”).

**c. Stage of the Proceedings and Amount of Discovery Completed**

The third *Grinnell* factor considers the amount of discovery completed, with a “focus[ ] on whether the plaintiffs obtained sufficient information through discovery to properly evaluate their case and to assess the adequacy of any settlement proposal.” *Fleisher v. Phx. Life Ins. Co.*, No. 11-cv-8405 and 14-cv-8714-CM, 2015 WL 10847814, at \*7 (S.D.N.Y. Sept. 9, 2015). While the case is early in litigation, the Parties’ negotiations included an exchange of information sufficient to allow both Parties to assess the claims and defenses at issue. 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. Early settlement where, as here, the Parties are adequately informed to negotiate is to be commended. *Castagna v. Madison Square Garden, L.P.*, 2011 WL 2208614, at \*6 (S.D.N.Y. June 7, 2011) (commending Plaintiffs’ attorneys for negotiating early settlement and avoiding hundreds of hours of legal fees); *In re Interpublic Sec. Litig.*, No. 02 Civ. 6527, 2004 WL 2397190, \*12 (S.D.N.Y. Oct. 26, 2004) (early settlements should be encouraged when warranted by the circumstances of the case).

**d. The Risks of Continued Litigation**

In assessing the fairness, reasonableness, and adequacy of a settlement, a court should also consider “the risks of establishing liability,” “the risks of establishing damages,” and “the risks of maintaining the class action through the trial.” *Grinnell*, 495 F.2d at 463. “[T]he Court [is not

required] to adjudicate the disputed issues or decide unsettled questions; rather, the Court need only assess the risks of litigation against the certainty of recovery under the proposed settlement.” *In re Payment Card Interchange Fee & Merc. Disc. Antitrust Litig.*, 330 F.R.D. 11, 36-37 (E.D.N.Y. 2019).

In assessing this factor, “the Court should balance the benefits afforded the Class, including the immediacy and certainty of a recovery, against the continuing risks of litigation.” *Flores v. Mamma Lombardi’s of Holbrook, Inc.*, 104 F. Supp. 3d 290, 303 (E.D.N.Y. 2015). Here, the risk of establishing liability and damages is substantial. Prior to the settlement, Defendant twice sought dismissal of this case in its entirety. Docs. 40 and 44. If the action had continued past a motion to dismiss, Plaintiffs would have moved for certification of the class. While Plaintiffs and Class Counsel believe that the Action is appropriate for class treatment, the outcome of a contested motion and future appeals of a certification order via Rule 23(f) are far from certain.

To emphasize this point, the Court need only look at two very high profile data breach cases: *In re Brinker Data Incident Litig.*, No. 3:18-cv-686-TJC-MCR (M.D. Fla.) and *In re Marriott Int’l Inc. Customer Data Sec. Breach Litig.*, No. 19-md-2879 (D. Md.). In both cases, plaintiffs were forced to re-litigate standing; partially lost *Daubert* motions to exclude some of their expert damages models supporting the motions; had the courts narrow the class definitions in order to grant any certification of a class; had the courts reject class certification of some of the claims and classes; and faced numerous, very serious issues on damages calculations, predominance and causation. *See Brinker Data Incident Litig.*, No. 3:18-cv-686-TJC-MCR, 2021 WL 1405508, at \*13 (M.D. Fla. Apr. 14, 2021) (noting that “if it becomes obvious at any time that the calculation of damages (including accounting for multiple data breaches) will be overly burdensome or individualized, the Court has the option to decertify the class”), vacated in part and



remanded *Green-Cooper v. Brinker Int'l, Inc.*, 73 F.4th 883 (11th Cir. 2023), *Theus v. Brinker Int'l, Inc.*, No. 3:18-CV-686-TJC-MCR, 2025 WL 1786346, at \*4 (M.D. Fla. June 27, 2025) (denying class certification on negligence claim on remand); *In re Marriott Int'l Inc. Customer Data Sec. Breach Litig.*, No. 19-md-2879, 2022 WL 1396522, at \*24 (D. Md. May 3, 2022) (approving only the overpayment damages theory where the information necessary to calculate damages is “objective and administrative in nature” and holding if the individual inquiries metastasize to an impermissible level, the court could modify the order, create subclasses, bifurcate liability and damages or decertify the class). Moreover, even if the class was certified, there is always the risk or possibility of decertification. *See In re Marriott Int'l, Inc.*, 78 F.4th 677, 680 (4th Cir. 2023) (decertifying classes and remanding), *In re Marriott Int'l Customer Data Sec. Breach Litig.*, No. 19-MD-2879, 2023 WL 8247865, at \*1 (D. Md. Nov. 29, 2023) (recertifying class on remand), *Maldini v. Marriott Int'l, Inc.*, No. 24-1064, 2025 WL 1560372, at \*1 (4th Cir. June 3, 2025) (reversing certification a second time).

The Settlement avoids any uncertainty with respect to this issue. The risks of continued litigation here are at the highest level and there is a genuine possibility that Plaintiffs could have failed to establish liability, damages and class certification through summary judgment and trial. These risks all support the approval of a settlement ending this litigation. *See Meredith*, 87 F. Supp. 3d at 664-65; *Giant Interactive*, 279 F.R.D. at 162.

#### **e. The Ability of Defendant to Withstand Greater Judgment**

The financial obligation the Settlement imposes on Defendant is substantial. While Defendant could withstand a greater judgment than the amount paid in settlement, “[a] defendant is not required to ‘empty its coffers’ before a settlement can be found adequate.” *Meredith Corp. v. SESAC, LLC*, 87 F. Supp. 3d at 665) and *Giant Interactive*, 279 F.R.D. at 162 (quoting *In re*

*Sony SCRD Rear Projection Television Class Action Litig.*, No. 06-cv-5173-RPP, 2008 WL 1956267, at \*8 (S.D.N.Y. May 1, 2008)). The possibility that Defendant could have sustained a greater judgment is not determinative of substantive fairness or unfairness, ““where, as here, other *Grinnell* factors weigh in favor of approval, this factor alone does not suggest the settlement is unfair.”” *Meredith*, 87 F. Supp. 3d at 665 and *Giant Interactive*, 279 F.R.D. at 162. As a matter of law, the ability to withstand a greater judgment does not “standing alone ... suggest that settlement is unfair.” *In re Austrian & German Bank Holocaust Litig.*, 80 F. Supp. 2d 164, 178 n.9 (S.D.N.Y. 2000) (citations omitted)).

**f. The Reasonableness of the Settlement Amount in Light of the Best Possible Recovery and the Risks of Litigation**

The eighth and ninth *Grinnell* factors—the reasonableness of the settlement in light of the best possible recovery and the risks of litigation—also weigh in favor of approving the Settlement. As the Second Circuit has explained, there is “a range of reasonableness with respect to a settlement” that “recognizes the uncertainties of law and fact in any particular case and the concomitant risks and costs necessarily inherent in taking any litigation to completion.” *Treasury Spoofing* at 25 (quoting *Newman v. Stein*, 464 F.2d 689, 693 (2d Cir. 1972)). As this Court has noted, the adequacy of the amount achieved in the settlement should not be judged on the best of all possible worlds, but rather in light of the strengths and weaknesses of the case. *Meredith*, 87 F. Supp. 3d at 665-66.

The Settlement here is well within the range of reasonableness in light of the risks presented by this litigation. The gravamen of the litigation is Plaintiffs’ contention that Defendant violated its duty to Plaintiffs and the Class by failing to undertake reasonable security measures, leading to the exposure of their personal information. The remediation measures to be continued by Defendant will prevent and mitigate further harm. Furthermore, the cash compensation to which

eligible Class Members will be entitled is significant relative to economic damages incurred. Notably, out of this Settlement Class of over 45,000, only 37 Settlement Class Members filed claims for Documented Monetary Losses, and only four (4) of those claims have been even partially approved to date. EAG Decl. ¶ 15, Table 3. In short, further litigation against Defendant would be time-consuming, expensive, and, given the risks associated with data privacy cases in general and this case specifically, might not result in a greater benefit to the Settlement Class than that provided by the Settlement.

**g. The Remaining Rule 23(e)(2) Factors Support Final Approval**

In evaluating the Settlement, Rule 23(e)(2) instructs courts to also consider: (i) the effectiveness of the proposed method of distributing the relief provided to the class, including the method of processing class-member claims; (ii) the terms of any proposed award of attorneys' fees, including the timing of payment; (iii) any other agreement made in connection with the proposed settlement; and (iv) whether class members are treated equitably relative to each other. Rule 23(e)(2)(C)(ii)-(iv) & (e)(2)(D). These factors also support final approval of the Settlement.

*First*, the proposed method of claims processing ensures equitable treatment of Settlement Class Members. *See* Rule 23(e)(2)(C)(ii) & (e)(2)(D). The Net Settlement Fund will be allocated to Settlement Class Members who submit valid Claim Forms. The Court-approved Settlement Administrator, EAG, has been reviewing and processing all Claim Forms received, will provide claimants with an opportunity to cure any deficiency in their submissions, and will distribute funds to eligible Settlement Class Members. *See generally* EAG Decl.. Importantly, none of the Settlement proceeds will revert to Defendant. No other agreement was made in connection with the proposed Settlement.

*Second*, the relief provided by the Settlement remains adequate upon consideration of the terms of the proposed award of attorneys' fees, including the timing of any such Court-approved payments. *See* Rule 23(e)(2)(C)(iii). As discussed in their Memorandum of Law in Support of Plaintiffs' Motion for Attorneys' Fees, Reimbursement of Expenses, and Service Awards to the Class Representatives, (Doc. 61), the requested fee, to be paid only upon the Court's approval, is reasonable in light of the efforts devoted by Plaintiffs' Counsel, the very favorable recovery obtained for the Settlement Class, and the significant risks Settlement Class Counsel shouldered at every step. The requested fee is also in line with attorneys' fee percentages awarded to counsel in other comparable class action settlements in this Circuit. *See Meredith Corp.*, 87 F. Supp. 3d at 668 (noting "in numerous common fund cases, fees have been awarded that represent one-third of the settlement fund" and collecting cases).

For the reasons set forth above, the Settlement is fair, reasonable, and adequate when evaluated under any standard or set of factors and, therefore, warrants the Court's final approval.

#### **B. The Court Should Certify the Settlement Class**

Certification of a settlement class "has been recognized throughout the country as the best, most practical way to effectuate settlements involving large numbers of claims by relatively small claimants." *Meredith*, 87 F. Supp. 3d at 658 (quoting *In re Prudential Sec. Inc. Ltd. P'ships Litig.*, 163 F.R.D. 200, 205 (S.D.N.Y. 1995)). When the Court preliminarily approved the Settlement, it found that the Settlement Class preliminarily satisfied the requirements of Rules 23(a) and (b)(3). (Doc. 58, ¶ 3). There have been no changes that would undermine the Court's initial determination. *See In re Bear Stearns Cos., Inc. Sec., Derivative and ERISA Litig.*, 909 F. Supp. 2d 259, 264 (S.D.N.Y. 2012) (finally approving settlement where there "have been no material changes to alter the proprietary of [the court's] findings" at the preliminary approval stage).

For the same reasons previously argued (Doc. 49), the Court should grant final certification of the Class for purposes of the Settlement. Bolstering Class Representatives' earlier arguments in support of certification of the Settlement Class is the fact that Notices were sent to 45,726 potential Class Members. *See* EAG Decl. ¶ 14. Thus, the size of the potential Class easily satisfies the numerosity requirement under Rule 23(a).

The adequacy requirement of Rule 23(a)(4) involves an inquiry as to whether: (1) the plaintiffs' interests are antagonistic to the interests of the other members of the Class; and (2) plaintiffs' counsel are qualified, experienced, and capable of conducting the litigation. As this Court found in *Giant Interactive*, the very small number of objectors and opt outs, as well as the above-average recovery in this case compared to other data breach cases, supports the Court finding the answers to these questions are no and yes, respectively. *Giant Interactive*, 279 F.R.D. at 159. "The fact that the vast majority of class members neither objected nor opted out is a strong indication that the proposed settlement is fair, reasonable, and adequate." *Wright v. Stern*, 553 F. Supp. 2d 337, 345 (S.D.N.Y. 2008).

Accordingly, Plaintiffs respectfully request that the Court finally certify the Settlement Class under Rules 23(a) and (b)(3) for purposes of effectuating the Settlement.

### **C. Notice To the Settlement Class Satisfied Rule 23 and Due Process**

Rule 23(e)(1) provides that "[t]he court must direct notice in a reasonable manner to all class members who would be bound by the [settlement]." FED. R. CIV. P. 23(e)(1)(B). The standard for the adequacy of notice to the class is reasonableness. FED. R. CIV. P. 23(c)(2)(B) (for actions certified under Rule 23(b)(3), "the court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort."). "There are no rigid rules to determine whether a settlement notice to the class satisfies constitutional or Rule 23(e) requirements; the settlement notice must

‘fairly apprise the prospective members of the class of the terms of the proposed settlement and of the options that are open to them in connection with the proceedings.’” *Wal-Mart*, 396 F.3d at 114. The Settlement Class Members have received adequate notice and have been given sufficient opportunity to weigh in on or exclude themselves from the Settlement.

Plaintiffs have provided the Settlement Class with adequate notice of the Settlement. CAFA notice was timely sent in accordance with the statute. EAG Decl. ¶ 5. Direct mail notice was sent by EAG, and after all remailings reached 97.05% of the Settlement Class Members. *Id.* ¶¶ 7-9, 14. This meets and exceeds the 70% threshold for satisfying due process articulated in the Federal Judicial Center Guidelines and the requirements of Rule 23. *Id.* ¶ 14. Direct notice was supplemented with the Settlement website, post office box, dedicated toll-free hotline, and email support. The robust 11.78% claims rate is evidence of the effectiveness of the Notice Plan.

The Notice Plan, as well as the mailed notice and website notice, satisfy due process. *See, e.g., In re Mexican Gov’t Bonds Antitrust Litig.*, No. 18-cv-02830-JPO, 2021 WL 5709215, at \*2 (S.D.N.Y. Oct. 28, 2021) (holding similar notice plan satisfied “due process”). The Supreme Court has consistently found that mailed notice satisfies the requirements of due process. *See, e.g., Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 319 (1950). The mailed notice and website notice are written in clear and concise language, and reasonably conveyed the necessary information to the average class member. *See Wal-Mart*, 396 F.3d at 114. Settlement Class Members have been afforded a full and fair opportunity to consider the proposed Settlement, exclude themselves from the Settlement, and respond and/or appear in Court. The Class Notice fully advised Class Members of the binding effect of the judgment on them. (Doc. 51-2).

The content disseminated through this Notice campaign was more than adequate. *See Hall v. ProSource Techs., LLC*, No. 14-cv-2502-SIL, 2016 WL 1555128, at \*5 (E.D.N.Y. Apr. 11, 2016)

(finding notice sufficient where it “described essential and relevant information in plain terms, including . . . the terms of the Settlement Agreement . . . and the various rights of potential class members, such as the right to opt out of the Settlement Class or object to the instant Final Approval Motion”).

In sum, this individual first-class mail to Class Members who could be identified with reasonable effort and publication on an internet website was “the best notice that is practicable under the circumstances.” Rule 23(c)(2)(B). Comparable notice programs are routinely approved by Courts in this Circuit. *See, e.g., In re LIBOR-Based Fin. Instruments Antitrust Litig.*, No. 11-md-2262 and 12-cv-5822-NRB, 2020 WL 6290596, at \*3 (S.D.N.Y. Oct. 27, 2020).

**D. The lone objection lacks merit and should be overruled.**

Only one class member filed an objection to the Settlement. That objection is attached to the EAG Declaration as Exhibit F. The hand-written objection states: “The grounds for my objection are that the potential risk for identity theft which could lead to financial losses that far exceed the Settlement offer.” See EAG Decl. Ex. F. The objection contains three fatal flaws.

First, as the Court is aware from its own questions in connection with preliminary approval, there was a question about whether the data compromised in the Data Incident would be sensitive enough to create a high risk of costly identity theft, including in comparison to other sets of data elements that could be compromised. *See* Doc. 55.

Second, Class Counsel obtained a settlement on behalf of the Settlement Class that provides excellent benefits and a large, non-reversionary settlement fund that is superior to many other data breach settlements that have been finally approved. The “per person” amount of this Settlement is \$21.61 (\$990,000 divided by 45,798). This is far greater than the per person recovery in a number of finally approved data breach settlements with similar sized classes where Social Security numbers were involved, including for example the following:

- A. *In re Mondelez Data Breach Litigation*, Master File No.: 1:23-cv-03999 (N.D. Ill.)  
\$750,000 common fund for 53,000 class members, \$14.15 per person
- B. *Henrix v. Marshall & Melhorn*, No. 3:23-cv-1181 (N.D. Ohio)  
\$800,000 common fund for 47,000 class members, \$17.02 per person
- C. *Lutz v. Electromed, Inc.* No. 21-cv-2198-KMM-DTS (D. Minn.)  
\$825,000 common fund for 47,000 class member, \$17.55 per person
- D. *May v. Five Guys Enters., LLC*, No. 1:23-cv-00029-CMH-JFA (E.D. Va.)  
\$700,000 common fund for 37,922 class members, \$18.46 per person

Third, the Objection is “tantamount to complaining that the settlement should be better, which is *not a valid objection*.” *Browning v. Yahoo! Inc.*, No. 04-cv-01463, 2007 WL 4105971, \*5 (N.D. Cal. Nov. 16, 2007) (emphasis added) (citing *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998)); *see also In re Equifax Inc. Customer Data Sec. Breach Litig.*, No. 17-md-2800, 2020 WL 256132, \*15 (N.D. Ga. Mar. 17, 2020) at \*15 (“Objections that the settlement fund is too small for the class size, or that [the defendant] should be required to pay more, do not take into account the risks and realities of litigation, and are not a basis for rejecting the settlement.”); *Schulte v. Fifth Third Bank*, 805 F.Supp.2d 560, 595 (N.D. Ill. 2011) (same).

Any class action settlement—no matter how well negotiated and no matter how generous to the settling class—can be criticized as “inadequate.” No settlement is immune from a complaint that “it is not enough” or “it should be better.” It is not possible for a settlement of this size and scope to satisfy each and every Class Member. To the extent that Class Members like the Objector here are unhappy with the relief provided and believe that they are entitled to additional compensation, they were provided an opportunity to simply opt out of the Settlement and pursue claims individually. *Saccoccio v. JP Morgan Chase Bank, N.A.*, 297 F.R.D. 683, 700 (S.D. Fla. 2014) (“[T]o the extent that these objectors believe that they are entitled to additional relief due to unique cases, they were entitled to opt out of the settlement.”).



The Objector's final argument is thus nothing more than a complaint that this settlement amount is not enough. The solution for this Objector, however, was to opt out, as arguing a settlement is "not enough" is not a valid basis for an objection. *See, e.g. In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 321 (N.D. Cal. 2018) (overruling twenty-eight (28) objections that claimed "the Settlement is too low or otherwise insufficient" and stating "the positive response from the Class favors approval of the Settlement."); *Snyder v. Ocwen Loan Servicing, LLC*, No. 14-cv-8461, 2019 WL 2103379, at \*9 (N.D. Ill. May 14, 2019) (overruling various objectors because "objectors' reservations about the amount of the settlement could have been resolved by simply opting out of the class and filing separate suit"); *Kolinek v. Walgreen Co.*, 311 F.R.D. 483, 497 (N.D. Ill. 2015) (overruling twenty (20) objections that claimed the settlement was inadequate because "[a] class action solves this problem by aggregating the relatively paltry potential recoveries into something worth someone's (usually an attorney's) labor.").

The lone objection lacks merit and should be overruled, particularly in light of the overwhelmingly positive response to this Settlement from the remainder of the Class.

## V. CONCLUSION

Plaintiffs have negotiated a fair, adequate, and reasonable Settlement that guarantees Settlement Class Members significant benefits in the form of monetary compensation, credit monitoring, and equitable relief. Based on the above reasons, Plaintiffs respectfully request that the Court enter an order granting final approval to the Settlement: (a) certifying the Settlement Class; (b) appointing Efsathios Maroulis, William Colley, Russell DeJulio, Alice Bruce, and Ildar Gaifullin as Settlement Class Representatives; (c) appointing David Lietz of Milberg Coleman Bryson Phillips Grossman, PLLC and Jonathan S. Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C. as Class Counsel; and (d) awarding one-third (33.33%) of the Common Fund, or \$330,000.00 as attorneys' fees, approving reimbursement of expenses in the amount of

\$15,278.13; and approving Service Awards of \$5,000.00 each (\$25,000.00 total) for the Class Representatives.

Date: July 8, 2025

Respectfully submitted,

/s/ David K. Lietz

David K. Lietz

**MILBERG COLEMAN BRYSON PHILLIPS  
GROSSMAN, PLLC**

5335 Wisconsin Avenue NW, Suite 440

Washington, D.C. 20015-2052

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Jonathan S. Mann

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

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Birmingham, AL 35203

Tel.: (205) 322-8880

jonm@pittmandutton.com

*Class Counsel and Counsel for Plaintiffs*

# **EXHIBIT A**

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

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

No. 24-CV-4221 (JMF)

CLASS ACTION  
-----X

**DECLARATION OF ELENA MACFARLAND REGARDING THE STATUS OF  
NOTICE AND SETTLEMENT ADMINISTRATION**

I, Elena MacFarland, hereby declare and state as follows:

**I. INTRODUCTION**

1. I am a Project Manager for the Court-appointed Settlement Administrator<sup>1</sup>, Eisner Advisory Group, LLC (“EAG”), a full-service administration firm providing legal administration services, including the design, development, and implementation of unbiased complex legal notification programs. As the Project Manager, I am personally familiar with the facts set forth in this Declaration.

2. I am over the age of 21. Except as otherwise noted, the matters set forth in this Declaration are based upon my personal knowledge, information received from the Parties in this proceeding, and the information provided by other experienced employees working under my supervision.

**II. BACKGROUND**

3. On February 19, 2025, the Court entered its order preliminarily approving the Settlement Agreement and appointing EAG as the Settlement Administrator. Preliminary

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<sup>1</sup> All capitalized terms not otherwise defined in this document shall have the meaning ascribed to them in the Settlement Agreement.

Approval Order, ¶10. After the Court’s preliminary approval of the Settlement, EAG began to implement and coordinate the Notice Program.

4. I submit this Declaration to evidence EAG’s compliance with the terms of the Settlement Agreement and Preliminary Approval Order, and detail EAG’s execution of its role as the Settlement Administrator.

### III. CLASS ACTION FAIRNESS ACT NOTICE (“CAFA”)

5. On December 23, 2024, pursuant to 28 U.S.C. §1715(b), EAG, on behalf of the Defendant, caused notice of this settlement and related materials to be sent to the Attorneys General of all U.S. states, District of Columbia, Puerto Rico, as well as the Attorney General of the United States. As of July 2, 2025, EAG has not received any objection from any Attorney General. A copy of the CAFA Notice and status of delivery are attached hereto as **Exhibit A**.

### IV. NOTICE PROGRAM EXECUTION

6. **Notice Database.** EAG maintains a database of 45,726 Settlement Class Members which was used to effectuate the Notice campaign as outlined within the Settlement Agreement. On December 24, 2024, EAG received the Class List from the Defendant’s Counsel in the form of an Excel file, containing to the extent available, name, mailing address, email address, and phone number for each Settlement Class Member for a total of 45,798 records. After deduplicating the data, EAG determined that a total of 45,726 unique records exist in the class data (the “Class Notice List”).

7. **Direct Mail Notice.** EAG coordinated and caused the Postcard Notice to be mailed via First-Class Mail to Settlement Class Members for which a mailing address was available from the class data. The Postcard Notice included (a) a “tear-off” Claim Form with prepaid return postage, (b) the web address to the case website for access to additional information, (c) rights and options as a Settlement Class Member and the dates by which to act on those options, and (d) the date of the Final Approval Hearing. The Notice mailing commenced on March 21, 2025, in accordance with the Preliminary Approval Order. A true and correct copy of the Postcard Notice

is attached hereto as **Exhibit B**.

8. Prior to the mailing, all mailing addresses were checked against the National Change of Address (NCOA) database maintained by the United States Postal Service (“USPS”). In addition, the addresses were certified via the Coding Accuracy Support System (CASS) to ensure the quality of the zip code and verified through Delivery Point Validation (DPV) to verify the accuracy of the addresses. Of the 45,700 Settlement Class Members with mailing address information sufficient to attempt the Postcard Notice mailing, 137 records did not successfully pass the address validation procedures noted above.

9. **Mailed Notice Delivery.** In the initial mailing campaign, EAG executed Postcard Notice mailings to 45,563 Settlement Class Members that passed address validation. EAG executed skip tracing on the 137 records that did not pass address validation and was able to mail the Postcard Notice to an additional 60 Settlement Class Members. EAG also executed supplemental mailings for 1,686 Settlement Class Members for which the initial Postcard Notice was not deliverable but for which EAG was able to obtain an alternative mailing address through (1) forwarding addresses provided by the USPS, or (2) skip trace searches using a third-party vendor database. Mail notice delivery statistics are detailed in paragraph 14 below.

10. **Settlement Post Office Box.** EAG maintains the following Post Office Box for the Settlement Program:

Christie’s Settlement Administrator  
P.O. Box 3678  
Baton Rouge, LA 70821

This P.O. Box serves as a location for the USPS to return undeliverable program mail to EAG and for Settlement Class Members to submit exclusion requests, Claim Forms, and other settlement-related correspondence. The P.O. Box address appears prominently in all Notices, the Claim Form, and in multiple locations on the Settlement Website. EAG monitors the P.O. Box daily and uses a dedicated mail intake team to process each item received.

11. **Settlement Website.** On March 19, 2025, EAG published the Settlement Website,

[www.ChristiesDataSettlement.com](http://www.ChristiesDataSettlement.com). Visitors to the Settlement Website can download the Long Form Notice, Claim Form, as well as Court Documents, such as the Class Action Complaint, the Settlement Agreement, Plaintiffs' motions, Orders of the Court, and other relevant documents. A true and correct copy of the Long Form Notice is attached hereto as **Exhibit C**, with a copy of the Claim Form as **Exhibit D**. Visitors to the Settlement Website are also able to submit claims electronically, find answers to frequently asked questions (FAQs), important dates and deadlines, and contact information for the Settlement Administrator. As of July 2, 2025, the Settlement Website received 15,080 unique visitors and 41,065 page views.

12. **Dedicated Toll-Free Hotline.** EAG established a dedicated toll-free telephone number, 1-844-935-0003 (the "Toll-Free Number"), which is available twenty-four hours a day, seven days a week. Settlement Class Members can call and interact with an interactive voice response system ("IVR") that provides important settlement information and offers the option to leave a voice message to address specific requests or issues and receive a call back from the Settlement Administrator. The Toll-Free Number appears in all Notices, as well as in multiple locations on the Settlement Website, and will remain active through the close of this Settlement Program.

13. **Email Support.** EAG established an Email address, [info@ChristiesDataSettlement.com](mailto:info@ChristiesDataSettlement.com), to provide an additional option for Settlement Class Members to address specific questions and requests to the Settlement Administrator for support.

## V. NOTICE PROGRAM REACH

14. **Notice Reach Results.** Through the Notice procedures outlined above, EAG attempted to send direct notice to 45,623 (99.77%) Settlement Class Members. As of July 2, 2025, the Notice Program reached a total of 44,375 (97.05%) of Settlement Class Members<sup>2</sup>. Table 1 below provides an overview of dissemination results and reach statistics for the Notice Program.

---

<sup>2</sup> A Settlement Class Member is considered "reached" by direct Notice if a Postcard Notice mailed to the Settlement Class Member has not been returned by the USPS as undeliverable.

The method of notice dissemination implemented by this Settlement, and the Court's Preliminary Approval Order, provided effective notice of the Settlement, as supported by the Notice reach rate of 97.05%, adhered to Fed. R. Civ. P. 23, followed the guidance set forth in the Federal Judicial Center (FJC) guidance, and met the requirements of due process.

<b>Table 1: Notice Dissemination Statistics</b>		
<b>Description</b>	<b>Volume of Class Members</b>	<b>Percentage of Class Members</b>
Class Members	45,726	100.0%
<b>Initial Notice Mailing</b>		
(+) Total Postcard Notices Mailed	45,623	99.77%
(-) Total Postcard Notices Returned as Undeliverable	2,651	5.80%
<b>Supplemental Notice Mailing</b>		
(+) Total Postcard Notices Re-Mailed	1,686	3.69%
(-) Total Postcard Notices Returned as Undeliverable	283	0.62%
<b>Direct Notice Program Reach</b>		
<b>(=) Received Direct Notice</b>	<b>44,375</b>	<b>97.05%</b>

## VI. CLAIM ACTIVITY

15. **Claim Intake and Processing.** Settlement Class Members could submit claims online by visiting the Settlement Website or by mailing a Claim Form to the Settlement Administrator. The online claim submission feature became available on the Settlement Website beginning March 19, 2025. As of July 2, 2025, EAG has received a total of 5,819 claim submissions, of which 5,386 claims have been determined to be non-duplicative and from Settlement Class Members, representing a claims rate of 11.78% based on the total number of Settlement Class Members. Table 2 below provides summary statistics of claim submissions received. Table 3 below provides a summary of approved claims and estimated awards by category as of July 2, 2025. If Attorneys' Fees, Expenses, and Service Awards are approved as requested in the Plaintiffs' Motion for an Award of Attorneys' Fees, Reimbursement of Expenses, and Service Awards to Class Representatives, filed on May, 6, 2025, factoring in the costs of



notice and administration, and the number of claims approved to date, EAG anticipates for Cash Payments to Settlement Class Members to be reduced pro rata. The deadline for Settlement Class Members to submit a claim was June 19, 2025. EAG will continue to intake and analyze claims mailed to the Settlement P.O. Box, postmarked by the Claims Deadline.

<b>Table 2: Claims Statistics</b>	
<b>Description</b>	<b>Volume (#)</b>
<b>Total Claims Received</b>	<b>5,819</b>
(-) Duplicate Claims Identified	98
(-) Invalid Claims – Not a Class Member	335
<b>(=) Net Claims Received</b>	<b>5,386</b>

<b>Table 3: Approved Claims Summary</b>	
<b>Claim Form Category</b>	<b>Approved</b>
Number of Documented Monetary Loss Claims	4
Total Documented Monetary Losses (\$)	\$1,127.86
Number of Credit Monitoring Claims	2,817
Total Credit Monitoring Claims (\$)	\$30,026.02
Number of California Statutory Payment Claims	835
Total California Statutory Payment Claims (\$)	\$83,500.00
Number of Pro Rata Cash Payment Claims	5,102
Total Pro Rata Cash Payment Claims, Adjusted to \$82.99 (\$)	\$423,414.98
<b>Total (\$)</b>	<b>\$538,068.86</b>

## **VII. EXCLUSIONS AND OBJECTIONS**

16. **Exclusions (Opt-Outs) Received.** The deadline for Settlement Class Members to request to be excluded from the Settlement was May 20, 2025. EAG has received two (2) exclusion requests from Settlement Class Members as of July 2, 2025, which have been provided to the Parties in this Action. A list of individuals who have timely requested exclusion from the Settlement is attached hereto as **Exhibit E**.

17. **Settlement Objections.** Preliminary Approval Order directs that any Settlement Class Member who has not submitted a timely request for exclusion may object to the Settlement

Agreement by submitting a timely notice of his or her objection to the Settlement Administrator. Preliminary Approval Order, ¶8. The deadline to object to the Settlement was May 20, 2025. EAG has received one (1) objection from a Settlement Class Member as of July 2, 2025. A copy of the objection is attached hereto as **Exhibit F**.

**VIII. CERTIFICATION**

I, Elena MacFarland, declare under the penalty of perjury that the foregoing is true and correct. Executed on this 2<sup>nd</sup> day of July, 2025, in Baton Rouge, Louisiana.

A handwritten signature in black ink that reads "Elena MacFarland". The signature is written in a cursive, flowing style.

---

Elena MacFarland

# **Exhibit A**

## **CAFA Notice**



8550 United Plaza Blvd., Ste. 1001 — Baton Rouge, LA 70809  
 225-922-4600 Phone — 225-922-4611 Fax — [eisneramper.com](http://eisneramper.com)

December 20, 2024

**By Certified Mail**

Federal and State Officials  
 as listed in Attachment 1

**Re: NOTICE UNDER THE CLASS ACTION FAIRNESS ACT OF 2005, 28 U.S.C. § 1715(b),**  
*In re Christie's Data Breach Litigation*, Case No. 1:24-cv-04221

Dear Sir or Madam:

I send this letter and the enclosed disc to you on behalf of the Parties to the action referenced above (the "Parties") regarding the Motion for Preliminary Approval of Class Action Settlement filed on December 13, 2024. This communication constitutes the notice required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b) ("CAFA").

The proposed Settlement resolves the class action lawsuits brought by Efstathios Maroulis, William Colley, Russell DeJulio, Alice Bruce, and Ildar Gaifullin ("Plaintiffs") against Defendant Christie's Inc. ("Christie's" or "Defendant"). The consolidated class action arises out of the data breach that was discovered by the Defendant on or around May 8, 2024 (the "Data Breach"). Plaintiffs brought this lawsuit against the 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 Settlement Agreement, if approved by the Court, will establish a Settlement Class defined as: all persons residing in the United States whose Private Information (as defined in the Settlement Agreement) was compromised as a result of the Data Breach and who were sent notice of the Data Breach.

In accordance with 28 U.S.C. § 1715(b), the enclosed disc includes:

- a. Exhibit 1: A copy of the Class Action Complaint, filed on June 3, 2024;
- b. Exhibit 2: A copy of the Consolidated Class Action Complaint, filed on August 19, 2024;
- c. Exhibit 3: A copy of the First Amended Consolidated Class Action Complaint, filed on October 7, 2024;
- d. Exhibit 4: A copy of the Settlement Agreement, filed on December 13, 2024, including the Class Notice Documents as Exhibits A-C;
- e. Exhibit 5: A copy of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, filed on December 13, 2024;
- f. Exhibit 6: Per 28 U.S.C. §§ 1715(b)(7)(A)-(B), a count of class members by state.

The proposed Settlement establishes a non-reversionary common fund of \$990,000.00. 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) two years of credit monitoring and identity theft restoration services. California Settlement Class Members can obtain an additional maximum cash payment of \$100.00 (decreased pro rata) given their potential



8550 United Plaza Blvd., Ste. 1001 — Baton Rouge, LA 70809  
225-922-4600 Phone — 225-922-4611 Fax — [eisneramper.com](http://eisneramper.com)

statutory claims under the California Consumer Privacy Act. The Settlement also provides injunctive relief whereby Defendant agrees to implement enhanced data security measures to the extent not already done. 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. Defendant will pay for these enhanced data security measures separate and apart from other benefits under the Settlement.

No hearing on Plaintiffs' Motion for Preliminary Approval of the Class Action Settlement has been scheduled before the Honorable Jesse M. Furman of the United States District Court for the Southern District of New York, at the Thurgood Marshall United States Courthouse, 40 Foley Square, New York, NY 10007. No other hearings have yet been scheduled.

There are no other agreements between Class Counsel and counsel for Defendant, there are no final judgments in this matter, and there are no written judicial opinions relating to the materials described under 28 U.S.C. §§ 1715(b)(3)-(6).

Thank you for your attention to this matter. If you have any question about this notice or the enclosed materials, please contact us.

Sincerely,

A handwritten signature in black ink that reads "Elena MacFarland".

Elena MacFarland  
Eisner Advisory Group, LLC, *Settlement Administrator*  
*In re Christie's Data Breach Litigation*

cc by email



8550 United Plaza Blvd., Ste. 1001 — Baton Rouge, LA 70809  
225-922-4600 Phone — 225-922-4611 Fax — [eisneramper.com](http://eisneramper.com)

Jonathan S. Mann  
**PITTMAN, DUTTON, HELLUMS, BRADLEY &  
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**MILBERG COLEMAN BRYSON  
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5335 Wisconsin Ave. NW, Ste. 440  
Washington, D.C. 20015  
Email: [dlietz@milberg.com](mailto:dlietz@milberg.com)

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

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Sean M. Topping  
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[sean.topping@nortonrosefulbright.com](mailto:sean.topping@nortonrosefulbright.com)

*Attorneys for Defendant  
Christie's Inc.*

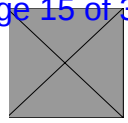
CAFA Notice Service List						
In re Christie's Data Breach Litigation, Case No. 24-cv-4221						
Address1	Address2	Address3	City	State	Zip	Delivery Date
1031 W. 4th Avenue, Suite 200			Anchorage	AK	99501-1994	1/6/2025
501 Washington Avenue	PO Box 300152		Montgomery	AL	36104	1/2/2025
323 Center Street, Suite 200			Little Rock	AR	72201-2610	12/31/2024
2005 N Central Ave			Phoenix	AZ	85004-2926	12/27/2024
455 Golden Gate Avenue, Suite 11000			San Francisco	CA	94102	12/30/2024
Ralph L. Carr Colorado Judicial Center	1300 Broadway, 10th Floor		Denver	CO	80203	12/27/2024
165 Capitol Avenue			Hartford	CT	06106	12/30/2024
441 4th Street NW, Suite 1100S			Washington	DC	20001	12/27/2024
950 Pennsylvania Ave, NW			Washington	DC	20530-0001	1/3/2025
820 North French Street	6th Floor		Wilmington	DE	19801	1/15/2025
The Capitol	PL-01		Tallahassee	FL	32399-1050	1/3/2025
40 Capitol Square SW			Atlanta	GA	30334	1/2/2025
425 Queen Street			Honolulu	HI	96813	1/14/2025
Hoover State Office Building	1305 East Walnut Street		Des Moines	IA	50319	12/30/2024
954 West Jefferson Street, 2nd floor	PO Box 83720		Boise	ID	83720-0010	12/27/2024
100 West Randolph Street			Chicago	IL	60601	1/10/2025
Indiana Government Center South	302 West Washington Street, 5th Floor		Indianapolis	IN	46204	1/6/2025
120 SW 10th Ave, 2nd Floor			Topeka	KS	66612-1597	1/10/2025
700 Capitol Avenue, Suite 118			Frankfort	KY	40601-3449	1/2/2025
PO Box 94005			Baton Rouge	LA	70804	12/27/2024
One Ashburton Place			Boston	MA	02108	12/30/2024
200 St. Paul Place			Baltimore	MD	21202	1/2/2025
6 State House Station			Augusta	ME	04333	12/30/2024
G. Mennen Williams Building	525 West Ottawa Street	PO Box 30212	Lansing	MI	48909	3/24/2025
445 Minnesota Street, Suite 1400			St Paul	MN	55101-2131	12/31/2024
Supreme Court Building	207 West High Street		Jefferson City	MO	65102	12/30/2024
Walter Sillers Building	550 High Street, Suite 11		Jackson	MS	39201	12/31/2024
Justice Building Third Floor	215 North Sanders		Helena	MT	59601	12/30/2024
114 West Edenton Street			Raleigh	NC	27603	12/27/2024
State Capitol	600 East Boulevard Avenue, Dept. 125		Bismarck	ND	58505	12/27/2024
2115 State Capitol	PO Box 98920		Lincoln	NE	68509	12/27/2025
33 Capitol Street			Concord	NH	03301	12/30/2024
RJ Hughes Justice Complex	25 Market Street	PO BOX 080	Trenton	NJ	08625-0080	12/30/2024
201 3rd St NW, Suite 300			Albuquerque	NM	87102	12/26/2024
Old Supreme Court Building	100 North Carson Street		Carson City	NV	89701	12/27/2024
The Capitol			Albany	NY	12224-0341	12/30/2024
State Office Tower	30 East Broad Street, 14th Floor		Columbus	OH	43215	12/27/2024
313 NE 21st Street			Oklahoma City	OK	73105	1/3/2025
1162 Court Street NE			Salem	OR	97301-4096	1/2/2025
16th Floor, Strawberry Square			Harrisburg	PA	17120	12/26/2024
PO Box 9020192			San Juan	PR	00902-0192	1/18/2025
150 South Main Street			Providence	RI	02903	12/30/2024
PO Box 11549			Columbia	SC	29211-1549	12/30/2024
1302 E. Highway 14, Suite 1			Pierre	SD	57501-8501	1/2/2025
PO Box 20207			Nashville	TN	37202	12/30/2024
Capitol Station	PO Box 12548		Austin	TX	78711-2548	3/17/2025
Utah State Capitol Complex	350 North State Street, Suite 230		Salt Lake City	UT	84114-2320	12/31/2024
202 North Ninth Street			Richmond	VA	23219	1/2/2025
109 State Street			Montpelier	VT	05609	1/8/2025
1125 Washington Street SE	PO Box 40100		Olympia	WA	98504-0100	1/3/2025
PO Box 7857			Madison	WI	53707-7857	3/17/2025
State Capitol	Building 1, Room E-26		Charleston	WV	25305	12/27/2024
Kendrick Building	2320 Capital Avenue		Cheyenne	WY	82002	12/30/2024

# **Exhibit B**

## Postcard Notice



**Christie's Data Breach Litigation  
Settlement Administrator**  
P.O. Box 3678  
Baton Rouge, LA 70821



**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.ChristiesDataSettlement.com](http://www.ChristiesDataSettlement.com)  
1-844-935-0003

**ELECTRONIC SERVICE REQUESTED**



SETTLEMENT CLAIM ID: [claim Id]  
[FIRST NAME] [LAST NAME]  
[ADDRESS1]  
[ADDRESS2]  
[CITY] [STATE] [ZIP]



Postal Service: Do Not Mark or Cover Barcode

**1-844-935-0003**

**[www.ChristiesDataSettlement.com](http://www.ChristiesDataSettlement.com)**

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 unauthorized third party accessed Defendant's computer network ("Data Incident"). The computer files accessed in the Data Incident 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 identify 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; and (iii) 2 years of credit monitoring and identify 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.ChristiesDataSettlement.com](http://www.ChristiesDataSettlement.com) and mail it, or you may call 1-844-935-0003 and ask that a Claim Form be mailed to you. The claim deadline is **June 19, 2025**.

**OTHER OPTIONS.** If you do not want to be legally bound by the settlement, you must exclude yourself by **May 20, 2025**. If you want to remain part of the settlement, you may nevertheless object to it by **May 20, 2025**. A more detailed notice is available to explain how to exclude yourself or object. Please visit the website [www.ChristiesDataSettlement.com](http://www.ChristiesDataSettlement.com) or call the toll-free number 1-844-935-0003 for a copy of the more detailed notice. On July 22, 2025 at 3:00 p.m., 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.

Claim Form — Claim ID: [claim Id]

Claims must be postmarked or submitted online no later than June 19, 2025.

Contact Information (Please fill in completely.)

Full 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 Incident. 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.

Select one of the following payment methods: \*PayPal \_\_\_\_\_ \*Venmo \_\_\_\_\_ \*Zelle \_\_\_\_\_ Check \_\_\_\_\_

\*Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account:

\_\_\_\_\_

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

Signature: \_\_\_\_\_ Date (mm/dd/yyyy): \_\_\_\_\_

Christie's Data Breach Litigation  
Settlement Administrator  
P.O. Box 3678  
Baton Rouge, LA 70821



# **Exhibit C**

## **Long Form Notice**

*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.ChristiesDataSettlement.com](http://www.ChristiesDataSettlement.com) or call 1-844-935-0003**

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

<b>Your Legal Rights and Options</b>		<b>Deadline</b>
<b>SUBMIT A CLAIM FORM</b>	The only way to get Settlement benefits is to submit a Valid Claim.	<b>Submitted online or Postmarked by June 19, 2025</b>
<b>OPT OUT OF THE SETTLEMENT</b>	Get no Settlement benefits. Keep your right to file your own lawsuit against Defendant about the legal claims in this lawsuit.	<b>Postmarked by May 20, 2025</b>
<b>OBJECT TO THE SETTLEMENT</b>	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.	<b>Postmarked by May 20, 2025</b>
<b>DO NOTHING</b>	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.

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.

**Questions? Go to [www.ChristiesDataSettlement.com](http://www.ChristiesDataSettlement.com) or call 1-844-935-0003**

### 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.ChristiesDataSettlement.com](http://www.ChristiesDataSettlement.com) or call the Settlement Administrator’s toll-free telephone number at 1-844-935-0003.

## THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

### 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:

**Questions? Go to [www.ChristiesDataSettlement.com](http://www.ChristiesDataSettlement.com) or call 1-844-935-0003**

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:**

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?**

**Questions? Go to [www.ChristiesDataSettlement.com](http://www.ChristiesDataSettlement.com) or call 1-844-935-0003**

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 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.ChristiesDataSettlement.com](http://www.ChristiesDataSettlement.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 June 19, 2025**. Claim Forms may be submitted online at [www.ChristiesDataSettlement.com](http://www.ChristiesDataSettlement.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 1-844-935-0003 or by writing to:

Christie's Settlement Administrator  
P.O. Box 3678  
Baton Rouge, LA 70821

**Claim Forms must be submitted online or by mail postmarked by June 19, 2025.**

#### 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 1-844-935-0003 or by writing to:

Christie's Settlement Administrator  
P.O. Box 3678  
Baton Rouge, LA 70821

#### 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.ChristiesDataSettlement.com](http://www.ChristiesDataSettlement.com) for updates.

#### 14. How will I receive my payment?

**Questions? Go to [www.ChristiesDataSettlement.com](http://www.ChristiesDataSettlement.com) or call 1-844-935-0003**



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:

David K. Lietz, Esq.  
**MILBERG COLEMAN BRYSON PHILLIPS  
GROSSMAN**  
5335 Wisconsin Avenue NW, Suite 440  
Washington, DC 20015  
(866) 252-0878

Jonathan S. Mann, Esq.  
**PITTMAN, DUTTON, HELLUMS,  
BRADLEY & MANN, P.C.**  
2001 Park Place North, Suite 1100  
Birmingham, AL 35203  
(205) 322-8880

### 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 Representatives. If awarded by the Court, the Settlement Administrator will pay attorneys' fees, litigation expenses, and service awards out of the Settlement Fund.

**Questions? Go to [www.ChristiesDataSettlement.com](http://www.ChristiesDataSettlement.com) or call 1-844-935-0003**

Class Counsel's motion for Attorneys' Fees, Litigation Expenses, and Service Awards will be made available on the Settlement Website at [www.ChrsitiesDataSettlement.com](http://www.ChrsitiesDataSettlement.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 May 20, 2025**:

Christie's Settlement Administrator  
Exclusions  
P.O. Box 3678  
Baton Rouge, LA 70821

**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 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.

**Questions? Go to [www.ChristiesDataSettlement.com](http://www.ChristiesDataSettlement.com) or call 1-844-935-0003**

To object, you must mail a timely, written objection stating that you object. Your objection must be **postmarked** by **May 20, 2025**.

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 **May 20, 2025**, to the Settlement Administrator at:

Christie's Settlement Administrator  
Objections  
P.O. Box 3678  
Baton Rouge, LA 70821

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 **July 22, 2025, at 3:00 p.m.** before the Honorable Jesse M. Furman at the Thurgood Marshall United States Courthouse, 40 Foley Square, New York, NY 10007 via telephone unless the Court orders otherwise. In order to join the Final Approval Hearing, call the Court's dedicated conference line at (855) 244-8681 and use access code 2303 019 3884, followed by the pound (#) key. When prompted for an attendee ID number, press the pound (#) key again.

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

**Questions? Go to [www.ChristiesDataSettlement.com](http://www.ChristiesDataSettlement.com) or call 1-844-935-0003**

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 in person. Any change will be posted at [www.ChristiesDataSettlement.com](http://www.ChristiesDataSettlement.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.ChristiesDataSettlement.com](http://www.ChristiesDataSettlement.com), by calling 1-844-935-0003 or by writing to:

Christie’s Settlement Administrator  
P.O. Box 3678  
Baton Rouge, LA 70821

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

**Questions? Go to [www.ChristiesDataSettlement.com](http://www.ChristiesDataSettlement.com) or call 1-844-935-0003**

# **Exhibit D**

## **Claim Form**

Christie's Settlement Administrator  
P.O. Box 3678  
Baton Rouge, LA, 70821

**Your Claim Form must be  
postmarked or submitted online  
no later than June 19, 2025**

## ***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.ChristiesDataSettlement.com](http://www.ChristiesDataSettlement.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:**

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.

**(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.

**(3) 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.

**(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 June 19, 2025. 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 Settlement benefits may decrease depending on the number of claims filed.*

For more information and complete instructions visit [www.ChristiesDataSettlement.com](http://www.ChristiesDataSettlement.com).

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

### Your Information

First Name\*

Middle Initial

Last Name\*

Mailing Address: Street Address/P.O. Box (include Apartment/Suite/Floor Number)\*

City\*

State\*

Zip Code\*

Current Email Address\*

Phone Number\*

Settlement Claim ID\*

### 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 Example 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.		
Other losses or costs resulting from identity theft or fraud (provide a detailed description or a separate document with this Claim Form)		
Professional fees including attorneys' and accountants' fees, and fees for credit repair services.		

☐

**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. Please include your email address and mailing address on my information page.

☐ I wish to receive two (2) years of free three-bureau credit monitoring.

### California Statutory Payment

If you were a resident of California from May 8, 2024, to the end of the claims period, you may claim a payment of up to \$100.00 for potential statutory claims under the California Consumer Privacy Act. The California Statutory Payment is an additional settlement benefit 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.

☐ I wish to receive and am eligible for a \$100 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.

### 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 or email address associated with your Venmo account

☐ Zelle

Enter the mobile number or email address 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



# **Exhibit E**

## **Exclusion Requests**

### Exclusion Requests

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

Count	First Name	Last Name	State	Submission Date
1	Roan	Saunders	MD	3/26/2025
2	Abraham	Bennun	NY	5/7/2025

# **Exhibit F**

## Objection

Christie's Data Breach Litigation  
Settlement Administrator  
P.O. Box 3678  
Baton Rouge, LA 70821

PRESORTED  
FIRST CLASS  
U.S. POSTAGE  
PAID  
FPI

**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.ChristiesDataSettlement.com](http://www.ChristiesDataSettlement.com)  
1-844-935-0003



Postal Service: Do Not Mark or Cover Barcode

**ELECTRONIC SERVICE REQUESTED**



21731\*69\*2\*\*\*\*AUTO\*\*ALL FOR AADC 334  
Settlement Claim ID: HXB-1592076  
Scott Fitzgerald  
16150 W. Bay Dr., Apt. 143  
Jupiter, FL 33477-1384

telephone 1-508-451-6961

GN50

CASE NO. 24-cv-4221 (JMF)

SCOTT FITZGERALD  
16150 WEST BAY DR. #143  
Jupiter FL 33477-1384

DEAR SIR or Madam,

This letter serves as a written objection to  
the CLASS ACTION settlement of the CHRISTIE'S DATA  
Breach. The grounds for my objection are that  
the potential risk for identity theft which  
could lead to financial losses that far  
exceed the Settlement offer. I do not intend  
to appear at the Final Approval hearing and I am  
not represented by a lawyer.

Sincerely *Scott Fitzgerald*

5/11/2025

FITZGERALD  
16150 WEST Bay PR  
#143  
Jupiter FL.  
33477

Case 1:24-cv-04221-JMF

Document 63-1

Filed 07/08/25

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WEST PALM BCH FL 334

15 MAY 2025 PM 1 L



Christies Settlement Admin

OBJECTION S

P.O. Box 3678

Baton Rouge, LA

70821

70821-367878

