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**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

CASE NO. A-23-869272-C

14 KRISTEN COON, individually and on
behalf all others similarly situated,

15 Plaintiff,

17 v.

18 JS AUTOWORLD, INC., dba PLANET
NISSAN, a Nevada Corporation; DOES
19 1 through 10 and ROES 1 through 10

20 Defendant.

Dept. No.: 6

**PLAINTIFF’S UNOPPOSED¹ MOTION FOR
(1) PRELIMINARY APPROVAL OF
PROPOSED SETTLEMENT;
(2) CERTIFICATION OF THE CLASS FOR
PURPOSES OF SETTLEMENT;
(3) APPROVAL OF NOTICE TO THE
CLASS; AND (4) SCHEDULING OF A
SETTLEMENT HEARING; AND
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF
HEARING REQUESTED**

24 Pursuant to Rule 23 of the Nevada Rules of Civil Procedure (“NRCP”), Plaintiff Kristen
25 Coon, individually and on behalf of all others similarly situated, respectfully moves this Court for
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27 _____
28 ¹ JS Autoworld does not oppose this motion and has agreed to and executed the Settlement Agreement. Consistent with the Settlement Agreement, Defendant does not admit liability, injury, damages, or the certifiability of a litigation class, and denies any statement, assertion, or allegation in this motion suggesting otherwise.

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1 Defendant, the terms of which are set forth in the “Settlement Agreement” (“SA”) attached hereto
2 as **Exhibit 1**; (3) approving the proposed form and method of Notice to the proposed Settlement
3 Class; and (4) scheduling a hearing date for final consideration and approval of the Settlement
4 Agreement.

5
6 **I. BACKGROUND - COMPLAINT ALLEGATIONS**

7 JS Autoworld, Inc. d/b/a Planet Nissan (“JS Autoworld”) is an automotive dealership in
8 Nevada selling “all of the newest vehicles straight from the Nissan factory.” Compl. at ¶ 10. JS
9 Autoworld collected sensitive personal and financial information of both its current and former
10 employees and customers as a regular function of its daily business. *Id.* at ¶¶ 16, 32-33. Among the
11 data JS Autoworld regularly collected from customers and employees were names, dates of birth,
12 social security numbers, addresses, and financial account information (collectively, “PII”). *Id.* at ¶
13 35. On or about June 30, 2022, JS Autoworld fell victim to a cyber-attack, comprising, among other
14 things, the stored PII of Plaintiff and other current and former employees and customers (the “Data
15 Incident”). *Id.* at ¶¶ 37-38. Although the Data Incident occurred on or around June 30, 2022, Plaintiff
16 and the others affected did not learn of the incursion until February 7, 2023, when Defendant
17 circulated a Notice of Breach to potentially affected individuals. *Id.* at ¶¶ 37-39. The Data Incident
18 likely affected 1,000 current and former employees and customers, including the named Plaintiff,
19 Kristen Coon.
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21 After Ms. Coon learned that her sensitive PII was compromised, she retained legal counsel
22 and filed the instant action on April 19, 2023. *See generally* Compl. Ms. Coon alleged JS Autoworld
23 breached duties to protect hers and all other affected individuals PII, asserting claims for 1)
24 Negligence, 2) Negligence *Per Se*, 3) Unjust Enrichment, and 4) Tortious Breach of the Implied
25 Covenant of Good Faith and Fair Dealing. The Parties worked through a number of telephonic
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1 conferences and emails to reach a settlement resolution in principle. *See* Declaration of John J.
2 Nelson (“Nelson Decl.”) ¶ 13, attached hereto as **Exhibit 2**.

3 The proposed SA provides relief to Class Members affected by the Data Incident in a variety
4 of ways including reimbursement for out-of-pocket expenses, lost time, and actual identity fraud as
5 well as the option to receive identity fraud monitoring protection. The Settlement is fair, reasonable,
6 and in the best interests of the Class. Accordingly, and as set forth below, the Court should grant
7 preliminary approval of the class action Settlement.
8

9 **II. THE PROPOSED SETTLEMENT TERMS**

10 The material terms to the Settlement Agreement are as follows:

11 **A. The Class**

12 The proposed Class is defined as follows:

13 All persons sent Notice of the Data Incident by JS Autoworld. (the “Class”).

14 SA ¶ 1.6. The Class consists of more than 1,000 putative members. Excluded from the Class are
15 those persons who timely and validly opt-out, and (i) JS Autoworld; and (ii) the judge presiding over
16 this case and their staff and family. SA. ¶¶ 1.6, 1.24.

17 **B. Compensation to the Settlement Class Members**

18 ***i. Expense Reimbursement***

19 Under the Settlement Agreement, Class Members are eligible to receive out-of-pocket
20 expenses up to \$500.00 “that were incurred as a result of the Data Incident between June 30, 2022,
21 and the Claims Deadline.” SA ¶ 2.1.1. Eligible expenses include “(i) unreimbursed bank fees; (ii)
22 long distance phone charges; (iii) cell phone charges (only if charged by the minute); (iv) data
23 charges (if charged based on the amount of data used); (v) postage; and (vi) freezing or unfreezing
24 credit reports (with demonstration that a free freeze was not available); (vii) copying or scanning, or
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1 faxing incident pertinent information; (viii) fees for identity theft protection services and plans, or
2 (ix) gasoline for local travel.” *Id.*

3 Settlement Class Members with out-of-pocket expenses will need to submit documentation
4 supporting their claims. This may include receipts or other documentation either self-prepared or
5 generated by an outside party. *Id.* Any self-prepared receipts will be “subject to the Settlement
6 Administrators review for plausibility.” *Id.*

7
8 ***ii. Lost Time***

9 Subject to the same \$500.00 cap as each member’s out-of-pocket expenses and credit
10 monitoring costs, Settlement Class Members can be reimbursed for “up to four (4) hours of lost time
11 spent dealing with the Data Incident” at a rate of \$17.50 per hour. SA ¶ 2.1.2. Eligibility for
12 reimbursement for lost time is tempered by the fact that reimbursement requires “at least one (1) full
13 hour was spent dealing with the Data Incident between June 30, 2022, and the Claims Deadline.” *Id.*
14 These reimbursements can be self-reported so long as the Class Member “includes a brief description
15 of activities engaged in responding to the incident and the time spent on each such activity and attests
16 that any claimed lost time was spent responding to issues raised by the Data Incident.” *Id.*

17
18 ***iii. Extraordinary Losses***

19 Settlement Class Members can also receive reimbursement, “not to exceed \$4,750.00[,] . . .
20 for documented monetary losses” incurred as a result of the Data Incident. SA ¶ 2.1.3.
21 Reimbursement for extraordinary expenses is separate and apart from the \$500.00 reimbursement
22 for Ordinary Losses and Lost Time, and Credit Monitoring. *Id.*

23
24 To be eligible for Extraordinary Losses, Settlement Class Members losses must be (i) actual,
25 documented, and unreimbursed arising from fraud or misuse; (ii) more likely than not caused by the
26 Data Incident; (iii) have occurred between June 30, 2022 and the Claims Deadline; and (iv) not
27 already be covered by one or more of the above-referenced reimbursable expense categories under
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1 documented Ordinary Losses and the Class Member “made reasonable efforts to avoid, or seek
2 reimbursement for, the loss, including but not limited to exhaustion, if applicable, of the Settlement
3 Class Member’s credit monitoring insurance and identity theft insurance. *Id.*

4 ***iv. Identity Theft Protection***

5 Class members are also eligible to claim “two (2) years of identity theft protection services,
6 which will include one credit bureau monitoring and \$1 million in identity theft insurance
7 protections.” SA ¶ 2.3. Class Members are not required to show any supporting documentation to
8 redeem this benefit. *Id.*

9 ***v. JS Autoworld, Inc. Cyber Security Enhancements***

10 JS Autoworld has implemented or also agreed “to implement enhancements to its data system
11 security-related measures through December 31, 2025.” SA ¶ 2.4. JS Autoworld has additionally
12 agreed to “provide further confirmatory discovery to Class Counsel” as requested about the security
13 enhancements JS Autoworld implements. *Id.*

14 **C. Notice Program and Claims Administrator**

15 Defendant will pay for “[a]ll costs for notice to the Settlement Class” and “Costs of Claims
16 Administration.” SA ¶¶ 2.5.5, 3.1, 8.1, 8.2, 8.3. The Parties have agreed to select Atticus as the
17 Claims Administrator who will be charged with delivering sufficient notice (including direct notice)
18 and administering the claims process. SA ¶¶ 1.3, 2.5.5, 3.1, 8.1-8.3.

19 **D. Attorney’s Fees and Expenses and Service Award**

20 After the parties reached resolutions on the substantive matters within the SA, the Parties
21 began discussing “the payment of attorneys’ fees, costs, expenses and/or service award to Plaintiff.”
22 SA ¶ 7.1. Plaintiff will move the Court to request an award of attorneys’ fees and costs not to exceed
23 \$120,000.00. SA ¶ 7.2. Additionally, JS Autoworld has agreed not to object to a service award for
24 the named Plaintiff in the amount of \$1,500.00. SA ¶ 7.3. Any award of attorneys’ fees, costs,
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1 expenses or a service award will be covered by Defendant within thirty (30) days of the Effective
2 Date. SA ¶ 7.4.

3 **III. ARGUMENT**

4 **A. Preliminary Approval**

5 Nevada Rule of Civil Procedure 23 requires judicial approval of class action settlements. In
6 considering issues concerning class actions, Nevada courts take guidance from federal cases
7 applying Rule 23 of the Federal Rules of Civil Procedure, upon which NRCP 23 is modeled. *See*
8 *Executive Mgmt., Ltd. V. Ticor Title Ins. Co.*, 118 Nev. 46, 54, 38 P.3d 872, 876 (2002) (“Federal
9 cases interpreting the Federal Rules of Civil Procedure ‘are strong persuasive authority, because the
10 Nevada Rules of Civil Procedure are based in large part upon their federal counterparts’’”).

11 The settlement approval process typically involves two major stages: preliminary approval and
12 final approval. As stated in the Federal Judicial Center’s Manual for Complex Litigation – Fourth
13 (4th ed. 2022) (“Manual”), when seeking preliminary approval, “counsel submit the proposed terms
14 of the settlement and the judge makes a preliminary fairness evaluation.” *Id.* § 21.632; *see also* 4
15 Herbert Newberg & Alba Conte, *Newberg on Class Actions*, § 11.25 (4th Ed. 2002) (“Newberg”).
16 Where, as here, a class has not previously been certified, the Court must also make a determination
17 that the proposed class satisfies the criteria set forth in Rule 23 for maintenance of a class action.
18 Manual § 21.632.

19 **B. Certification of the Settlement Class is Appropriate**

20 The Parties have agreed to the certification of a class for settlement purposes only,
21 conditioned on approval of the settlement. *See* SA ¶ 2.6. Prior to preliminarily approving a proposed
22 settlement, the court must first determine whether the proposed settlement class is appropriate for
23 certification. *See* Manual § 21.632 (4th ed. 2004); *Amchem Prods Inc. v. Windsor*, 521 U.S. 591,
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1 620 (1997). Accordingly, a class certified for the purposes of settlement must satisfy the four
2 requirements of NRCP 23(a): numerosity, commonality, typicality, and adequacy of representation.

3 **C. The Proposed Settlement Class Meets the Requirements of NRCP 23(a).**

4 ***i. Numerosity***

5 Numerosity requires a showing that “the class is so numerous that joinder of all members is
6 impracticable.” Nev. R. Civ. P. 23(a)(1) (2019). “Where a class is large in numbers, joinder will
7 usually be impracticable.” *A.B. v. Hawaii State Dept. of Ed.*, 30 F.4th 828, 835 (9th Cir. 2022).
8 “Courts have routinely found that the numerosity requirement is met when the class comprises 40
9 or more members.” *Acuna v. So. Nev. T.B.A. Supply Co.*, 324 F.R.D. 367, 380 (D. Nev. 2018).

10 Here, Plaintiff alleges that during the Data Incident, the PII and financial information of
11 approximately 1,000 former and current employees and customers was compromised. As such, the
12 proposed class consists of well over 40 members, easily satisfying the numerosity requirement under
13 NRCP 23.

14 ***ii. Commonality***

15 Rule 23(a)(2) requires the existence of at least one question of law or fact common to the
16 class. NRCP 23(a)(2); *see also Santoro v. Aargon Agency, Inc.*, 252 F.R.D. 675, 680 (D. Nev. 2008)
17 (holding that “one significant issue common to the class may be sufficient to warrant certification.”)
18 (internal citations omitted); *Alonzo v. Maximus, Inc.*, 275 F.R.D. 513, 520 (C.D. Cal. 2011). The
19 commonality requirement presents a low hurdle because commonality does not require that all
20 questions of law and fact raised be common to all class members. *See Wal-Mart Stores, Inc. v. Dukes*,
21 564 U.S. 338, 359 (2011) (“for purposes of Rule 23(a)(2) [e]ven a single [common] question will
22 do”).

23 The proposed Settlement Class in this action satisfies the commonality requirement.
24 Common questions include, but are not limited to, whether Defendant had a duty to protect Class
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1 Members' PII and whether Defendant breached that duty. Resolution of this common question would
2 require evaluation of the question's merits under a single objective standard, i.e., "whether
3 [Defendant] had a legal duty to adequately protect Settlement Class Members' personal information;
4 . . . whether [Defendant] breached that legal duty; and . . . whether Plaintiffs and members of the
5 class suffered injury as a result of [Defendant]'s failure to act." *Hutton v. Nat'l Bd. Of Exam'rs in*
6 *Optometry, Inc.*, 2019 WL 3183651, at *3 (D. Md. July 15, 2019) (approving settlement in data
7 breach case). The resolution of that inquiry involves evidence that does not vary amongst class
8 members, and so can be resolved for all Class Members at once. Thus, commonality is satisfied
9 under the facts of this case in accordance with NRCP 23(a)(2).

11 **iii. Typicality**

12 A class representative's claims are typical of the claims of the class if "other members [of
13 the class] have the same or similar injury, whether the action is based on conduct which is not unique
14 to the named plaintiffs, and whether other class members have been injured by the same course of
15 conduct." *A.B. v. Hawaii State Dept. of Ed.*, 30 F.4th 828, 839 (9th Cir. 2022) (quoting *Hanon v.*
16 *Dataproducts Corp.*, 976 F.2d 497, 508 (9th Cir. 1992)). When the same course of conduct is
17 directed at both the named plaintiff and the members of the proposed class, the typicality requirement
18 is met. *Kennedy v. Tallant*, 710 F.2d 711, 717 (11th Cir. 1983).

19 Here, Plaintiff is typical of the Settlement Class she seeks to represent. As with the Settlement
20 Class, Plaintiff's private information was compromised or disclosed without her authorization.
21 Plaintiff, like each Class Member, received a notice regarding the Data Incident from the Defendant.
22 Plaintiff's claims arise from Defendant's conduct and, therefore, Plaintiff is typical to the Settlement
23 Class. Thus, Rules 23(a)(3) is met here.

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1 23(c)(3), which requires that (1) “the question of law or fact common to the members of the class
2 predominate over any questions affecting only individual members” and (2) “that a class action is
3 superior to other available methods for the fair and efficient adjudication of the controversy.” NRCPC
4 23(c)(3). The predominance and superiority requirements are “designed to secure judgments binding
5 all class members save those who affirmatively elected to be excluded,” where a class action will
6 “achieve economies of time, effort, and expense, and promote . . . uniformity of decision as to
7 persons similarly situated, without sacrificing procedural fairness or bringing about other
8 undesirable results. *Amchem*, 521 U.S. at 614-15. Certification of the class here serves these
9 purposes.
10

11 **E. Common Legal and Factual Questions Predominate**

12 “When common questions present a significant aspect of the case and they can be resolved
13 for all members of the class in a single adjudication,” there is clear justification for class treatment.
14 *Local Joint Exec. Bd. Of Culinary/Bartender Tr. Fund v. Las Vegas Sands, Inc.*, 244 F.3d 1152,
15 1162 (9th Cir. 2001). Class treatment is justified “even though other important matters will have to
16 be tried separately, such as damages or affirmative defenses peculiar to some individual class
17 members.” *Tyson Foods, Inc. v. Bouaphakeo*, 136 S. Ct. 1036, 1045 (2016) (quoting 7AA C. Wright,
18 A. Miller, & M. Kane, *Federal Practice and Procedure* § 1778, 123-124 (3d ed. 2005)).
19

20 Common issues predominate here because the central liability question in this case – whether
21 Defendant failed to safeguard Plaintiff’s PII, like that of every other Class Member – can be
22 established through generalized evidence. Several case-dispositive questions can be resolved
23 identically for all members of the Settlement Class, such as whether Defendant had a duty to exercise
24 reasonable care in safeguarding, securing, and protecting the PII of Plaintiff and Class Members and
25 whether Defendant breached that duty.
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1 Numerous courts have recognized that these types of common issues arising from a data
2 breach predominate over individualized issues. *See, e.g., In re Countrywide Fin. Corp. Customer*
3 *Data Sec. Breach Litig.*, No. 3:08-md-1998, 2009 WL 5184352, at *6-7 (W.D. Ky. Dec. 22, 2009)
4 (finding predominance where proof would focus on data breach defendant’s conduct both before
5 and during the theft of class members’ personal information); *In re Heartland Payment Sys., Inc.*
6 *Customer Data Sec. Breach Litig.*, 851 F. Supp. 2d 1040, 1059 (S.D. Tex. 2012) (finding
7 predominance where “several common questions of law and fact ar[ose] from a central issue:
8 Heartland’s conduct before, during, and following the data breach, and the resulting injury to each
9 class member from that conduct”). Accordingly, the common questions of fact and law that arise
10 from Defendant’s conduct predominate over any individualized issues.

11
12 **F. A Class Action is the Superior Means to Adjudicate**

13 Rule 23(c)(3) sets forth the following non-exhaustive factors to be considered in making a
14 determination of whether class action is the superior method of litigation: “(A) the interest of
15 members of the class in individually controlling the prosecution or defense of separate actions; (B)
16 the extent and nature of any litigation concerning the controversy already commenced by or against
17 members of the class; (C) the desirability or undesirability of concentrating the litigation of the
18 claims in the particular forum; and (D) the difficulties likely to be encountered in the management
19 of a class action.” NRCp 23(c)(3)(A)-(D).
20

21 Here, resolution of numerous claims in one action is far superior to individual lawsuits
22 because it promotes the adjudication of claims in a manner that is consistent, efficient, fair, and in
23 conformity with due process. Absent class treatment in the instant case, each Class Member will be
24 required to present the same or substantially similar legal and factual arguments, in separate,
25 duplicative proceedings, the result of which would be multiplicity of trials conducted at enormous
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1 expense to both the judiciary and the litigants. There is also the possibility that individual claims
2 would lead to inconsistent results.

3 Moreover, there is no indication that Class Members have an interest in individual litigation
4 or an incentive to pursue their claims individually, given the amount of damages likely to be
5 recovered relative to the high costs of prosecuting each individual action to final judgment. *See In*
6 *re Terazosin Hydrochloride Antitrust Litig.*, 220 F.R.D. 672, 700 (S.D. Fla. 2004) (class actions are
7 “particularly appropriate where . . . it is necessary to permit the plaintiffs to pool claims which would
8 be uneconomical to litigate individually”). Accordingly, the requirements for certification under
9 NRCPC 23(a) and 23(c) are satisfied.

11 **G. The Proposed Settlement is Fair, Reasonable and Adequate and Should be**
12 **Preliminarily Approved**

13 Approval of a proposed settlement is within the Court’s discretion to be exercised in
14 accordance with public policy that strongly favors pretrial settlement of complex class action
15 lawsuits. *See Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992). The court must
16 determine whether the terms of the proposed settlement warrant preliminary approval. *See Albert v.*
17 *GMRI, Inc.*, 252 F.R.D. 652, 658 (E.D. Cal. 2008) “Procedurally, the approval of a class action
18 settlement takes place in two stages. In the first stage of the approval process, the court preliminarily
19 approve[s] the Settlement pending a fairness hearing, temporarily certifie[s] the Class . . . , and
20 authorize[s] notice to be given to the Class.” *Id.* In the second stage, after hearing from any objectors
21 and being presented with declarations and materials to support the fairness of the settlement, the
22 Court makes a final decision whether the settlement should be finally approved. *See* Manual §§
23 21.633-35. A court, “in evaluating the agreement of the parties, is not to reach the merits of the case
24 or to form conclusions about the underlying questions of law or fact.” *In re Omnivision Techs., Inc.*,
25 559 F. Supp. 2d 1036, 1041 (N.D. Cal. 2008); *see also* Alba Conte & Herbert B. Newberg, *Newberg*
26 *on Class Actions* § 11:45 (4th ed. 2002) (“There is no precise formula for what constitutes sufficient
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1 evidence to enable the court to analyze intelligently the contested questions of fact. It is clear that
2 the court need not possess evidence to decide the merits of the issue, because the compromise is
3 proposed in order to avoid further litigation.”).

4
5 ***i. Legal Standard for Approval of a Settlement.***

6 Nevada Rule of Civil Procedure 23(f) does not specify the legal standard for trial court
7 approval of a class action settlement. *See Dubric v. A Cab, LLC*, 202 WL 13582416, at *5 (D. Nev.
8 Oct. 11, 2020). Although silent to a specific standard, “the ‘universally applied standard is whether
9 the settlement is fundamentally fair, adequate and reasonable.’” *Id.* (citing *Officers for Justice v.*
10 *Civil Serv. Comm’n*, 688 F.2d 615, 625 (9th Cir. 1982)). “At the preliminary approval stage, the
11 court’s task is to determine whether ‘the proposed settlement appears to be the product of serious,
12 informed, non-collusive negotiations, has no obvious deficiencies, does not improperly grant
13 preliminary preferential treatment to class representatives or segments of the class, and falls within
14 the range of possible approval.’” *Id.* at *6. At the preliminary approval stage, the Court need not
15 answer the ultimate question; rather, the purpose at this stage is merely to determine “whether the
16 proposed settlement is ‘within the range of possible approval.’” *Id.* at *5-6.

17
18 ***ii. The Proposed Settlement is the Result of Well Grounded, Good Faith,***
19 ***Arm’s-Length Negotiations***

20 A presumption of fairness applies to proposed class settlement when the settlement is the
21 product of arm’s-length negotiations conducted by experienced counsel knowledgeable in complex
22 class litigation. *See Vanwagoner v. Siemens Indus.*, No. 2:13-cv-01303-KJM-EFB, 2014 WL
23 1922731, at *7 (E.D. Cal. May 14, 2014). Here, the Settlement resulted from arm’s-length
24 negotiations between experienced counsel with an understanding of the strengths and weaknesses of
25 their respective positions in this Action, through a series of principled communications between
26 Parties. Nelson Decl. ¶¶ 12-13. Additionally, the Parties spent significant time negotiating the terms
27 of the final written SA which is now presented to the Court for approval. *Id.* ¶ 14. At all times, these
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1 negotiations were at arm’s length and, while courteous and professional, the negotiations were
2 intense and hard-fought on all sides. *Id.* ¶ 13.

3 ***iii. The Relief Provided for the Class is Adequate and Within the Range of***
4 ***Possible Outcomes***

5 The relief provided for the Settlement Class is substantial. Settlement Class members will be
6 provided with a robust package of benefits they can claim, including reimbursement for out-of-
7 pocket ordinary losses up to \$500.00, extraordinary losses from actual identity theft or fraud up to
8 \$4,750.00, 4 hours of lost time spent mitigating the effects of the breach reimbursed at \$17.50 per
9 hour, and 2 years of single-bureau credit monitoring. The Settlement is uncapped in the aggregate,
10 meaning each Settlement Class Member is eligible to receive the full amount of the available
11 benefits.
12

13 The relief offered by the Settlement (both monetary and injunctive) is adequate considering
14 the risks of continued litigation. Although Plaintiff is confident in the merits of her claims, the risks
15 involved in prosecuting a class action through trial cannot be disregarded. Nelson Decl. ¶ 21.
16 Plaintiff’s claims would still need to survive likely motion practice (e.g. a motion to dismiss and a
17 motion for summary judgment) and succeed at class certification.
18

19 Almost all class actions involve a high level of risk, expense, and complexity, which is one
20 reason that judicial policy so strongly favors resolving class actions through settlement, “[t]here is
21 an overriding public interest in settling class action litigation, and it should therefore be encouraged.”
22 *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 535 (3d Cir. 2004); *see also In re U.S. Oil &*
23 *Gas Litig.*, 967 F.2d 489, 493 (11th Cir. 1992) (“Public policy strongly favors the pretrial settlement
24 of class action lawsuits”); *Warren v. City of Tampa*, 693 F. Supp. 1051, 1054 (M.D. Fla. 1998). This
25 is not only a complex case, but it is an especially risky field of litigation: data breach. *See, e.g., In*
26 *re Countrywide Fin. Corp. Customer Data Sec. Breach Litig.*, 2010 WL 3341200, at *6 (W.D. Ky.
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1 Aug. 23, 2010) (approving data breach settlement, in part, because “proceeding through the litigation
2 in this case is unlikely to produce the plaintiff’s desired results”).

3 Data breach cases, such as this one, are especially risky, expensive, and complex. *See In re*
4 *Sonic Corp. Customer Data Sec. Breach Litig.*, No. 1:17-md-2807, 2019 WL 3773737, at *7 (N.D.
5 Ohio Aug. 12, 2019) (“Data breach litigation is complex and risky. This unsettled area of law often
6 presents novel questions for courts. And of course, juries are always unpredictable.”). Although data
7 breach law is continuously developing, data breach cases are still relatively new, and courts around
8 the country are still grappling with what legal principles apply to the claims. *In re Anthem, Inc. Data*
9 *Breach Litig.*, 327 F.R.D. 299, 315 (N.D. Cal. 2018) (noting that “many of the legal issues presented
10 in [] data-breach case[s] are novel”). Because the “legal issues involved [in data breach litigation]
11 are cutting edge and unsettled. . . many resources would necessarily be spent litigating substantive
12 law as well as other issues.” *In re Target Corp. Customer Data Security Breach Litig.*, No. 14-2522
13 (PAM/JJK), 2015 WL 7253765, at *2 (D. Minn. Nov. 17, 2015). Through the Settlement, Plaintiff
14 and Class Members gain significant benefits without having to face further risk.

15 While Plaintiff believes that she would prevail on her claims, there is little directly analogous
16 precedent to rely upon in this matter. Nelson Decl. ¶ 21. Beyond the merits, class certification is
17 challenging in any case. Class certification has been denied in other consumer data breach cases and
18 to date only (b)(3) cases have been certified in consumer data breach cases. *See smith v. Triad of*
19 *Alabama, LLC*, No. 1:14-cv-324-WKW, 2017 WL 1044692, at *^ (M.D. Ala. Mar. 17, 2017).
20 Further, while Plaintiff feels that they would be able to obtain certification outside of a settlement
21 context and maintain certification through trial, this is not certain. Nelson Decl. ¶ 21. Any potential
22 certification would also be subject to later appeal and potential reversal. The cost of trial and any
23 appeals would be significant and would delay the resolution of this litigation without the guarantee
24 of any relief for the Plaintiff or Settlement Class Members. *Id.*

1 Furthermore, the outcome of this Settlement should be considered not only as favorable as
2 other data breach class action settlements, but as more favorable given that the SA provides for a
3 wide array of both monetary and non-monetary benefits to Settlement Class Members.

4 **H. The Proposed Class Notice Satisfies Rule 23**

5 Rule 23 requires the court to “direct to the members of the class the best notice practicable
6 under the circumstances, including individual notice to all members who can be identified through
7 reasonable effort.” NRCP 23(d)(3). The best practicable notice is that which is “reasonably
8 calculated, under all the circumstances, to apprise interested parties of the pendency of the action
9 and afford them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Trust*
10 *Co.*, 339 U.S. 306, 314 (1950). To comport with due process, notice must be “reasonably calculated,
11 under all the circumstances, to apprise interested parties of the pendency of the action and afford
12 them an opportunity to present their objections.” *In re Apple Inc. Device Performance Litig.*, 50
13 F.4th 769, 779 (9th Cir. 2022). Due process does not require actual notice to each party to be bound
14 by the adjudication of the class action. *See id.* Rather, the inquiry is into the substance of the notice
15 itself, which must be “reasonably calculated under all circumstances, to apprise interested parties of
16 the pendency of the action and afford them an opportunity to present their objections.” *Id.* The notice
17 merely needs to apprise putative Class Members of the action and the proposed settlement so they
18 may draw their own conclusions as to whether the settlement serves their interests. *See Fidel v.*
19 *Farley*, 534 F.3d 508, 513 (6th Cir. 2008).

20 Specifically, the notice shall advise:

- 21 (A) The court will exclude the member from the class if the member so requests by a specified
22 date;
- 23 (B) The judgment, whether favorable or not, will include all members who do not request
24 exclusion; and
25
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1 (C) Any member who does not request exclusion may, if the member desires, enter an appearance
2 through the member's counsel.

3 *See* NRCP 23(d)(3).

4 The proposed Notice Program satisfies all of these criteria. The Notice Program is reasonably
5 calculated under the circumstances to apprise the Settlement class of the pendency of the case, the
6 proposed Settlement and its terms, any request for attorneys' fees and expenses and Service Awards,
7 and the Class Members' rights to opt-out of or object to the Settlement, as well as the other
8 information required by NRCP 23(d)(3).

9 Notice will be provided to Class Members through direct notice mailed by first-class United
10 State Postal Service ("USPS") mail in a form substantially similar to Exhibit B of the SA. *See* SA,
11 Ex. B. In addition, a Long Notice shall be posted on the Settlement Website in a form substantially
12 similar to Exhibit C to the Settlement Agreement.

13 Therefore, the Notice Program (including the proposed Notice forms) comply with all
14 applicable law, including Rule 23 and due process.²

15 ***i. Plaintiff's Counsel Should Be Appointed as Settlement Class Counsel***

16 As discussed above, and as fully explained in John J. Nelson's Supporting Declaration,
17 proposed Settlement Class Counsel has extensive experience prosecuting similar class actions and
18 other complex litigation. Nelson Decl. ¶¶ 2-9, 23. The proposed Settlement Class Counsel have
19 diligently investigated and efficiently prosecuted the claims in this matter, dedicated substantial
20 resources toward the endeavor, and have successfully and fairly negotiated the Settlement of this
21 matter to the benefit of Plaintiff and the Settlement Class. *Id.* ¶¶ 12-13. Accordingly, Plaintiff
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28 ² The form of the Preliminary Approval Order (Exhibit D to the SA), and the proposed Claim Form (Exhibit A to the SA), likewise satisfy all of the criteria of Rule 23.

1 requests that the Court appoint Stranch, Jennings & Garvey, PLLC and Milberg Coleman Bryson
2 Phillips Grossman, PLLC as Settlement Class Counsel.

3 ***ii. The Court Should Schedule a Final Approval Hearing and Pertinent***
4 ***Deadlines***

5 As part of the Settlement, Settlement Class Members have the right to: (a) do nothing and
6 receive the benefits of the Settlement in exchange for a release of their claims, if the Settlement
7 receives final approval; (b) exclude themselves from the Settlement if they do not wish to obtain the
8 benefits of the Settlement or release their claims; or (c) remain part of the Settlement Class but object
9 to the Settlement. SA ¶¶ 4.1, 4.2 5.1, 5.2. Settlement Class Members have sixty (60) days from the
10 date that notice is sent to them to decide among these options. *Id.* This is a reasonable amount of
11 time for Settlement Class Members to make an informed decision, while also not unduly delaying
12 consideration of final approval for Settlement Class Members who wish to timely receive the
13 benefits for the Settlement. Therefore, the Court should approve this as the opt-out and objection
14 deadlines.
15

16 A Final Approval Hearing will be held after notice has been given to the Settlement Class
17 and Settlement Class Members have had an opportunity to opt-out of or object to the Settlement.
18 The notice to Settlement Class Members includes the date of the Final Approval Hearing, and Class
19 Counsel and counsel for Defendant will appear to further explain why the Settlement should be
20 granted final approval. Settlement Class Members who timely and properly object to the Settlement
21 will have the opportunity to appear at this hearing and have their objections heard. In connection
22 with the preliminary approval of the Settlement, Plaintiff requests that the Court to set (1) a date for
23 the Final Approval Hearing no earlier than 150 days from the Preliminary Approval Order, (2) dates
24 for filing papers relating to final approval and attorneys' fees, (3) dates for sending notice to the
25 Settlement Class, and (4) deadlines for any requests for exclusion or objections.
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Exhibit 1 to the Motion: Settlement Agreement

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

KRISTEN COON, individually and on)	
behalf all others similarly situated,)	
)	
Plaintiff,)	CASE NO. A-23-869272-C
)	
v.)	
)	
JS AUTOWORLD, INC., dba PLANET)	
NISSAN, a Nevada Corporation; DOES)	
1 through 10 and ROES 1 through 10)	
)	
Defendant.)	

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into by and among the following Settling Parties (as defined below): (i) Kristen Coon (“Plaintiff”), individually and on behalf of the Class (as defined below); and (ii) JS Autoworld, Inc. dba Planet Nissan, Inc., A Nevada Corporation (“JS Autoworld” or “Defendant”). The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

I. THE LITIGATION

Plaintiff alleges that in June 2022, JS Autoworld was the subject of a cyberattack and failed to adequately protect information of Plaintiff and other putative class members from that cyberattack. After JS Autoworld learned of the Data Incident (as defined below), notification was mailed to approximately 1,000 individuals notifying them that their personally identifiable information (or, PII, as defined below) may have been impacted by the Data Incident. Subsequently, this lawsuit was filed asserting claims of (1) negligence; (2) negligence per se; (3)

unjust enrichment; and (4) breach of implied covenant of good faith and fair dealing against JS Autoworld relating to the Data Incident (the “Litigation”). Defendant denies the allegations asserted in the Litigation and denies liability, harm to Plaintiff and the Class (defined below), and any resulting damages to Plaintiff and the Class.

This Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against JS Autoworld relating to the Data Incident, by and on behalf of Plaintiff and Settlement Class Members (as defined below), and any other such actions by and on behalf of any other individuals originating, or that may originate, in jurisdictions in the United States of America against JS Autoworld relating to the Data Incident.

II. CLAIMS OF PLAINTIFF AND BENEFITS OF SETTLING

Plaintiff believes the claims asserted in the Litigation, as set forth in the complaint filed in the Litigation, have merit. Plaintiff and Class Counsel (as defined below) recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against JS Autoworld through motions practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Class Counsel are highly experienced in class-action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Class.

III. DENIAL OF WRONGDOING AND LIABILITY

Defendant denies each and all of the claims and contentions alleged against it in the Litigation. Defendant denies all charges of wrongdoing, injury, damages, or liability as alleged, or which could be alleged, in the Litigation. Nonetheless, Defendant, recognizing the uncertainty and risks inherent in litigation, has concluded that further litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiff, individually and on behalf of the Class, and JS Autoworld that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions

As used in the Settlement Agreement, whether preceding this section of the Agreement or thereafter, the following terms have the meanings specified below:

1.1 “Agreement” or “Settlement Agreement” means this agreement.

1.2 “Claims Administration” means providing notice to the Class Members and the processing and payment of claims received from Settlement Class Members by the Claims Administrator as well as the performance of other administrative duties performed in service of this Agreement (as defined below).

1.3 “Claims Administrator” means Atticus Settlement Administration (“Atticus”) a company experienced in administering class action claims and settlements generally and specifically those of the type provided for and made in data breach litigation.

1.4 “Claims Deadline” means the postmark and/or online submission deadline (for Valid Claims (as defined below), pursuant to ¶ 2.1.4.

1.5 “Claim Form” means the form utilized by the Settlement Class Members to submit a Settlement Claim (as defined below). The Claim Form, subject to Court approval, will be substantially in the form shown in Exhibit A attached hereto, which will be available on both the Settlement Website (as defined below), and in paper format for Settlement Class Members who specifically request a paper copy.

1.6 “Class” means the individuals sent notice of the Data Incident by JS Autoworld. The Class specifically excludes: (i) JS Autoworld; and (ii) The judge presiding over this case and their staff and family. The class consists of approximately 1,000 persons.

1.7 “Class Counsel” means the law firms of Milberg Coleman Bryson Phillips Grossman, PLLC and Stranch, Jennings and Garvey, PLLC.

1.8 “Costs of Claims Administration” means all reasonable, actual costs for Claims Administration. The costs of Claims Administration may be subject to a not to exceed amount.

1.9 “Court” means the Eight Judicial District Court, Clark County, Nevada.

1.10 “Data Incident” means the cybersecurity incident perpetrated against JS Autoworld giving rise to the Action.

1.11 “Effective Date” means the first date by which all of the events and conditions specified in ¶ 1.12 herein have occurred and been met.

1.12 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is finally approved by the Court; (ii) the Court has entered a Judgment (as defined below); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment

has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys' fee award for fees and expenses, or service award made in this case shall not affect whether the Judgment is "Final" as defined herein. Nor will any such modification or reversal affect any other aspect of the Judgment.

1.13 "Judgment" means a judgment rendered by the Court.

1.14 "Long Notice" means the long form notice of settlement posted on the Settlement Website, substantially in the form, subject to Court approval, shown in Exhibit C hereto.

1.15 "Objection Date" means the date by which Settlement Class Members must mail or email their objection to the settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.16 "Opt-Out Date" means the date by which Class Members must mail their requests to be excluded from the Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.17 "Person" means an individual, corporation, partnership, limited partnership, limited liability company, partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assigns.

1.18 "PII" means certain personal information, including but not limited to, names, addresses, dates of birth, phone numbers, email addresses, Social Security Numbers, and/or financial account information.

1.19 “Plaintiff” or “Class Representative” means Kristen Coon.

1.20 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering notice be provided to the Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached hereto as Exhibit D.

1.21 “Released Claims” shall collectively mean any and all past, present, and future claims, petitions, complaints, suits, demands, charges, causes of action, lawsuits, or other proceedings whereby a Person may seek set-offs, costs, expenses, attorneys’ fees, losses, rights, obligations, debts, contract enforcement, penalties, damages, or liabilities against another of any nature whatsoever, and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, in law or equity, by statute or common law, matured or not yet matured, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties based on, relating to, concerning or arising out of the Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Class members who have timely excluded themselves from the Class. Released claims shall not include any claims unrelated to the Data Incident that Plaintiff and Settlement Class

Members have, or may have in the future, against JS Autoworld, and, to avoid doubt, that JS Autoworld may have, or may have in the future, against Plaintiff or any Settlement Class Member.

1.22 “Released Parties” means JS Autoworld and all of its past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, servants, members, providers, partners, principals, directors, officers, shareholders, and owners, and all of their respective attorneys, heirs, executors, administrators, insurers, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, authorized agents, and assigns, and includes, without limitation, any Person related to any such entities who is, was, or could have been named as a defendant in the Litigation.

1.23 “Settlement Claim” or “Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.24 “Settlement Class” means all members of the Class who do not timely and validly request exclusion from the Class (i.e., opt-out).

1.25 “Settlement Class Member(s)” or “Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

1.26 “Settlement Website” means the website described in ¶ 3.2(c).

1.27 “Settling Parties” means, collectively, JS Autoworld and Plaintiff, individually and on behalf of the Settlement Class.

1.28 “Short Notice” means the content of the mailed notice to the proposed Settlement Class Members, substantially in the form as shown in Exhibit B attached hereto. The Short Notice will direct recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys’ fees and costs, and the date of the Final Fairness Hearing (as defined below).

1.29 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Plaintiff, does not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, including the Unknown Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiff intends to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Settlement Class Members, including Plaintiff, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiff expressly shall have, and each other Settlement

Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.30 “United States” means all 50 states, the District of Columbia, and all territories.

1.31 “Valid Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or dispute resolution process described in ¶ 2.5.

2. Settlement Benefits

2.1 Expense Reimbursement.

2.1.1 All Settlement Class Members who submit a valid Claim using the Claim Form are eligible for the following documented ordinary out-of-pocket expenses, not to exceed \$500 per Settlement Class Member, that were incurred as a result of the Data Incident between June 30, 2022 and the Claims Deadline: (i) unreimbursed bank fees; (ii) long distance phone charges; (iii) cell phone charges (only if charged by the minute); (iv) data charges (only if charged based on the amount of data used); (v) postage; (vi) freezing or unfreezing credit reports (with demonstration that a free freeze was not available) (vii) copying or scanning, or faxing incident pertinent information; (viii) fees for identity theft protection services and plans, or (ix) gasoline for local travel. To receive reimbursement for any of the above-referenced out-of-pocket expenses, Settlement Class Members must submit a Valid Claim, including necessary supporting documentation, to the Claims Administrator.

2.1.2 Settlement Class Members are also eligible to receive reimbursement for up to four (4) hours of lost time spent dealing with the Data Incident (calculated at the rate of \$17.50 per hour) between June 30, 2022 and the Claims Deadline, but only if at least one (1) full hour was spent dealing with the Data Incident. Settlement Class Members may receive reimbursement for lost time if the Settlement Class Member includes a brief description of activities engaged in responding to the incident and the time spent on each such activity, and attests that any claimed lost time was spent responding to issues raised by the Data Incident. Claims made for lost time can be combined with reimbursement for the above referenced out-of-pocket expenses with the combined or individual time spent reimbursement subject to the \$500 cap for ordinary out-of-pocket expenses applicable to each Settlement Class Member.

2.1.3 Settlement Class Members are also eligible to receive reimbursement for documented extraordinary losses, not to exceed \$4,750 per Settlement Class Member for documented monetary loss that: (i) is actual, documented, and unreimbursed arising from fraud or misuse; (ii) was more likely than not caused by the Data Incident; (iii) occurred between June 30, 2022 and the Claims Deadline; and (iv) is not already covered by one or more of the above-referenced reimbursed expenses in ¶ 2.1.1 and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion, if applicable, of the Settlement Class Member's credit monitoring insurance and identity theft insurance. To receive reimbursement for extraordinary losses, Settlement Class Members must submit a Valid Claim, including necessary supporting documentation, to the Claims Administrator.

2.1.4 Settlement Class Members seeking reimbursement under ¶ 2.1 must complete and submit a Claim Form to the Claims Administrator, postmarked or submitted online on or before the 90th day after the deadline for the commencement of notice to Class Members as set forth in ¶

3.2. The notice to the Settlement Class will specify this deadline and other relevant dates described herein. In submitting a Claim Form, a Settlement Class Member must affirm under the laws of the United States that information and documents submitted are true and correct. The Settlement Class Member must submit reasonable documentation that the out-of-pocket expenses and charges claimed were both actually incurred and plausibly arose from the Data Incident. Failure to provide supporting documentation of the out-of-pocket expenses referenced above, as requested on the Claim Form shall result in denial of a claim. For a Claim for lost time, the Settlement Class Member need only provide an attestation that the time claimed was spent responding to issues raised by the Data Incident and a description of how the time was spent.

2.2 Limitation on Reimbursable Expenses. Nothing in this Settlement Agreement shall be construed as requiring JS Autoworld to provide, and JS Autoworld shall not be required to provide, for a double payment for the same loss or injury that was reimbursed or compensated by any other source. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement.

2.3 Identity Theft Protection. Settlement Class Members are eligible to claim two (2) years of identity theft protection services, which will include one credit bureau monitoring and \$1 million in identity theft insurance protections. No supporting documentation is necessary to receive this Settlement benefit.

2.4 Security Enhancements/Confirmatory Discovery. JS Autoworld has implemented or agreed to implement enhancements to its data system security-related measures through December 31, 2025, which will provide additional protection of the PII of Plaintiff and Settlement Class Members still in its possession. JS Autoworld has informed Class Counsel of these security

enhancements and will provide further confirmatory discovery to Class Counsel of these security enhancements as reasonably requested subject to highly confidential treatment of information disclosed.

2.5 Dispute Resolution for Claims.

2.5.1 The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has provided all information needed to assess whether the claimant has submitted a facially valid Claim Form, including any documentation that may be necessary to reasonably support the expenses described in ¶ 2.1; and (iii) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed losses as a result of the Data Incident. The Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require to evaluate the claim, *e.g.*, documentation requested on the Claim Form, and required documentation regarding the claimed losses. The Claims Administrator's initial review will be limited to a determination of whether the Claim is complete and plausible. For any claims the Claims Administrator determines to be implausible, the Claims Administrator will submit those claims to the Settling Parties through counsel. If the Settling Parties, mutually, do not agree with the Claimant's claim, after meeting and conferring, then the Claim shall be denied. If the Settling Parties disagree regarding the treatment of the Claim, the Claimant's claim shall be resubmitted and referred to the Claims Administrator for a final binding and independent resolution.

2.5.2 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the Claim is facially valid, the Claims Administrator shall request additional information ("Claim Supplementation") and give

the claimant thirty (30) days from the transmission of a cure notice to cure the defect before rejecting the claim. If the defect is not timely cured, then the Claim will be deemed invalid and there shall be no obligation to pay the Claim.

2.5.3 Following receipt of additional information from a claimant subject to a cure notice, the Claims Administrator shall have ten (10) days to accept, in whole or lesser amount, or reject each Claim. If, after review of the Claim and all documentation submitted by the claimant, the Claims Administrator determines that such a Claim is facially valid, then the Claim shall be paid subject to ¶ 2.5.4. If the Claims Administrator determines that such a supplemented Claim is not facially valid because the claimant has not provided all information needed to complete the Claim Form and enable the Claims Administrator to evaluate the Claim, then the Claims Administrator may reject the Claim without any further action. If the supplemented Claim is rejected in whole or in part, for other reasons, then the Claim shall be referred to counsel for the Settling Parties to resolve, with such resolution to be completed within ten (10) days of referral from the Claims Administrator.

2.5.4 The Claims Administrator shall administer and calculate distributions for Valid Claims. Class Counsel and counsel for JS Autoworld shall be given reports for the Valid Claims and have the right to challenge any such claim, including distributions thereunder. Class Counsel or counsel for JS Autoworld may request from the Claims Administrator and be provided through secure transmission, for any Valid Claim, the name of the Settlement Class Member, dollar amounts to be paid as extraordinary or ordinary losses, and all supporting documentation submitted for the Claim. If the Settling Parties agree within 10 days of receiving the requested information that any such claim is improper, the Claims Administrator shall follow counsel's joint direction on the disposition of the claim. If the Settling Parties agree the Valid Claim should be allowed or

cannot agree on the disposition of a Valid Claim, the Claims Administrator shall proceed with payment on the Valid Claim.

2.5.5 Settlement Expenses. All costs for notice to the Settlement Class as required under ¶¶ 3.1, and costs of Claims Administration under ¶¶ 8.1, 8.2, and 8.3, shall be paid by JS Autoworld. If this Settlement Agreement is terminated or not approved, JS Autoworld will be responsible only for the costs specified above incurred by the date of termination or such non-approval.

2.6 Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Class provided for herein, will be vacated and the Litigation shall proceed as though the Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved.

3. Order of Preliminary Approval and Publishing of Notice of Fairness Hearing

3.1. As soon as practicable after the execution of the Settlement Agreement Class Counsel shall submit this Settlement Agreement to the Court, and file a motion for preliminary approval of the Settlement with the Court requesting entry of a Preliminary Approval Order in the form attached hereto as Exhibit D, or an order substantially similar to such form in both terms and cost, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only pursuant to ¶ 2.7;

- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Milberg Coleman Bryson Phillips Grossman, PLLC as Class Counsel;
- d) appointment of Plaintiff as Class Representative;
- e) approval of a customary form of Short Notice to be mailed by U.S. mail to Settlement Class Members in a form substantially similar to Exhibit B, attached hereto.
- f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to Exhibit C, attached hereto, which, together with the Short Notice, shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, the requested attorneys' fees, and the date, time and place of the Final Fairness Hearing;
- g) approval of the Claim Form to be available on the Settlement Website for submitting claims and available, upon request, in a form substantially similar to Exhibit A, attached hereto; and
- h) appointment of Atticus as the Claims Administrator.

3.2 Notice shall be provided to Settlement Class Members by the Claims Administrator as follows:

- a) *Class Member Information:* Within ten (10) days of entry of the Preliminary Approval Order, JS Autoworld shall provide the Claims Administrator with the notice list used to notify the Class of the Data Incident, which includes the name

and physical address of each Settlement Class Member (collectively, “Class Member Information”), to the extent such information was identified. The Claims Administrator shall utilize industry standard practices for verifying the names and addresses of Settlement Class Members prior to sending Notice.

- b) The Class Member Information and its contents shall be used by the Claims Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Except to administer the Settlement as provided in this Agreement, or to provide data and information in its possession to the Settling Parties upon request, the Claims Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information.
- c) *Settlement Website:* Prior to the dissemination of the Short Notice, the Claims Administrator shall establish the Settlement Website, that will inform Settlement Class Members of the terms of this Agreement, their rights, relevant Settlement dates and deadlines, and related information. The Settlement Website shall include, .in .pdf format and available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Agreement; (v) the operative Class Action Complaint filed in the Litigation; and (vi) any other materials agreed upon by the Settling Parties and/or required by the Court. The Settlement Website shall provide Settlement Class Members with the ability to complete and submit the Claim Form, and supporting documentation, electronically.

d) *Short Notice:* Within thirty (30) days of entry of the Preliminary Approval Order and to be substantially completed not later than forty-five (45) days after entry of the Preliminary Approval Order, subject to the requirements of this Agreement and the Preliminary Approval Order, the Claims Administrator will provide notice, using the Short Notice, to the Settlement Class members as follows:

- via direct mail to the postal address provided within the Class Member Information. Before any mailing under this paragraph occurs, the Claims Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS within thirty (30) days of entry of the Preliminary Approval Order;
- in the event that a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is not valid, and the envelope contains a forwarding address, the Claims Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice;
- in the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Opt-Out Date and the Objection Date, a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is no longer valid, i.e., the envelope is marked “Return to Sender” and

does not contain a new forwarding address, the Claims Administrator shall perform a standard skip trace, in the manner that the Claims Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Claims Administrator will re-send the Short Notice within seven (7) days of receiving such information. This shall be the final requirement for mailing.

- e) Publishing, on or before the date of mailing the Short Notice, the Claim Form and the Long Notice on the Settlement Website as specified in the Preliminary Approval Order, and maintaining and updating the Settlement Website throughout the claim period;
- f) A toll-free help line shall be made available to provide Settlement Class Members with information relevant to this Settlement through the Effective Date and longer if agreed upon by the Settling Parties;
- g) The Claims Administrator also will provide hard copies of the Short Notice, Long Notice, and paper Claim Form, as well as this Settlement Agreement, upon request to Class Members; and
- h) Contemporaneously with seeking Final approval of the Settlement, Class Counsel shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice.

3.3 The Short Notice, Long Notice, and other applicable communications to the Class may be adjusted by the Claims Administrator, respectively, in consultation and agreement with

the Settling Parties, as may be reasonable and not inconsistent with such approval. The notice program shall commence within thirty (30) days after entry of the Preliminary Approval Order and shall be completed within forty-five (45) days after entry of the Preliminary Approval Order.

3.4 Class Counsel shall request that after notice is completed, the Court hold a hearing (the “Final Fairness Hearing”) and grant final approval of the settlement set forth herein.

4. Opt-Out Procedures

4.1 Each Person wishing to opt-out of the Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest a Person’s intent to be excluded from the Class. To be effective, written notice must be postmarked no later than sixty (60) days after the date on which the notice program commences pursuant to ¶ 3.2.

4.2 All Persons who submit valid and timely notices of their intent to be excluded from the Class, referred to herein as “Opt-Outs,” shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Class who do not request to be excluded from the Settlement Class (i.e., Settlement Class Members) in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3 In the event that within ten (10) days after the Opt-Out Date as approved by the Court, there have been more than fifty (50) timely and valid Opt-Outs (i.e., exclusions) submitted, JS Autoworld may, by notifying Class Counsel and the Court in writing, void this Settlement Agreement. If JS Autoworld voids the Settlement Agreement pursuant to this paragraph, JS Autoworld shall be obligated to pay all settlement expenses already incurred, excluding any attorneys’ fees, costs, and expenses of Class Counsel and service awards and shall not, at any time,

seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation, excepting settlement expenses paid arising from acts of fraud by the party from whom recovery is sought.

5. Objection Procedures

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (vi) the objector's signature and, if applicable, the signature of the objector's duly authorized attorney or other duly authorized representative. To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court no later than sixty (60) days from the date on which the notice program commences pursuant to ¶ 3.2. Concurrently and by the same date, a copy of the objection must be mailed and postmarked or emailed to the Claims Administrator to the Post Office box or email address established by the Claims Administrator and identified in the Claim Form. The Claims Administrator will forward, upon receipt, the objection to Class Counsel and counsel for JS Autoworld.

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 shall waive and forfeit any and all rights he, she or they may have to appear

separately and/or to object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and any Judgment in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Nevada Rules of Appellate Procedure and not through a collateral attack.

6. Releases

6.1 Upon the Effective Date, each Settlement Class Member, including Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims, including the Unknown Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any other capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted against any one or more of the Released Parties.

6.2 Upon the Effective Date, JS Autoworld shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Plaintiff, each and all of the Settlement Class Members, and Class Counsel of all claims based upon the institution, prosecution, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Notwithstanding the above, any other claims or defenses JS Autoworld may have against such Persons including, without limitation, any claims

based upon any retail, banking, debtor-creditor, contractual, or other business relationship with such Persons not based upon the institution, prosecution, settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

6.3 Notwithstanding any term herein, neither JS Autoworld nor their Released Parties, shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Plaintiff, each and all of the Settlement Class Members, and Class Counsel.

7. Class Counsel's Attorneys' Fees, Costs, and Expenses; Service Award to Plaintiff

7.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to Plaintiff, as provided for in ¶¶ 7.2 and 7.3, until after the substantive terms of the settlement had been agreed upon, other than that JS Autoworld would not object to a request for reasonable attorneys' fees, costs, expenses, and a service award to Plaintiff as may be ordered by the Court. JS Autoworld and Class Counsel then negotiated and agreed to the provision described in ¶ 7.2.

7.2 JS Autoworld has agreed not to object to a request by Class Counsel for attorneys' fees, inclusive of any costs and expenses of the Litigation, subject to Court approval, in an amount not to exceed \$120,000. Class Counsel, in their sole discretion, shall allocate and distribute any amount of attorneys' fees, costs, and expenses awarded by the Court. No Person shall have any claim against the Claims Administrator and/or JS Autoworld based on allocations or distributions of attorneys' fees, costs, and expenses by Class Counsel.

7.3 Subject to Court approval, JS Autoworld has agreed not to object to a request for a service award in the amount of \$1,500 to named Plaintiff.

7.4 If awarded by the Court, JS Autoworld shall pay the attorneys' fees, costs, expenses, and service awards to Class Counsel within thirty (30) days of the Effective Date. Class Counsel shall thereafter distribute the award of attorneys' fees, costs, and expenses among Class Counsel and the service award to Plaintiff consistent with ¶¶ 7.2 and 7.3. JS Autoworld and the Claims Administrator shall have no responsibility, liability, or other obligation concerning the distribution of attorneys' fees, costs and expenses among Class Counsel and service award to Plaintiff.

7.5 The amount(s) of any award of attorneys' fees, costs, and expenses, and the service award to Plaintiff, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. These payments will not in any way reduce the consideration being made available to the Settlement Class as described herein. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service awards ordered by the Court to Class Counsel or Plaintiff shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

8. Administration of Claims

8.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶ 2.1. Class Counsel and JS Autoworld shall be given reports as to both claims and distribution and have the right to review and obtain supporting documentation to the extent necessary to resolve Claims Administration issues. The Claims Administrator's determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the process set forth in ¶ 2.5.

8.2 Checks or electronic payment (if selected by a Settlement Class Member) for approved Valid Claims shall be mailed and postmarked or electronically transferred within thirty (30) days of the Effective Date.

8.3 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise expressly allowed by law or the Settling Parties' written agreement, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

8.4 No Person shall have any claim against the Claims Administrator, JS Autoworld, Released Parties, Class Counsel, Plaintiff, and/or JS Autoworld's counsel based on distributions of benefits to Settlement Class Members.

8.5 Information submitted by Settlement Class Members in connection with submitted claims under this Settlement Agreement shall be deemed confidential and protected as such by the Claims Administrator, Class Counsel, and counsel for JS Autoworld.

9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

9.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) the Court has entered the Order of Preliminary Approval and Publishing of Notice of a Final Fairness Hearing, as required by ¶ 3.1;
- b) JS Autoworld has not exercised its option to terminate the Settlement Agreement pursuant to ¶ 4.3 or as otherwise permitted by this Settlement Agreement;

- c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- d) the Judgment has become Final, as defined in ¶ 1.12.

9.2 If all conditions specified in ¶ 9.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 9.4 unless Class Counsel and counsel for JS Autoworld mutually agree in writing to proceed with the Settlement Agreement.

9.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Class Counsel and to JS Autoworld's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

9.4 In the event that the Settlement Agreement or the releases set forth in ¶¶ 6.1, 6.2, and 6.3 above are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms: (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel; and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement.

10. Miscellaneous Provisions

10.1 The Settling Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

10.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth in the Settlement Agreement.

10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Parties may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*,

collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10.5 This Agreement contains the entire understanding between JS Autoworld and Plaintiff regarding the Settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between JS Autoworld and Plaintiff in connection with the Settlement. Except as otherwise provided herein, each party shall bear its own costs. Any agreements reached between JS Autoworld, Plaintiff, and any third party, are expressly excluded from this provision.

10.6 Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiff to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

10.7 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

10.8 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

10.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

10.10 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

10.11 As used herein, "he" means "he, she, or it;" "his" means "his, hers, or its," and "him" means "him, her, or it."

10.12 All dollar amounts are in United States dollars (USD).

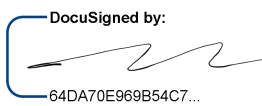
10.13 Cashing a settlement check or accepting an electronic payment of a Settlement distribution is a condition precedent to any Settlement Class Member's right to receive settlement benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within ninety (90) days, after which time it is void." If a check becomes void, the Settlement Class Member shall have until three (3) months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and JS Autoworld shall have no obligation to make payments to the Settlement Class Member for expense reimbursement under ¶ 2.1 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than two (2) months from the Effective Date, requests for re-issuance need not be honored after such checks become void.

10.14 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto execute this Settlement Agreement as established by their signatures below.

Dated: 12/29/2023, 2023 *Kristen Coon*
Kristen Coon (Dec 29, 2023 09:14 PST)

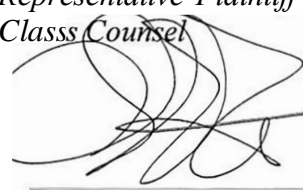
Kristen Coon

Dated: 12/29/2023, 2023 
DocuSigned by:
64DA70E969B54C7...

J. Gerard Stranch, IV

Dated: 12/29/2023, 2023 *John J. Nelson*

John J. Nelson

Representative Plaintiff's Counsel and Proposed Class Counsel


JS Autoworld, Inc. *Defendant*
By: Christina Ribaud
Its: CFO/Treasurer

**EXHIBIT A to the
Settlement Agreement:
Claim Form**

Must be postmarked
or submitted online by
Month DD, 2024

COON V. JS AUTOWORLD CLAIMS
C/O ATTICUS ADMINISTRATION
PO BOX 64053
ST. PAUL, MN 55164
WWW.INSERT.COM

JS
AUTOWORLD

JS Autoworld Settlement Claim Form

Kristen Coon v. JS Autoworld, Inc., dba Planet Nissan, A Nevada Corporation
Case No. A-23-869272-C
Eighth Judicial District Court, Clark County, Nevada

SETTLEMENT BENEFITS

This Claim Form should be filled out online or submitted by mail if you are an individual notified of a data incident that occurred in or about June 2022 (“Data Incident”) by letter from or on behalf of JS Autoworld, Inc., dba Planet Nissan (“JS Autoworld”), and you wish to sign up for credit monitoring and identity protection services and/or had extraordinary losses because of the Data Incident or out-of-pocket expenses or lost time spent dealing with the Data Incident. You may get a check or electronic payment if you fill out this Claim Form, if the Settlement is finally approved, and if you are found to be eligible for a payment.

The settlement notice describes your legal rights and options. Please visit the official Settlement Website, www.INSERT.com or call **1-INSERT** for more information.

If you wish to submit a claim for a settlement payment, you need to provide the information requested below. Please print clearly in blue or black ink. This Claim Form must be mailed and postmarked by **INSERT**. Alternatively, you may submit a claim using the online form located on the Settlement Website listed above.

TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST PROVIDE ALL OF THE REQUIRED INFORMATION BELOW AND YOU MUST SIGN THIS CLAIM FORM. THIS CLAIM FORM SHOULD ONLY BE USED IF A CLAIM IS BEING MAILED IN AND IS NOT BEING FILED ONLINE.

Class Member Information

1. NAME:	First	M.I.	Last
	<input type="text"/>	<input type="text"/>	<input type="text"/>
2. MAILING ADDRESS:	Street Address		
	<input type="text"/>		
	Apt. No.		
	<input type="text"/>		
	City		
<input type="text"/>			
State			
<input type="text"/>			
Zip			
<input type="text"/> - <input type="text"/>			

Expense Types and Examples of Documents	Approximate Amount of Expense and Date Incurred	Description of Ordinary Losses (Identify what you are attaching, and why the loss was incurred as a result of the Data Incident.)
<p>Unreimbursed Bank Fees</p> <p><i>Examples: Bank statements with fees, such as card reissuance, unreimbursed overdraft and late fees, circled.</i></p>	<p>\$</p> <p>Date:</p>	<hr/> <hr/> <hr/> <hr/> <hr/>
<p>Long Distance Phone Charges</p> <p><i>Example: Phone bills with charges circled.</i></p>	<p>\$</p> <p>Date:</p>	<hr/> <hr/> <hr/> <hr/>
<p>Cell Phone Charges (only if charged by the minute)</p> <p><i>Example: Cell phone bills with charges circled.</i></p>	<p>\$</p> <p>Date:</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<p>Data Charges (only if charged based on the amount of data used)</p> <p><i>Examples: Cell phone and/or internet bills with charges circled.</i></p>	<p>\$</p> <p>Date:</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

<p>Postage</p> <p><i>Example: Postage receipts with charges circled.</i></p>	<p>\$</p> <p>Date:</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<p>Gasoline for Local Travel</p> <p><i>Example: Gasoline receipts with charges circled.</i></p>	<p>\$</p> <p>Date:</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<p>Credit Reports</p> <p><i>Example: Receipts or statements for credit reports ordered with charges circled.</i></p>	<p>\$</p> <p>Date:</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<p>Credit Monitoring Products</p> <p><i>Example: Receipts or statements for credit monitoring products purchased with charges circled.</i></p>	<p>\$</p> <p>Date:</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

<p>Identity Theft Insurance Product</p> <p><i>Example: Receipts or statements for identity theft insurance products purchased with charges circled.</i></p>	<p>\$</p> <p>Date:</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
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Lost Time

All members of the Settlement Class who have spent time dealing with the Data Incident may claim up to four (4) hours for lost time at a rate of \$17.50 per hour. Any payment for lost time is included in the \$500 cap per Settlement Class member.

I spent this many hours of time related to the Data Incident:

Hour(s). Please round to the nearest hour (no documentation is needed).

By checking this box, I attest that I spent the claimed time responding to issues raised by the Data Incident.

Explanation of Time Spent Responding to Issues Raised by the Data Incident (Identify what you did and why)	Approx. Date(s) (if known)	Number of Hour(s) rounded
<hr/> <hr/> <hr/> <hr/> <hr/>		

Extraordinary Losses Caused by the Data Incident

Check the box if you wish to claim extraordinary losses caused by the Data Incident. Settlement Class Members may make a claim for documented extraordinary losses more likely than not caused by the Data Incident, up to a maximum amount of \$4,750.

Extraordinary losses, including proven actual monetary losses caused by fraud or information misuse can be reimbursed provided the loss: (i) is actual, documented, and unreimbursed; (ii) was more likely than not caused by the Data Incident; (iii) occurred **between June 30, 2022 and the Claims Deadline**; (iv) is not already covered by one or more ordinary loss claimed in this Claim Form and (v) you made reasonable efforts to avoid the loss, or seek reimbursement for the loss through existing credit monitoring insurance and identity theft insurance.

Please describe the categories of Extraordinary Losses you are claiming, and be sure to attach all documentation you have relating to these expenses:

Total Amount Claimed for this Category: \$ _____ (maximum \$4,750)

Expense Types and Examples of Documents	Approximate Amount of Expense and Date Incurred	Description of Extraordinary Losses (Identify what you are attaching, and why it was incurred as a result of the Data Incident.)
For example, professional fees incurred to address identity theft or fraud, such as falsified tax returns, account fraud, and/or medical-identity theft.	\$ Date:	_____ _____ _____
Other losses or costs resulting from identity theft or fraud (provide detailed description) <i>Please provide a detailed description or a separate document submitted with this Claim Form.</i>	\$ Date:	_____ _____ _____

Payment Option

If you made a claim for a cash payment in this Claim Form, you could elect to receive your payment either by check or as a digital payment. Payments must be cashed within ninety (90) days.

Which do you prefer?

- Check mailed to me
 Digital payment

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

PayPal - Enter your PayPal email address: _____

Venmo - Enter the mobile number associated with your Venmo account: _____ - _____ - _____

Zelle - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: _____ - _____ - _____ or Email Address: _____

Virtual Prepaid Card - Enter your email address: _____

YOU WILL RECEIVE A VERIFICATION EMAIL REGARDING YOUR DIGITAL PAYMENT. YOU MUST VERIFY AND AUTHENTICATE YOUR PAYMENT INFORMATION IN ORDER TO RECEIVE A DIGITAL PAYMENT. IF YOU DO NOT VERIFY AND AUTHENTICATE YOUR INFORMATION, A PAPER CHECK WILL BE SENT TO YOU.

Signature

I swear and affirm under the laws of the United States that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

I understand the Claims Administrator may ask me to provide supplemental information before my claim is considered complete, and may otherwise audit my claim form for accuracy and validity.

Signature:

Dated:

Print Name:

Reminder Checklist.

- Keep copies of the completed Claim Form and documentation for your own records.

- If your address changes or you need to make a correction to the address on this Claim Form, please visit the Settlement Website at www.INSERT.com and complete the form for updating contact information or send written notification of your new address to the Claims Administrator. Make sure to include your Settlement Claim ID and your phone number in case we need to contact you to complete your request.
- Please do not provide any sensitive documents that may contain personal information via email to the Claims Administrator. If you need to supplement your claim submission with additional documentation, please visit the Settlement Website at www.INSERT.com and provide these documents by uploading them online using the Documentation Upload page or by mail to the address at the top of this Claim Form.
- For more information, please visit the settlement website at www.INSERT.com or call the Claims Administrator at 1-[INSERT](tel:INSERT). Please do **not** call the Court or the Clerk of the Court for additional information.

**EXHIBIT B to the
Settlement Agreement:
Short Form Notice of
Settlement**

**A proposed Settlement has been reached in a class action lawsuit
known as *Kristen Coon v. JS Autoworld, Inc., dba Planet Nissan, A Nevada Corporation,
Does 1 through 10, and Roes 1 through 10, Case No.: A-23-869272-C,*
("Lawsuit"), filed in the Eighth Judicial District Court, Clark County, Nevada**

What is this about? This Lawsuit arises out of unauthorized access to JS Autoworld, Inc., dba Planet Nissan ("JS Autoworld") systems, that occurred in or about June 2022 (the "Data Incident"), and allegations concerning certain files potentially accessed during the Data Incident that may have contained personally identifiable information ("PII") of Settlement Class Members.

Who is a Settlement Class Member? You are a Settlement Class Member if JS Autoworld identified you as being among those individuals impacted by the Data Incident, including all who were sent a notice of the Data Incident.

What are the benefits? The Settlement provides the following benefits:

- **Documented Ordinary Loss Expense Reimbursement:** Up to \$500 for documented out-of-pocket expenses and fees for credit reports, credit monitoring, or other identity theft insurance products. You must submit supporting documentation to receive reimbursement for your claimed losses.
- **Lost Time Reimbursement:** Reimbursement for up to four (4) hours of lost time spent dealing with the Data Incident (reimbursed at a rate of \$17.50 per hour).
- **Documented Extraordinary Loss Reimbursement:** Reimbursement for documented extraordinary losses, not to exceed \$4,750 per Settlement Class Member, for proven actual monetary losses. You must submit supporting documentation to receive reimbursement for your claimed losses.
- **Credit Monitoring:** two years of credit monitoring services with \$1,000,000 in identity theft protection services.
- **Remedial Relief:** JS Autoworld has implemented data enhancement measures to provide security for Plaintiffs and Settlement Class Members' PII.

You must file a claim by mail postmarked by [INSERT DATE] or online at [INSERT WEBSITE] by [INSERT DATE] to receive benefits from the Settlement.

What are my other rights?

- **Do Nothing:** If you do nothing, you remain in the Settlement. You give up your rights to sue and will be bound by any judgment, favorable or not, but you will not get any money; you must submit a claim to get money. If you do not exclude yourself from the Settlement, you may retain an attorney at your own expense and enter an appearance in the action through your attorney.
- **Exclude yourself:** You can get out of the Settlement and keep your right to sue about the claims in this Lawsuit, but you will not get any money from the Settlement. The Court will exclude you from the Settlement if you send a request for exclusion by [INSERT DATE].
- **Object:** You can stay in the Settlement but tell the Court why you think the Settlement should not be approved. Objections must be submitted by [INSERT DATE]. Detailed instructions on how to file a claim, get additional credit monitoring, exclude yourself, or object are on the Settlement Website at [INSERT WEBSITE].

The Court will hold the Final Fairness Hearing at [INSERT] to consider whether the proposed Settlement is fair, reasonable, and adequate, to consider an award of combined attorneys' fees, costs, and expenses of \$120,000 and request a Class Representative service award of \$1,500, to the Class Representative and to consider whether and if the Settlement should be approved. You may attend the hearing, but you don't have to.

This is only a summary. For additional information, including a copy of the Settlement Agreement, Long Form Notice, Claim Form, Class Counsel's Application for Attorneys' Fees and Expenses, and other documents, visit [\[INSERT WEBSITE\]](#) or call [\[INSERT PHONE #\]](#).

**EXHIBIT C to the
Settlement Agreement:
Long Form Notice of
Settlement**

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If JS Autoworld dba Nissan Planet, A Nevada Corporation (“JS Autoworld”) Notified You Of A Data Security Incident, You May Be Eligible For Benefits From A Class Action Settlement.

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

- A proposed Settlement has been reached in a class action lawsuit known as *Kristen Coon v. JS Autoworld, Inc. dba Planet Nissan, a Nevada Corporation; Does 1 through 10 and Roes 1 through 10*, Case No.: A-23-869272-C (“Lawsuit”), filed in the Eighth Judicial District Court, Clark County, Nevada.
- This Lawsuit arises out of unauthorized access to JS Autoworld’s systems in or about June 2022 (the “Data Incident”), and allegations concerning certain files potentially accessed during the Data Incident that may have contained personally identifiable information (“PII”) of Settlement Class Members.
- All Settlement Class Members can receive the following benefits from the Settlement: (1) reimbursement for up to \$500 for documented out-of-pocket expenses and fees for credit reports, credit monitoring, or other identity theft insurance products, (2) reimbursement for up to four (4) hours of lost time spent dealing with the Data Incident (\$17.50 per hour), and (3) reimbursement for documented extraordinary losses, not to exceed \$4,750 per Settlement Class Member, for proven actual monetary losses..
- Settlement Class Members can receive two years of credit monitoring services with \$1,000,000 in identity theft protection services.
- JS Autoworld has also implemented enhanced data security measures to further protect the PII of Plaintiffs and Class Members.
- You are included in this Settlement as a Settlement Class Member if you were sent a notice of the Data Incident.
- Your legal rights are affected regardless of whether you do or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT

Submit a Claim and/or Receive Credit Monitoring	You must submit a valid Claim to get money or credit monitoring from this Settlement. Claim Forms must be submitted online by [INSERT DATE] or, if mailed, postmarked no later than [INSERT DATE].
Do Nothing	If you do nothing, you remain in the Settlement. You give up your rights to sue and you will not get any money or credit monitoring from the Settlement.
Exclude Yourself	Get out of the Settlement. Get no money. Keep your rights. This is the only option that allows you to keep your right to sue about the claims in this Lawsuit. You will not get any money or credit monitoring from the Settlement.

	Your request to exclude yourself must be postmarked no later than [INSERT DATE].
File an Objection	Stay in the Settlement, but tell the Court why you think the Settlement should not be approved. Objections must be postmarked or emailed no later than [INSERT DATE].
Go to a Hearing	You can ask to speak in Court about the fairness of the Settlement. <i>See</i> Question 18 for more details. The Final Fairness Hearing is scheduled for [INSERT DATE].

WHAT THIS NOTICE CONTAINS

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2. What is this case about?
3. Why is there a Settlement?
4. Why is this a class action?

The Settlement Benefits..... Pages 5-7

5. What does this Settlement provide?
6. How to submit a Claim?
7. What am I giving up as part of the Settlement?
8. Will the Class Representative receive compensation?

Exclude Yourself..... Page 7

9. How do I exclude myself from the Settlement?
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13. How will the lawyers be paid?

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- 16. When and where will the Court decide whether to approve the Settlement?
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Get More Information Page 10

- 19. How do I get more information about the Settlement?

BASIC INFORMATION

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

1. How do I know if I am affected by the Lawsuit or included in the Settlement?

You are a Settlement Class Member if you were sent a notice of the Data Incident. The notice informed individuals that they may have been impacted by the Data Incident.

If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit [INSERT], call toll free [INSERT], or write to [INSERT].

2. What is this case about?

This case is known as *Kristen Coon v. JS Autoworld, Inc. dba Planet Nissan, a Nevada Corporation; Does 1 through 10 and Roes 1 through 10*, Case No.: A-23-869272-C (“Lawsuit”), filed in the Eighth Judicial District Court, Clark County, Nevada. The people who sued are called the “Plaintiff” and the company they sued, JS Autoworld, is known as the “Defendant” in this case.

Plaintiff filed the Lawsuit against Defendant, individually, and on behalf of anyone whose personally identifiable information (“PII”) was potentially impacted as a result of the Data Incident.

This Lawsuit arises out of unauthorized access to JS Autoworld’s systems in or about June 2022 (the “Data Incident”), and allegations concerning certain files potentially accessed during the Data Incident that may have contained Personally Identifiable Information (“PII”) of Settlement Class Members. After learning of the Data Incident, Defendant mailed notification to persons whose PII may have been impacted by the Data Incident. Subsequently, this Lawsuit was filed asserting claims against Defendant relating to the Data Incident.

Defendant denies any wrongdoing, liability, or that damages resulted from the Data Incident.

3. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. The Class Representative, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and, thus, in the best interests for Settlement Class Members. The Court did not decide in favor of the Plaintiff or Defendant. Full details about the proposed Settlement are found in the Settlement Agreement available at [INSERT].

4. Why is this a class action?

In a class action, one or more people called a “Class Representative” sue on behalf of all people who the Class Representative believes have similar claims. All these people together are the “Settlement Class” or “Settlement Class Members.”

THE SETTLEMENT BENEFITS

5. What does this Settlement provide?

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

Expense Reimbursement

Documented Ordinary Loss Expense Reimbursement: All Settlement Class Members who submit a valid claim using the Claim Form are eligible for the following documented ordinary loss expense reimbursement, not to exceed \$500 per Settlement Class Member: documented out-of-pocket expenses that were incurred as a result of the Data Incident between June 30, 2022 and the Claims Deadline, including but not limited to: (i) unreimbursed bank fees; (ii) long distance phone charges; (iii) cell phone charges (only if charged by the minute); (iv) data charges (only if charged based on the amount of data used); (v) postage; (vi) freezing or unfreezing credit reports (with demonstration that a free freeze was not available) (vii) copying or scanning, or faxing incident pertinent information; (viii) fees for identity theft protection services and plans, or (ix) gasoline for local travel. To receive reimbursement for any of the above-referenced documented ordinary loss expenses, Settlement Class Members must submit a valid and timely Claim Form, including necessary supporting documentation, to the Claims Administrator.

Lost Time Reimbursement: Settlement Class Members are also eligible to receive reimbursement for up to four (4) hours of lost time spent dealing with the Data Incident (calculated at the rate of \$17.50 per hour). Settlement Class Members may receive reimbursement for lost time if at least one (1) full hour was spent dealing with the Data Incident between June 30, 2022 and the Claims Deadline. Settlement Class Members may receive reimbursement for lost time if the Settlement Class Member includes a brief description of activities engaged in responding to the incident and the time spent on each such activity, and attests that any claimed lost time was spent responding to issues raised by the Data Incident. Claims made for lost time can be combined with reimbursement for the above referenced out-of-pocket expenses with the combined or individual time spent reimbursement is subject to the \$500 cap for ordinary out-of-pocket expenses applicable to each Settlement Class Member.

Documented Extraordinary Loss Reimbursement: Settlement Class Members are also eligible to receive reimbursement for documented extraordinary losses, not to exceed \$4,750 per Settlement Class Member, including proven actual monetary losses, provided that: (i) the loss is an actual, documented, and unreimbursed monetary loss arising from fraud or misuse; (ii) the loss was more likely than not caused by the Data Incident; (iii) the actual loss is not already covered

by one or more of the ordinary loss compensation categories; (iv) the claimant made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance; and (v) the loss occurred between June 30, 2022 and the **Claims Deadline**. The maximum amount any one Settlement Class Member may recover for documented extraordinary losses is \$4,750.

Credit Monitoring: All Settlement Class Members will be eligible to claim two years of free credit monitoring services with \$1,000,000 in identity theft protection services upon submission of a valid Claim Form.

Remedial Relief: Defendant has enhanced and will also continue to provide security for Plaintiff's and Class Members' PII. Defendant agrees to pay for such remedial costs separate and apart from other settlement benefits.

PLEASE NOTE THAT IN ORDER TO RECEIVE PAYMENT FOR DOCUMENTED ORDINARY OR EXTRAORDINARY LOSSES, YOU MUST SUBMIT THE REQUIRED SUPPORTING DOCUMENTATION. FAILURE TO PROVIDE DOCUMENTATION WILL RESULT IN A DENIAL OF ANY CLAIM FOR DOCUMENTED ORDINARY OR EXTRAORDINARY LOSSES.

6. How to submit a claim?

All claims will be reviewed by the Claims Administrator for completeness and plausibility. You must file a Claim Form to get money and credit monitoring from the proposed Settlement. Claim Forms must be submitted online by **[INSERT DATE]** or postmarked no later than **[INSERT DATE]**. You can download a Claim Form at **[INSERT]** or you can call the Claims Administrator at **[INSERT]** for a Claim Form.

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

If you stay in the Settlement Class, you will be eligible to receive benefits, but you will not be able to sue JS Autoworld and all of its past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, servants, members, providers, partners, principals, directors, officers, shareholders, and owners, and all of their respective attorneys, heirs, executors, administrators, insurers, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, authorized agents, and assigns, and includes, without limitation, any Person related to any such entities who is, was, or could have been named as a defendant in the Litigation (collectively, the "Released Parties") regarding the Released Claims (as defined in the Settlement Agreement).

The Settlement Agreement, which includes all provisions about settled claims, releases, and Released Parties, is available at **[INSERT WEBSITE]**.

The only way to keep the right to sue is to exclude yourself (*see* Question 10), otherwise you will be included in the Settlement Class, and, if the Settlement is approved, you will give up the right to sue for the claims in this case.

8. Will the Class Representative receive compensation?

Yes. The Class Representative will receive a service award of up to \$1,500 to compensate her for her services and efforts in bringing and pursuing the lawsuit. The Court will make the final decision as to the amount, if any, to be paid to the Class Representative.

EXCLUDE YOURSELF

9. How do I exclude myself from the Settlement?

If you do not want to be included in the Settlement, the Court will exclude you from the Settlement if you send a timely written request for exclusion, signed by you or a person authorized by law, such as a trustee, guardian, or person acting under power of attorney to act on your behalf, stating your full name, address, and telephone number. Your request must also clearly manifest your intent to be excluded from the Settlement Class, to be excluded from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement. If you do not timely exclude yourself from the Settlement you will be included in any judgment, regardless as to whether that judgment is favorable or not.

Your written request for exclusion must be postmarked no later than **[INSERT]** to:

[INSERT MAILING ADDRESS]

Instructions on how to submit a request for exclusion are available in the Settlement Agreement, Section IV, which can be found at **[INSERT WEBSITE]** or from the Claims Administrator by calling **[INSERT PHONE #]**.

If you exclude yourself you will not be able to receive any cash benefit or credit monitoring from the Settlement, and you cannot object to the Settlement at the Final Approval Hearing. You will not be legally bound by anything that happens in the Lawsuit, and you will keep your right to sue Defendant for the claims that this Settlement resolves.

10. If I do not exclude myself, can I sue later?

No. If you do not exclude yourself from the Settlement, and the Settlement is approved by the

Court, you forever give up the right to sue the Released Parties (listed in Question 8) for the Released Claims this Settlement resolves.

11. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it, you will not get any money or credit monitoring services from the Settlement, you will not be able to start or proceed with a lawsuit or be part of any other lawsuit against the Released Parties (listed in Question 8) about the Released Claims at any time.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

Yes. The Court has appointed MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC and STRANCH, JENNINGS AND GARVEY, PLLC (called “Class Counsel”) to represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you do wish to be excluded from the Settlement and want to be represented by your own lawyer, you may hire one at your own expense and enter an appearance in the action through your counsel.

Class Counsel may be contacted at

J. Gerard Stranch, IV
STRANCH, JENNINGS & GARVEY, PLLC
223 Rosa L. Parks Ave., Suite 200
Nashville, TN 37203
Telephone: 615-254-8801

John J. Nelson
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**
280 S. Beverly Drive
Beverly Hills, CA 90212
Tel: (866) 252-0878

13. How will the lawyers be paid?

Class Counsel will apply to the Court for an award of combined attorneys’ fees, costs, and expenses in an amount not to exceed \$120,000. A copy of Class Counsel’s Motion for Attorneys’ Fees, Costs, Expenses, and Service Award for Class Representative will be posted on the Settlement Website, [**INSERT WEBSITE**], before the Final Fairness Hearing. The Court will make the final decisions as to the amounts to be paid to Class Counsel and may award less than the amount requested. The amount awarded to Class Counsel will not impact the benefits to be provided to the Settlement Class Members.

OBJECTING TO THE SETTLEMENT

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

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you must file an objection with the Court telling it why you do not think the Settlement should be approved.

Objections must be submitted in writing and include all the following information:

- (i) the objector's full name, address, telephone number, and e-mail address (if any);
- (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident);
- (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable;
- (iv) the identity of any and all counsel representing the objector in connection with the objection;
- (v) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and
- (vi) the objector's signature and, if applicable, the signature of the objector's duly authorized attorney or other duly authorized representative.

Your Objection must be filed with the Clerk of Court and include the case name and docket number, *Kristen Coon v. JS Autoworld, Inc. dba Planet Nissan, a Nevada Corporation; Does 1 through 10 and Roes 1 through 10*, Case No.: A-23-869272-C and be received no later than [INSERT DATE] at:

[INSERT COURT CLERK INFORMATION]

If you do not timely submit your objections in compliance with all requirements, you will be considered to have waived all Objections and will not be entitled to speak at the Final Fairness Hearing.

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

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

THE FINAL FAIRNESS HEARING

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

The Court will hold the Final Fairness Hearing at [INSERT DATE, TIME, LOCATION]. The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check [INSERT WEBSITE] for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be finally approved. If there are valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider

the award of attorneys' fees, costs, and expenses to Settlement Class Counsel and the request for a Service Award to the Class Representative.

17. Do I have to come to the hearing?

No. You are not required to come to the Final Fairness Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an Objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may have your own lawyer, at your expense, attend the Final Fairness Hearing, but that is not necessary. However, you must follow the requirements for making objections in Question 15, including the requirements for making an appearance at the hearing.

18. May I speak at the hearing?

Yes. You can speak at the Final Fairness Hearing, but you must ask the Court for permission. To request permission to speak, you must file an objection according to the instructions in Question 14, including all the information required for you to make an appearance at the hearing. You cannot speak at the hearing if you exclude yourself from the Settlement.

GET MORE INFORMATION

19. How do I get more information about the Settlement?

This is only a summary of the proposed Settlement. If you want additional information about this lawsuit, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, Class Counsel's Motion for Attorneys' Fees, Costs, Expenses, and Service Award for Class Representative, and more, please visit [\[INSERT WEBSITE\]](#) or call [\[INSERT PHONE\]](#). You may also contact the Claims Administrator at [\[INSERT MAILING ADDRESS\]](#).

PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR DEFENDANT'S COUNSEL. QUESTIONS SHOULD BE DIRECTED TO THE CLAIMS ADMINISTRATOR OR CLASS COUNSEL

**EXHIBIT D to the
Settlement Agreement:
Proposed Form of
Preliminary Approval
Order**

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1 **ORDA**
Nathan R. Ring
2 Nevada State Bar No. 12078
STRANCH, JENNINGS & GARVEY, PLLC
3 3100 W. Charleston Blvd., #208
Las Vegas, NV 89102
4 Telephone: 725-235-9750
5 Email: LasVegas@StranchLaw.com

6 John J. Nelson
(Supreme Court Rule 42 application forthcoming)
7 MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC
280 S. Beverly Drive
8 Beverly Hills, CA 90212
9 Tel: (858) 209-6941
Fax: (865) 522-0049
10 jnelson@milberg.com

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

13 KRISTEN COON, individually and on
behalf all others similarly situated,

14 Plaintiff,

16 v.

17 JS AUTOWORLD, INC., dba PLANET
NISSAN, a Nevada Corporation; DOES
18 1 through 10 and ROES 1 through 10

19 Defendant.

CASE NO. A-23-869272-C

Dept. No.: 6

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT; CERTIFYING CLASS FOR
PURPOSES OF SETTLEMENT;
APPROVING NOTICE TO THE CLASS;
AND SCHEDULING OF A SETTLEMENT
HEARING**

20
21 The Court having held a Preliminary Approval Hearing on _____, 2024, at _____.m., in the
22 Courtroom of [], Clark County at 200 Lewis Avenue, Las Vegas, NV 89155 and having considered
23 all matters submitted to it at the Preliminary Approval Hearing and otherwise, and finding no just
24 reason for delay in entry of this Order Granting Preliminary Approval of Class Action Settlement
25 (this "Order") and good cause appearing therefore, and having considered the papers filed and
26 proceedings held in connection with the Settlement, having considered all of the other files, records,
27 and proceedings in the Action, and being otherwise fully advised,
28

1 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

2 **PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT**

3 1. The Settlement Agreement, which is attached to Plaintiff's Unopposed Motion for
4 Preliminary Approval ("Motion for Preliminary Approval") as Exhibit 1, is incorporated fully
5 herein by reference. The definitions used in the Settlement Agreement are adopted in this Order
6 and shall have the same meaning ascribed in the Settlement Agreement.
7

8 2. The Court has jurisdiction over (a) the claims at issue in this lawsuit, (b) Plaintiff
9 Kristen Coon, individually and on behalf of all others similarly situated ("Plaintiff"), and (c)
10 Defendant JS Autoworld d/b/a Planet Nissan ("JS Autoworld" or "Defendant") and, together with
11 Plaintiff, the "Parties".

12 3. This Order is based on Nevada Rule of Civil Procedure 23 ("Rule 23").

13 4. The Court finds that the Parties' Settlement as set forth in Exhibit 1 to Plaintiff's
14 Motion for Preliminary Approval is fair, reasonable, and adequate, and falls within the range of
15 possible approval, and was entered into after extensive, arm's-length negotiations, such that it is
16 hereby preliminarily approved and notice of the Settlement should be provided to the Class
17 Members, pursuant to Rule 23.
18

19 **CLASS CERTIFICATION**

20 5. For purposes of settlement only, and pursuant to Rule 23, the Court provisionally
21 certifies the class, defined as follows:
22

23 All individuals sent notice of the Data Incident by JS Autoworld.

24 The Class specifically excludes: (i) JS Autoworld; and (ii) the judge presiding over this case
25 and their staff and family.
26

27 6. The Court provisionally finds, for settlement purposes only, that: (a) the Class is so
28 numerous that joinder of all Class Members is impracticable; (b) there are questions of law and fact

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1 common to the Class; (c) the Plaintiff's claims are typical of the claims of the Class; (d) the Plaintiff
2 will fairly and adequately protect the interests of the Class; (e) the questions of law or fact common
3 to the Class Members predominate over any questions affecting only individual members; and (f)
4 that a class action is superior to other available methods for fairly and efficiently adjudicating the
5 controversy.

6
7 **CLASS REPRESENTATIVE, CLASS COUNSEL, AND CLAIMS ADMINISTRATOR**

8 7. The Court finds that Kristen Coon will be an adequate Class Representative, and
9 hereby appoints her as Class Representative.

10 8. The Court hereby appoints Stranch, Jennings & Garvey PLLC and Milberg
11 Coleman Bryson Phillips Grossman PLLC as Class Counsel and finds that they will adequately
12 represent the interests of the Class.

13 **NOTICE TO CLASS**

14 9. Notice to the Class and the Costs of Claims Administration in accordance with the
15 Preliminary Approval Order shall be paid by Defendant. Any attorneys' fees, costs, and expenses of
16 Plaintiff's Counsel, and service award to the Class Representative, as approved by the Court, shall
17 also be paid by Defendant.

18 10. The notice plan in the Settlement Agreement satisfies Rule 23, provides the best
19 notice practicable under the circumstances and adequately notifies Class Members of their rights,
20 and is hereby approved.

21 11. The Claim Form, Short Notice, and Long Notice, attached as **Exhibits A, B**
22 **and C**, respectively, to the Settlement Agreement, are constitutionally adequate and are hereby
23 approved. The notice contains all essential elements required to satisfy state statutory requirements
24 and due process under Nevada Rule of Civil Procedure 23, the United States Constitution, the
25 Nevada Constitution and other applicable laws.
26
27
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1 12. The Court further finds that the form, content, and method of providing the notice,
2 as described in the Settlement Agreement, including the exhibits thereto: (a) constitute the best
3 practicable notice to the Class; (b) are reasonably calculated to apprise Class Members of the
4 pendency of the action, the terms of the Settlement, their rights under the Settlement, including, but
5 not limited to, their rights to object to or exclude themselves from the Settlement; and (c) are
6 reasonable and constitute due, adequate, and sufficient notice to all Class Members.
7

8 13. The Claims Administrator is directed to carry out notice as set forth in the
9 Settlement Agreement.

10 14. Within thirty (30) days after entry of this Order (the “Notice Commencement Date”)
11 and to be substantially completed no later than forty-five (45) days after entry of this Preliminary
12 Approval Order (the “Notice Completion Date”), the Claims Administrator shall e-mail or mail the
13 Short Notice to all Class Members in the manner set forth in the Settlement Agreement.
14 Contemporaneously with the mailing, the Claims Administrator shall cause copies of the Settlement
15 Agreement, Short Notice, Long-Form Notice, and Claim Form, in forms available for download, to
16 be posted on the Settlement Website.
17

18 **CLAIMS, OPT-OUTS, AND OBJECTIONS**

19 15. The timing of the claims process is structured to ensure that all Class Members have
20 adequate time to review the terms of the Settlement Agreement, make a claim, or decide whether
21 they would like to object.
22

23 16. Class Members who seek to be excluded from the Class shall individually sign and
24 timely submit written notice of such intent to the designated Post Office box established by the
25 Claims Administrator. The written notice must clearly manifest a person’s intent to be excluded
26 from the Class. To be effective, written notice must be postmarked no later than sixty (60) days
27 after the date on which the Court enters a Preliminary Approval Order. All Persons who submit
28

1 valid and timely notices of their intent to be excluded from the Class, as set forth in the Settlement
2 Agreement, shall not receive any benefits of and/or be bound by the terms of this Settlement
3 Agreement. All Persons falling within the definition of the Class who do not request to be excluded
4 from the Class in the manner set forth in the Settlement Agreement shall be bound by the terms of
5 the Settlement Agreement and Judgment entered thereon.

6
7 17. Each Settlement Class Member desiring to object to the Settlement Agreement shall
8 submit a timely written notice of his or her objection by the Objection Date. Such notice shall state:
9 (i) the objector's full name, address, telephone number, and e-mail address (if any);
10 (ii) information identifying the objector as a Settlement Class Member, including proof that the
11 objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the
12 Data Breach); (iii) a written statement of all grounds for the objection, accompanied by any legal
13 support for the objection the objector believes applicable; (iv) the identity of any and all counsel
14 representing the objector in connection with the objection; (v) a statement as to whether the
15 objector and/or his or her counsel will appear at the Final Approval Hearing, and; (vi) the
16 objector's signature and the signature of the objector's duly authorized attorney or other duly
17 authorized representative (along with documentation setting forth such representation).

18
19 18. To be timely, written notice of an objection in the appropriate form must be filed
20 with the Clerk of the Court and contain the case name and docket number, by no later than the
21 Objection Date, and concurrently, by the same date, mailed and postmarked or emailed to the
22 Claims Administrator to the Post Office box or email address established by the Claims
23 Administrator and identified in the Claim Form. The Claims Administrator will forward the
24 objection to Class Counsel and Defendant's counsel.

25
26 19. Any Settlement Class Member who does not make their objections in the manner
27 and by the Objection Date shall be deemed to have waived any objections and shall be forever
28

1 barred from raising such objections in this or any other action or proceeding, absent further order of
2 the Court.

3 20. Without limiting the foregoing, any challenge to the Settlement Agreement, this
4 Order , and the Final Approval Order and Judgment shall be pursuant to appeal under applicable
5 Court rules and not through a collateral attack.
6

7 **ADMINISTRATION OF SETTLEMENT**

8 21. The Class Representative, Class Counsel, and JS Autoworld have created a process
9 for assessing the validity of claims and a payment methodology to Settlement Class Members who
10 submit timely, valid Claim Forms. The Court hereby preliminarily approves the Settlement
11 benefits to the Class and the plan for distributing the Settlement benefits as described in the
12 Settlement Agreement.
13

14 22. The Court appoints Atticus Administration, LLC (“Atticus”) as Claims
15 Administrator.

16 23. The Court directs that the Claims Administrator effectuate the distribution of
17 Settlement benefits according to the terms of the Settlement Agreement, should the Settlement be
18 finally approved.

19 24. Class Members who qualify for Settlement benefits and who wish to submit a
20 Claim Form shall do so in accordance with the requirements and procedures specified in the
21 Notice.
22

23 25. If the Final Approval Order and Judgment are entered, all Class Members who fail
24 to submit a claim in accordance with the requirements and procedures specified in the Notice, and
25 who do not timely exclude themselves from the Class, shall be forever barred from receiving
26 any payments or benefits pursuant to the Settlement set forth herein, but will in all other respects
27
28

1 be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained
2 therein and the Final Approval Order and Judgment.

3 **FINAL APPROVAL HEARING**

4
5 26. A Final Approval Hearing shall be held on _____ 2024 at the
6 _____ noticed on the Settlement Website. The Court may require or allow the Parties
7 and any objectors to appear at the Final Approval Hearing either in person or by telephone or
8 videoconference.

9 27. At the Final Approval Hearing, the Court will determine whether: (1) this action
10 should be finally certified as a class action for settlement purposes pursuant to Rule 23; (2) the
11 Settlement should be finally approved as fair, reasonable, and adequate; (3) the action should be
12 dismissed with prejudice pursuant to the terms of the Settlement Agreement; (4) Settlement
13 Class Members should be bound by the Releases set forth in the Settlement Agreement; (5)
14 Class Counsel's application for Attorneys' Fee Award and Costs should be approved; and (6) the
15 Class Representative's request for Service Award should be approved.

16
17 28. Class Counsel shall file a motion for an Attorneys' Fee Award and Costs and Class
18 Representative's request for a Service Award on or before fourteen (14) days prior to the Objection
19 Deadline.

20
21 29. Class Counsel shall file a motion for Final Approval and Judgment of the
22 Settlement no later than fourteen (14) days prior to the date of the Final Approval Hearing.

23 30. This Order shall become null and void and shall be without prejudice to the rights
24 of the Parties, all of whom shall be restored to their respective positions, if the Settlement is not
25 finally approved by the Court or is terminated in accordance with paragraph 9.4 of the Settlement
26 Agreement.

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1 31. In the event the Settlement is terminated, the Parties to the Settlement Agreement,
2 including Class Members, shall be deemed to have reverted to their respective status in the Action
3 immediately prior to the execution of the Settlement Agreement, and, except as otherwise
4 expressly provided in the Settlement Agreement, the Parties shall proceed in all respects as if the
5 Settlement Agreement and any related orders had not been entered. In addition, the Parties agree
6 that in the event the Settlement is terminated, any orders entered pursuant to the Settlement
7 Agreement shall be deemed null and void and vacated and shall not be used in or cited by any
8 person or entity in support of claims or defenses.
9

10 32. In the event the Settlement Agreement is not approved by any court, or is terminated
11 for any reason, or if the Settlement set forth in the Settlement Agreement is declared null and void,
12 or in the event that the Effective Date does not occur, Class Members, Plaintiff, and Class Counsel
13 shall not in any way be responsible or liable for any expenses, including costs of notice and
14 administration associated with the Settlement or the Settlement Agreement, except that each Party
15 shall bear its own attorneys' fees and costs.
16

17 33. In the event the Settlement and Settlement Agreement shall become null and void
18 and be of no further force and effect, the Court's orders, including this Order, shall not be used or
19 referred to for any purpose whatsoever (except as necessary to explain the timing of the procedural
20 history of the Action).
21

22 34. This order shall have no continuing force or effect if Final Judgment is not entered
23 and shall not be construed or used as an admission, concession, or declaration by or against JS
24 Autoworld of any fault, wrongdoing, breach, liability, or the certifiability of any class.

25 35. The preliminarily approved Settlement shall be administered according to its terms
26 pending the Final Approval Hearing. Deadlines arising under the Settlement and this Order
27 include, but are not limited to:
28

EVENT	DATE
Notice Commencement Date	No later than 30 days after entry of the Preliminary Approval Order
Notice Completion Date	No later than 45 days after entry of the Preliminary Approval Order
Deadline for Class Members to Opt-Out of Settlement	60 days after the Notice Commencement Date
Deadline for Settlement Class Members to Object to Settlement	60 days after the Notice Commencement Date
Deadline for Class Members to Submit Timely, Valid Claims for Monetary Relief	90 days after the date on which the notice program commences
Deadline for Plaintiff to File Motion for Attorneys' Fees, Expenses and Service Award for Class Representative	14 days prior to the Objection Deadline
Deadline for Plaintiff to File Motion for Final Approval and Judgment	14 days prior to the Final Approval Hearing
Final Approval Hearing	No earlier than 150 days after the entry of the Preliminary Approval Order

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Dated: _____

Respectfully submitted by:

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Nathan R. Ring, Esq.
Nevada State Bar No. 12078
STRANCH, JENNINGS & GARVEY, PLLC

**EXHIBIT 2 to the
Motion: Declaration of
John J. Nelson**

1 **DECL**

2 Nathan R. Ring
3 Nevada State Bar No. 12078
4 STRANCH, JENNINGS & GARVEY, PLLC
5 3100 W. Charleston Blvd., #208
6 Las Vegas, NV 89102
7 Telephone: 725-235-9750
8 Email: LasVegas@StranchLaw.com

9 John J. Nelson
10 (*Supreme Court Rule 42 application forthcoming*)
11 MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC
12 280 S. Beverly Drive
13 Beverly Hills, CA 90212
14 Tel: (858) 209-6941
15 Fax: (865) 522-0049
16 jnelson@milberg.com

17 **EIGHTH JUDICIAL DISTRICT COURT**
18 **CLARK COUNTY, NEVADA**

19 KRISTEN COON, individually and on
20 behalf all others similarly situated,

21 Plaintiff,

22 v.

23 JS AUTOWORLD, INC., dba PLANET
24 NISSAN, a Nevada Corporation; DOES
25 1 through 10 and ROES 1 through 10

26 Defendant.

CASE NO. A-23-869272-C

Dept. No.: 6

**DECLARATION OF JOHN J. NELSON, IN
SUPPORT OF PLAINTIFF’S UNOPPOSED¹
MOTION FOR PRELIMINARY APPROVAL
OF PROPOSED SETTLEMENT**

27 I, John J. Nelson, am over the age of eighteen years. I offer this declaration in my capacity
28 as one of the attorneys for Plaintiff Kristen Coon, in the above styled action, in support of the
unopposed Motion for Preliminary Approval of the proposed settlement in this case with Defendant,
JS Autoworld, Inc. d/b/a Planet Nissan. (“JS Autoworld” or “Defendant”). I have personal
knowledge of the facts recited in this Declaration, and if called upon to testify to the truth of the

¹ JS Autoworld does not oppose the preliminary approval motion and has agreed to and executed the Settlement Agreement. Consistent with the Settlement Agreement, Defendant does not admit liability, injury, damages, or the certifiability of a litigation class, and denies any statement, assertion, or allegation in this motion suggesting otherwise

1 statements below, I could and would do so:

2 1. I am a licensed attorney in private practice in the state of California. The law firm I
3 work for is Milberg Coleman Bryson Phillips Grossman, PLLC (“Milberg”). As an attorney with
4 Milberg, I specialize in consumer protection, data breach, cybersecurity, and privacy class action
5 and complex litigation on behalf of plaintiffs.
6

7 2. I was appointed and served as Class Counsel in two recent data breach cases that
8 were finally approved by California Superior Courts. Those cases are styled *Wilson v. Maxim*
9 *Healthcare Services, Inc.*, Case No. 37-2022-00046497-CU-MC-CTL (San Diego County Superior
10 Court, final approval granted July 28, 2023) and *Khederlarian et al. v. Utility Trailer Manufacturing*
11 *Company*, Case No. 22STCV30604 (Los Angeles County Superior Court, final approval granted
12 November 1, 2023). I was also recently appointed Settlement Class Counsel in several data breach
13 class actions including *Garges v. Liberty Partners Financial Services, LLC*, (Cal. Sup. Ct. for Santa
14 Cruz Cty.) (preliminary approval granted October 11, 2023); *Franchi, et al. v. Barlow Respiratory*
15 *Hospital*, Case No. 22STCV09016 (Cal. Sup. Ct. for Los Angeles Cty.) (preliminary approval
16 granted December 8, 2023); *Velayudhan v. Emtec, Inc.*, Case No. 16-2023-CA-010207 (Duval Cty.
17 Cir. Ct.) (preliminary approval granted December 14, 2023); and *In Re: Ethos Technologies Inc.*
18 *Data Breach Litigation*, Case No. 3:22-cv-09203-SK (N.D. Cal.) (preliminary approval granted on
19 August 8, 2023). I have previously been appointed to the Plaintiffs’ Steering Committee in *Cheng*
20 *et al v. Toyota Motor Corporation, et al*, a nationwide class action involving defective fuel pumps
21 which resulted in a 330-million-dollar nationwide settlement. Case No. 1:20-CV-00629 (E.D.N.Y.)
22 (Final approval granted December 21, 2022). I was also appointed to the Executive Committee in *In*
23 *re Soresto Flea and Tick Collar Marketing, Sales Practices and Product Liability Litigation*, MDL
24 No. 3009, Master Docket Case No. 1:21-cv-04447 (N.D. Ill.).
25
26

27 3. In addition to my personal qualifications, I bring the support and resources of Milberg
28

1 to this case on behalf of the putative class. Milberg pioneered federal class action litigation and is
2 widely recognized as a leader in defending the rights of victims of corporate and other large-scale
3 wrongdoing, repeatedly taking the lead in landmark cases that have set groundbreaking legal
4 precedents, prompting changes in corporate governance, and recovering over \$50 billion in verdicts
5 and settlements. A brief firm biography is attached to this declaration as **Exhibit A**.

6
7 4. Milberg is and has been one of the nation’s most prominent class action law firms
8 since its founding in 1965. Milberg continues to break new ground in cybersecurity and data privacy
9 cases, including taking a co-lead counsel role in the high-profile *In re: Blackbaud, Inc. Customer*
10 *Data Security Breach Litigation* (MDL 2972) that has established pleading standards and Article III
11 standing guidelines for data breach cases.

12 5. Since March 14, 2020, me and the attorneys in my data breach practice group at
13 Milberg have been appointed class counsel in dozens of data breach or data privacy cases, including:

- 14
15 a. *Kenney et al. v. Centerstone of America, Inc.*, Case No. 3:20-cv-01007 (M.D. Tenn.)
16 (appointed co-class counsel in data breach class action settlement involving over
17 63,000 class members; final approval granted August 2021);
18
19 b. *Baksh v. Ivy Rehab Network, Inc.*, Case No. 7:20-cv-01845-CS (S.D. N.Y.) (class
20 counsel in a data breach class action settlement; final approval granted Feb. 2021);
21
22 c. *Mowery et al. v. Saint Francis Healthcare System*, Case No. 1:20-cv-00013-SRC
23 (E.D. Mo.) (appointed class counsel; final approval granted Dec. 2020);
24
25 d. *Chatelain et al. v. C, L and W PLLC d/b/a Affordacare Urgent Care Clinics*, Case
26 No. 50742-A (42nd District Court for Taylor County, Texas) (appointed class
27 counsel; settlement valued at over \$7 million; final approval granted Feb. 2021);
28
29 e. *Jackson-Battle v. Navicent Health, Inc.*, Civil Action No. 2020-CV-072287 (Superior
Court of Bibb County, Georgia) (appointed class counsel in data breach case
involving 360,000 patients; final approval granted Aug. 2021);
30
31 f. *Bailey v. Grays Harbor County Public Hospital District et al.*, Case No. 20-2-00217-
14 (Grays Harbor County Superior Court, State of Washington) (appointed class
counsel in hospital data breach class action involving approximately 88,000 people;
final approval granted Sept. 2020);

- 1 g. *Chacon v. Nebraska Medicine*, Case No. 8:21-cv-00070-RFR-CRZ (D. Neb.)
2 (appointed class counsel in data breach settlement, final approval granted September
3 2021);
- 4 h. *Richardson v. Overlake Hospital Medical Center et al.*, Case No. 20-2-07460-8 SEA
5 (King County Superior Court, State of Washington (appointed class counsel in data
6 breach case, final approval granted September 2021));
- 7 i. *Martinez et al. v. NCH Healthcare System, Inc.*, Case No. 2020-CA-000996 (Circuit
8 Court of the Twentieth Judicial Circuit in and for Collier County, Florida) (Settlement
9 Class Counsel; final approval granted October 2021);
- 10 j. *Carr et al. v. Beaumont Health et al.*, Case No. 2020-181002-NZ (Circuit Court for
11 the County of Oakland, Michigan) (appointed co-class counsel in data breach case
12 involving 112,000 people; final approval granted October 2021);
- 13 k. *Klemm et al. v. Maryland Health Enterprises Inc.*, Case No. C-03-CV-20-022899
14 (Circuit Court for Baltimore County, Maryland) (appointed class counsel; final
15 approval granted November 2021);
- 16 l. *Cece et al. v. St. Mary's Health Care System, Inc. et al.*, Civil Action No.
17 SU20CV0500 (Superior Court of Athens-Clarke County, Georgia) (appointed
18 Settlement Class Counsel in data breach case involving 55,652 people; final approval
19 granted April 2022);
- 20 m. *Powers, Sanger et al v. Filters Fast LLC*, Case 3:20-cv-00982-jdp (appointed co-lead
21 Settlement Class Counsel; final approval granted July 2022);
- 22 n. *Garcia v. Home Medical Equipment Specialists, LLC*, Case No. D-202-cv-2021-
23 06846 (appointed class counsel; final approval granted June 2022);
- 24 o. *Baldwin et al. v. National Western life Insurance Company*, Case No. 2:21-cv-04066
25 (W.D. Mo.) (appointed co-class counsel; final approval granted June 2022);
- 26 p. *Hashemi, et. al. v. Bosley, Inc.*, Case No. 21-cv-00946-PSG (RAOx) (C.D. CA)
27 (appointed co-class counsel; final approval granted November 2022);
- 28 q. *Paras et al. v. Dental Care Alliance*, Civil Action No. 22EV000181 (State Court of
Fulton County, Georgia (appointed co-class counsel; final approval granted
September 2022);
- r. *James v. CohnReznick LLP*, Case No. 1:21-cv-06544 (S.D.N.Y.), (appointed as co-
class counsel; final approval granted September 2022);
- s. *Purvis, et al v. Aveanna Healthcare, LLC*, Case No. 1:20-cv-02277-LMM (N.D. Ga.)
(appointed class counsel; final approval granted October 2022);

- 1 t. *In re: GE/CBPS Data Breach Litigation*, 1:2020-cv-02903, Doc. 35 (S.D.N.Y.)
2 (appointed co-lead counsel in nationwide class action);
- 3 u. *Nelson, et al. v. Idaho Central Credit Union*, No. CV03-20-00831 (Bannock
4 County, Idaho) (appointed co-lead counsel in data breach class action involving
5 17,000 class members; granted final approval of settlement valued at \$3.3 million);
- 6 v. *In Re: Canon U.S.A. Data Breach Litigation*, Master File No. 1:20-cv-06239-AMD-
7 SJB (E.D.N.Y.) (appointed co-lead counsel);
- 8 w. *Suren et al. v. DSV Solutions, LLC*, Case No. 2021CH000037 (Circuit Court for the
9 Eighteenth Judicial Circuit of DuPage County, Illinois) (appointed Settlement Class
10 Counsel, final approval granted Sept. 27, 2021);
- 11 x. *Kolar v. CSI Financial Services LLC dba ClearBalance*, Case No. 37-2021-
12 00030426-CU-NP-CTL (Superior Court of San Diego County, California) (appointed
13 co-lead class counsel, final approval granted January 2023);
- 14 y. *In re: California Pizza Kitchen Data Breach Litigation*, Master File No.: 8:21-cv-
15 01928-DOC-KES (C.D. CA) (appointed settlement class counsel; final approval
16 granted February 2023);
- 17 z. *Snyder v. Urology Center of Colorado, P.C.*, Case No. 2021CV33707 (2nd District
18 Court, Denver County, Colorado) (appointed settlement class counsel; final approval
19 granted October 2022);
- 20 aa. *Steen v. The New London Hospital Association, Inc.*, Civil Action No. 217-2021-CV-
21 00281 (Merrimack Superior Court, New Hampshire) (appointed class counsel; final
22 approval granted January 2023);
- 23 bb. *Gonshorowski v. Spencer Gifts LLC*, Docket Number ATL-L-000311-22 (Superior
24 Court of New Jersey, Law Division, Atlantic County) (appointed Class Counsel; final
25 approval granted September 12, 2022);
- 26 cc. *Aguallo et al v. Kemper Corporation et al.*, Case No. 1:21-cv-01883 (N.D. Ill.)
27 (appointed Co-lead Counsel, final approval granted of \$17.1 million class
28 settlement);
- dd. *In re: Herff Jones Data Breach Litigation*, Master File No. 1:21-cv-1329-TWP-DLP
(S.D. Ind.) (appointed co-lead counsel in data breach involving over 1 million
persons; final approval of \$4.35 million settlement granted July 2022);
- ee. *In Re: CaptureRx Data Breach Litigation*, No. 5:21-cv-00523-OLG (W.D. Tex.)
(appointed co- lead counsel in data breach case involving over 2.4 million class
members; final approval of \$4.75 million settlement granted June 2022);

- 1 ff. *In re Arthur J. Gallagher Data Breach Litigation*, No. 1:21-cv-04056 (N.D. Ill.)
2 (appointed co-lead counsel in data breach case involving over 3 million class
3 members);
- 4 gg. *Heath v. Insurance Technologies Corp.*, No. 21-cv-01444 (N.D. Tex.) (\$11
5 million settlement for a major data breach involving more than 4 million
6 consumers; final approval granted January 2023).
- 7 hh. *Hough v. Navistar, Inc.*, Case No.: 2021L001161 (Ill. 18th Jud. Cir. Crt.,
8 DuPage Cnty.); (appointed co-lead class counsel; final approval granted May 2022);
- 9 ii. *Clark v. Mercy Hospital, et al*, Case No. CVCV082275 (Iowa Dist. Crt, Johnson
10 Cnty.) (appointed class counsel; final approval granted July 2022);
- 11 jj. *Myschka, et al v. Wolfe Clinic, P.C. d/b/a Wolfe Eye Clinic*, (Iowa Dist. Crt.,
12 Marshall Cnty.) (appointed class counsel; final approval granted June 2022);
- 13 kk. *Devine, et al v. Health Aid of Ohio, Inc.*, (Ohio Court of Common Pleas,
14 Cuyahoga Cnty.) (appointed class counsel; final approval granted September 2022);
- 15 ll. *Davidson v. Healthgrades Operating Company, Inc.*, Case No. 1:21-cv-01250-RBJ
16 (D. Colo.), (appointed class counsel; final approval granted August 2022);
- 17 mm. *Bodie v. Capitol Wholesale Meats, Inc.*, Case No. 2022CH000020 (Ill. 18th
18 Jud. Cir. Crt., DuPage Cnty.) (appointed class counsel; final approval granted June
19 2022);
- 20 nn. *Culp v. Bella Elevator LLC*, Case No. 2021-CH-00014 (Ill. 10th Jud. Cir. Crt.,
21 Peoria Cnty.) (appointed class counsel; final approval granted May 2022);
- 22 oo. *Cain, et al. v. OSF Healthcare*, Case No. 21-L-00231 (Circuit Court for the Tenth
23 Judicial Circuit of Peoria County, Illinois) (appointed settlement class counsel; final
24 approval granted January 2023);
- 25 pp. *Nelson et. al v. Bansley & Kiener, LLP*, Civil Action No. 2021CH06274 (Ill. 1st
26 Jud. Cir. Crt., Cook Cnty.) (appointed class counsel; final approval granted
27 November, 2022);
- 28 qq. *Henderson et al. v. San Juan Regional Medical Center*, Case No. D-1116-CV-2021-
01043 (11th Jud. Dist. Court, San Juan County, NM) (appointed class counsel; final
approval granted March 2023);
- rr. *Cathy Shedd v. Sturdy Memorial Hospital, Inc.*, Civ. Action No: 2173 CV 00498
(Mass. Sup. Ct. Dept.) (appointed class counsel; final approval granted February
2023);
- ss. *Pagan et al. v. Faneuil, Inc.*, Civil Action No. 3:22-cv-297 (E.D. Va.)(appointed class
counsel; final approval granted February 2023);

- 1
- 2 tt. *Hawkins et al. v. Startek, Inc.*, Case No. 1:22-cv-00258-RMR-NRN (USDC
- 3 CO)(appointed class counsel; final approval granted April 2023);
- 4 uu. *McManus v. Gerald O. Dry, P.A.*, Case No. 22 CVS 001776 (N.C. Superior Court
- 5 for Cabarrus County) (appointed settlement class counsel; final approval granted
- 6 March, 2023);
- 7 vv. *McHenry v. Advent Health Partners, Inc.*, Case No. 3:22-cv-00287 (USDC MD
- 8 TN)(appointed class counsel; final approval granted April 2023),
- 9 ww. *Lopez v. San Andreas Regional Center*, Case NO. 21CV386748 (Sup. Ct. CA,
- 10 Santa Clara County) (appointed settlement class counsel; final approval granted
- 11 October 2023);
- 12 xx. *Charlie, et al. v. Rehoboth McKinley Christian Health Care Services*, Civil No 21-
- 13 652 SCY/KK (USDC NM) (appointed class counsel, final approval granted May
- 14 2023);
- 15 yy. *Arbuthnot v. Acuity – CHS, LLC*, Case No. 6:22-cv-658-PGB-DCI (USDC MD FL,
- 16 Orlando Division) (appointed Settlement Class Counsel; final approval granted
- 17 August 2023);
- 18 zz. *Bergeson v. Virginia Mason Medical Center*, Case No. 22-2-09089-8 SEA (Superior
- 19 Court of Washington for King County) (appointed Settlement Class Counsel; final
- 20 approval granted August 2023);
- 21 aaa. *Reynolds et al. v. Marymount Manhattan College*, Case No. 1:22-CV-06846-
- 22 LGS (USDC SDNY) (appointed Settlement Class Counsel; final approval granted
- 23 October 2023), and;
- 24 bbb. *Foster et al. v. Lower, LLC*, Case No. 1:22-CV-1581 (GLR) (USDC MD)
- 25 (appointed Settlement Class Counsel; final approval granted December 8, 2023).

26 6. My experience, that of my practice group colleagues, and Milberg’s data breach

27 experience compare favorably with that of any law firm in the country. The firm has ample resources

28 (both financial and personnel, with over 100+ attorneys at the firm) to fully and adequately represent

the interests of the proposed class here.

7. I am, and my firm is, fully aware of the financial and human resources that will be

required to bring this case to a successful conclusion and the Court should have no reservations that

my firm has and is willing to commit those resources for the benefit of the plaintiffs’ class. I

1 personally have never used third-party funding on any data breach case, nor failed to meet my
2 assessment obligations in any case. Neither I nor Milberg intend to use any third-party litigation
3 funding for this case

4 8. My experience coupled with my firms' resources, will allow me to skillfully litigate
5 this type of case in the best interests of Plaintiffs and the putative class. Not only does my law firm
6 have the resources to effectively prosecute this case, but it is also committed to utilizing them to do
7 so.
8

9 9. Milberg is a well-established law firm that employs numerous attorneys who
10 represent plaintiffs in complex and class action litigation. Milberg can and will devote the necessary
11 financial resources to this case.

12 10. Plaintiff Kristen Coon retained my firm, as well as Stranch, Jennings & Garvey,
13 PLLC, to represent her in connection with claims that were ultimately included in the present
14 litigation. We vigorously litigated her case, conducting a thorough pre-complaint investigation into
15 the circumstances that led up to the Data Incident, JS Autoworld's response, the scope of the Data
16 Incident, the injuries experienced by the victims, the applicable law and available causes of action,
17 and the resulting potential damages available to Settlement Class Members. In doing so, we gathered
18 all the information that was available regarding JS Autoworld and the Data Incident—including
19 information regarding Defendant, publicly-available documents concerning announcements of the
20 Data Breach and the notice of Data Breach to Plaintiff and the Class. With the assistance of our
21 Representative Plaintiff, we prepared and filed the Complaint in this action.
22
23

24 11. I am co-counsel of record for Plaintiff and will be filing a motion to associate as
25 counsel in this matter under Nevada Supreme Court Rule 42, and Nathan R. Ring of Stranch,
26 Jennings & Garvey, PLLC will sponsor my motion to associate.

27 12. Prior to reaching a settlement, the Parties exchanged key information to inform their
28

1 negotiations, including the size of the class, the types of information at issue in the Data Breach, and
2 JS Autoworld's investigation into and response to the Data Breach.

3 13. After several rounds of negotiation, conducted via emails and teleconferences, the
4 Parties were able to come to a settlement in principle. At all times, these negotiations were at arm's
5 length and, while courteous and professional, the negotiations were intense and hard-fought on all
6 sides.

7
8 14. The Settlement Agreement was executed in December 2023 after ongoing
9 negotiations between the Parties about the details of the substantive Settlement terms. The Parties
10 spent significant time negotiating the terms of the final written Settlement Agreement.

11 15. The terms of the Settlement are designed to address the Data Breach, by providing
12 prospective identity theft protection, and reimbursement of losses caused by the Data Breach.

13 16. Specifically, the Settlement provides:

14 a. to all Settlement Class Members², two (2) years of credit monitoring with at
15 least \$1 million in fraud protection through 1B, through submission of a valid claim;

16 b. the Settlement provides for reimbursement of documented Out-of-Pocket
17 Losses that are fairly traceable to the Data Breach up to \$500.00 per individual, including
18 reimbursement for lost time spent mitigating the effects of the Data Breach, up to four (4) hours at
19 a rate of \$17.50 per hour, totaling a maximum of \$70.00; as well as reimbursement of Extraordinary
20 Losses up to \$4,750.00 per claimant for proven monetary losses, all through submission of a claim.

21 c. The claim submission process is effectuated by Settlement Class Members'
22 submission of a claim form, which will be made available on both a Settlement Website, and in
23 paper format, if specifically requested by a Settlement Class Member.
24
25
26

27 _____
28 ² "Settlement Class Members" means "the individuals sent notice of the Data Incident by JS Autoworld" and "who do not timely and validly request exclusion from the Class (i.e., opt-out)." Settlement Agreement ¶¶ 1.6, 1.24, 1.25. The definition excludes: (i) JS Autoworld; and (ii) the judge presiding over this case and their staff and family. *Id.* ¶ 1.6

1 17. In addition, separate and apart from the above Settlement benefits, the Settlement
2 provides for JS Autoworld to continue its security enhancements over the next one (1) year to ensure
3 that the Class’s personal information is protected going forward.

4 18. Considering the relevant factors, the terms of the Settlement are well within the range
5 of possible final approval.

6 19. The Settlement was reached after extensive analysis of the relevant facts and law, and
7 is the result of arm’s-length negotiations.

8 20. Under the Settlement, Class Counsel will file a request for an award of reasonable
9 attorneys’ fees and expenses (in a combined amount of no more than \$120,000.00), as well as an
10 award of reasonable costs and expenses. Further, pursuant to the Settlement, Class Counsel will seek
11 a service award for the Plaintiff of \$1,500.00. These were agreed upon after the underlying relief
12 had been negotiated and the Settlement Agreement is not contingent upon the award of any amount
13 to Class Counsel.

14 21. The result contained in the Settlement is particularly favorable given the risks of
15 continued litigation. Although Class Counsel strongly believe in the merits of the claims asserted in
16 this action, they are cognizant of the serious risks in prevailing on the merits, including proving
17 causation, as well as risk at class certification and at trial, and surviving appeal. There is little directly
18 analogous Nevada precedent to rely upon in this matter. A settlement today not only avoids the risks
19 of continued litigation, but it provides immediate, tangible benefits to the members of the Settlement
20 Class now as opposed to after years of risky litigation. The Settlement benefits unquestionably
21 provide a favorable result to the members of the Settlement Class, placing the Settlement well within
22 the range of possible final approval.

23 22. The Plaintiff has demonstrated that she is well-suited to represent the Settlement
24 Class. The Plaintiff came forward prior to the filing of the initial complaint in the case and has been
25

1 involved in this matter since that time, including by providing information for the Complaint,
2 reviewing pleadings, and participating in settlement discussions. Plaintiff has vigorously prosecuted
3 this case for the benefit of all Class Members. Moreover, Plaintiff and her counsel have devoted
4 considerable time and resources to this litigation and have shown a deft understanding of the issues
5 in this Action and believe this settlement will make Class Members whole.

6
7 23. Proposed Class Counsel are well qualified to represent the Settlement Class, as they
8 possess significant experience leading the prosecution of complex class action matters. Proposed
9 Class Counsel have a wealth of experience litigating and settling cases of this type and have
10 diligently investigated and efficiently prosecuted the claims in this matter, dedicated substantial
11 resources toward the endeavor, and have successfully and fairly negotiated the Settlement of this
12 matter to the benefit of Plaintiffs and the Settlement Class. The firm resume of Proposed Class
13 Counsel Milberg Coleman Bryson Phillips Grossman PLLC detailing their experience and
14 qualifications is attached hereto as **Exhibit A**.

15
16 24. The Notice program provides the best practicable method to reach the potential class
17 members and is consistent with other class action notice programs that have been approved by
18 various courts for similarly situated matters, including a Short Form notice mailed by first class
19 United States Postal Service (“USPS”) mail to Settlement Class (Settlement Agreement Exhibit B)
20 and a Long Notice to be posted on the Settlement Website (Settlement Agreement Exhibit C).

21
22 25. Both the Short Form and Long Form notice are written in plain language such that
23 they will be readily understandable to the Settlement Class, and summarize the Parties’ positions in
24 litigation, the terms of the Settlement, instructions on how to object and opt-out from the Settlement,
25 the claims process, and stating the requested attorneys’ fees and costs, the requested service awards,
26 and the date, time, and place of the Final Approval Hearing, as set by the Court.

27 I declare under penalty of perjury under the law of the State of Nevada that the foregoing is
28

1 true and correct.

2 Sworn this 3rd day of January, 2024 at San Diego, California.

3 /s/ John J. Nelson
4 John J. Nelson

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**EXHIBIT A to the
Declaration of John J.
Nelson: Firm Biography**



FIRM RESUME

WHO WE ARE

Established by members of Milberg Phillips Grossman LLP, Sanders Phillips Grossman LLC, Greg Coleman Law PC, and Whitfield Bryson LLP, the firm represents plaintiffs in the areas of antitrust, securities, financial fraud, consumer protection, automobile emissions claims, defective drugs and devices, environmental litigation, financial and insurance litigation, and cyber law and security.

For over 50 years, Milberg and its affiliates have been protecting victims' rights and have recovered over \$50 billion for our clients. Our attorneys possess a renowned depth of legal expertise, employ the highest ethical and legal standards, and pride ourselves on providing stellar client service. We have repeatedly been recognized as leaders in the plaintiffs' bar and appointed to leadership roles in prominent mass torts and class actions.

Milberg challenges corporate wrongdoing through class action, mass tort, consumer and shareholder rights services, both domestically and globally.

Milberg's previous litigation efforts helped to create a new era of corporate accountability that put big companies on notice. The strategic combination of four leading plaintiffs' firms offers clients expanded capabilities, greater geographical coverage, enhanced financial breadth, and increased operational capacity. It also enables the firm to serve diverse and global clients who are seeking to enforce their rights against well-financed corporations - wherever they operate.

www.milberg.com

PRACTICE AREAS

ANTITRUST & COMPETITION LAW

Today, on a global scale, consolidated corporate entities exercise dominating market power, but proper enforcement of antitrust law ensures a fair, competitive marketplace. Milberg prosecutes complex antitrust class actions against large, well-funded corporate defendants in healthcare, technology, agriculture, and manufacturing. Our leading practitioners successfully represent plaintiffs affected by price-fixing, monopolization, monopoly leveraging tying arrangements, exclusive dealing, and refusals to deal. The firm continues aggressively vindicating rights of plaintiffs victimized by antitrust violations, holding companies accountable for anticompetitive behavior.

COMPLEX LITIGATION

With 50 years of vetted success, Milberg handles complex, high-stakes cases at any stage of the litigation process. Our attorneys have experience litigating complex cases for businesses and plaintiffs outside of the class action context, including business torts, contract disputes, anti-SLAPP motions, corporations, LLCs, partnerships, real estate, and intellectual property.

CONSUMER PRODUCTS

Milberg's consumer litigation group focuses on protecting victims of deceptive marketing and advertising of goods and services, or those who have bought defective products. Our attorneys are experienced in handling a wide array of consumer protection lawsuits, including breach of contract, failure to warn, false or deceptive advertising of goods and services, faulty, dangerous, or defective products, warranty claims and unfair trade practices cases. Milberg has achieved real-world recoveries for clients, often requiring corporations to change the way they do business. Our team of attorneys has extensive experience representing plaintiffs against well-resourced and sophisticated defendants.

CONSUMER SERVICES

Consumers have rights, and companies providing consumer services have a legal obligation to abide by contractual agreements made with customers. Companies must also follow state and federal laws that prohibit predatory, deceptive, and unscrupulous business practices. Milberg's Consumer Services litigation group protects consumers whose rights have been violated by improperly charged fees, predatory and discriminatory lending, illegal credit reporting practices, and invasion of privacy. We also enforce consumer rights by upholding The Fair Credit Reporting Act and Telephone Consumer Protection Act.

CLASS ACTION LAWSUITS

Milberg pioneered federal class action litigation, and is recognized as a leader in defending the rights of victims of corporate and large-scale wrongdoings. We have the manpower, resources, technology, and experience necessary to provide effective representation in nationwide class action lawsuits. Our attorneys have led class actions resulting in settlements of up to billions of dollars across a variety of practice areas, including defective consumer products, pharmaceutical drugs, insurance, securities, antitrust, environmental and toxic torts, consumer protection, and breach of contract.

DANGEROUS DRUGS & DEVICES

For some patients, medication and medical devices improve their lives. For others, the drugs and equipment have questionable benefits at best, and serious, unintended side effects at worst. Taking on drug and device makers requires a law firm that can stand up to the world's largest, most powerful companies. Our defective drug lawyers have held leadership roles in many national drug and device litigations, recovering billions of dollars in compensation.

DATA BREACH, CYBERSECURITY & BIOMETRIC DATA LAWSUITS

Technology changes faster than laws regulate it. Staying ahead of legal technical issues requires a law firm that can see the full picture of innovation and apply past lessons to navigate fast-moving developments, putting consumers ahead of corporate interests. Our data breach and privacy lawyers work at the cutting edge of technology and law, creating meaningful checks and balances against technology and the companies that wield it. Cybersecurity threats continue evolving and posing new consumer risks. Milberg will be there every step of the way to protect consumer privacy and hold big companies accountable.

ENVIRONMENTAL & TOXIC TORTS LITIGATION

Litigation is key in fighting to preserve healthy ecosystems and hold environmental lawbreakers accountable. But in today's globalized world, pollutants—and polluters—are not always local. Corporations have expanded their reach and ability to cause harm. Our environmental litigation practice focuses on representing clients in mass torts, class actions, multi-district litigation, regulatory enforcement, citizen suits, and other complex environmental and toxic tort matters. The companies involved in harmful environmental practices are large, wealthy, and globally influential, but as an internationally recognized plaintiffs' firm, Milberg has the strength and resources to present clients seeking to enforce their environmental rights against well-financed corporations—wherever they operation.

FINANCE & INSURANCE LITIGATION

Big banks and public insurance firms are obligated by their corporate charters to put shareholders' interests ahead of client interests. However, that doesn't mean they can deceive clients to profit at their expense. Milberg's attorneys handle hundreds of insurance-related disputes, including first party bad faith insurance cases, business interruption cases, and hurricane insurance cases. As one of the nation's top class action law firms, we are well-positioned to pursue insurance bad faith cases on a statewide or nationwide basis.

PUBLIC CLIENT REPRESENTATION

The ability of governments to serve and protect their residents is often threatened by the combination of lower revenues and rising costs. Budget shortfalls are increasing in part because private companies externalize costs, but while corporate profits grow, public interest pays the price. Effectuating meaningful change through litigation, Milberg partners with state and local governments to address the harms facing its residents. Internationally, Milberg's Public Client Practice has achieved success against global powerhouse corporations, including drug, tobacco, mining, and oil and gas companies.

SECURITIES LITIGATION

Over 50 years ago, Milberg pioneered litigation claims involving investment products, securities, and the banking industry by using class action lawsuits. Our litigation set the standard for case theories, organization, discovery, methods of settlement, and amounts recovered for clients. Milberg continues to aggressively pursue these cases on behalf of institutional and individual investors harmed by financial wrongdoing. Inventors of securities class actions, Milberg has decades of experience holding companies accountable both in the United States and globally.

WHISTLEBLOWER & QUI TAM

Blowing the whistle on illegal or unethical conducted is a form of legally protected speech. Milberg's whistleblower attorneys have led actions that returned hundreds of millions of dollars in ill-gotten gains, resulting in significant awards of our clients. Our legacy of standing up to corporate power extends to advocating for greater transparency. In addition to representing whistleblowers, we fight back against corporate-backed laws seeking to deter them from making disclosures.

“Scoring impressive victories against companies guilty of outrageous behavior.”

- FORBES

“A powerhouse that compelled miscreant and recalcitrant businesses to pay billions of dollars to aggrieved shareholders and customers.”

- NEW YORK TIMES

LEADERSHIP ROLES

In re: Google Play Consumer Antitrust Litigation, 20-CV-05761 (N.D. Cal.)
In re: Elmiron (Pentosan Polysulfate Sodium) Products Liability Litigation MDL No. 2973
In re: Johnson & Johnson Talcum Powder Products Marketing, Sales Practices & Products Liability Litigation
In re: Blackbaud Data Privacy MDL No. 2972
In re: Paragard IUD Products Liability Litigation MDL No. 2974
In re: Seresto Flea & Tick Collar, Marketing Sales Practices & Product Liability Litigation MDL No. 3009
In re: All-Clad Metalcrafters, LLC, Cookware Marketing and Sales Practices Litigation
In re: Allergan Biocell Textured Breast Implant Product Liability Litigation

In re: Zicam	In re: Mirena
In re: Guidant Corp. Implantable Defibrillators	In re: Incretin
In re: Ortho Evra	In re: Reglan
In re: Yaz	In re: Levaquin Litigation
In re: Kugel Mesh	In re: Zimmer Nexgen Knee
In re: Medtronic Sprint Fidelis Leads	In re: Fresenius Granuflo
In re: Stand 'N Seal	In re: Propecia
In re: Chantix	In re: Transvaginal Mesh
In re: Fosamax	In re: Fluoroquinolones
In re: Olmesartan (Benicar)	In re: Depuy Pinnacle
In re: Onglyza (Saxagliptin) And Kombiglyze XR	In re: Recalled Abbott Baby Formula
In re: Risperdal and Invega Product Liability Cases	

NOTABLE RECOVERIES

\$3.2 Billion Settlement - In re: Tyco International Ltd., Securities Litigation, MDL 1335 (D.N.H.)
\$4 Billion Settlement - In re: Prudential Insurance Co. Sales Practice Litigation, No. 95-4704 (D.N.J.)
\$1.14 Billion Settlement - In Re: Nortel Networks Corp. Securities Litigation, No. 01-1855 (S.D.N.Y.)
\$1 Billion-plus Trial Verdict - Vivendi Universal, S.A. Securities Litigation
\$1 Billion Settlement - NASDAQ Market-Makers Antitrust Litigation
\$1 Billion Settlement - W.R. Grace & Co.
\$1 Billion-plus Settlement - Merck & Co., Inc. Securities Litigation
\$775 Million Settlement - Washington Public Power Supply System Securities Litigation

LOCATIONS

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