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IN THE COURT OF COMMON PLEAS OF DAUPHIN COUNTY, PENNSYLVANIA

MELANIE HUDSON, JAMES SMITH, GREGORY MINARCHICK, TAHIRA WASHINGTON, NICHOLAS ZULLO, AND JOSEPH YURCHO, individually and on behalf of all others similarly situated, Plaintiffs, v. **PENNSYLVANIA STATE EDUCATION ASSOCIATION**, Defendant.	CIVIL DIVISION CLASS ACTION Case No. 2025-CV-02411 Hon. Andrew H. Dowling

BRIEF IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

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Plaintiffs Melanie Hudson, James Smith, Gregory Minarchick, Tahira Washington, Nicholas Zullo, and Joseph Yurcho (collectively, "Plaintiffs" or "Class Representatives") respectfully submit this brief in support of Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement, and request that the Court enter an order granting Final Approval of the proposed Settlement Agreement ("Settlement" or "SA") and enter final judgment as to Plaintiffs' claims in this action.[1]

The Settlement resolves all claims against Defendant Pennsylvania State Education Association ("PSEA" or "Defendant") and the other Released Parties on behalf of the approximately 517,487 individuals whose Private Information was potentially compromised in the Data Incident. Class Counsel zealously prosecuted Plaintiffs' claims, achieving the Settlement only after compiling a consolidated amended complaint, drafting a response to PSEA's preliminary objections, conducting informal discovery, participating in a mediation with a nationally renowned data breach mediator, continuing to negotiate thereafter, and then finalizing the Settlement Agreement and associated exhibits. After this Court granted preliminary approval, the Settlement Administrator—with oversight by the Parties—successfully disseminated Notice to the Class and implemented the user-friendly claims process approved by the Court. The reaction of the Class to the Settlement Agreement has been favorable: over 6,500 Settlement Class Members have filed claims, only 14 have opted out, and there have been no objections.

The Settlement delivers tangible, immediate benefits to the Settlement Class addressing the potential harms of the Data Incident without protracted and inherently risky

[1] Capitalized terms used herein have the definitions assigned to them in the Settlement Agreement.

litigation. It delivers a fair and adequate resolution for the Class and merits Final Approval. Accordingly, Plaintiffs respectfully request this Court grant their Motion for Final Approval of Class Action Settlement, as well as Plaintiffs' Motion in Support of Application for Attorneys' Fees, Costs, and Service Awards, and supporting exhibits, which was filed on June 22, 2026.

I. Background

A. Factual and Procedural Overview of the Litigation

As the Court is aware, this is a proposed class action arising from a Data Incident that impacted operations on PSEA's computer systems on or about July 6, 2024, resulting in the potential exfiltration and compromise of individuals' Private Information stored therein. *See* Consolidated Complaint ("CC") ¶ 35. The Private Information compromised in the Data Incident includes dates of birth, driver's license or state IDs, Social Security numbers, account numbers, account PINs, security codes, passwords and routing numbers, payment card numbers, payment card PINs and expiration dates, passport numbers, taxpayer ID numbers, usernames and passwords, health insurance information, and medical information. *Id.* ¶ 38. The Data Incident impacted approximately 517,487 individuals' Private Information. *Id.* ¶ 40.

On March 19, 2025, Plaintiff Hudson initiated this class action litigation against PSEA for its alleged failure to adequately protect her and other individuals' Private Information. After subsequently filed cases were consolidated into this one, Plaintiffs filed the Consolidated Complaint, asserting four causes of action against PSEA, including negligence, breach of implied contract, unjust enrichment, and declaratory and injunctive relief. Plaintiffs asserted these claims on behalf of a putative class comprising all individuals in the United States whose Private Information was compromised in the Data Incident. CAC ¶ 169. Thereafter, Defendant filed preliminary objections to the Complaint. SA ¶ 6.

B. Negotiation of the Proposed Settlement Agreement

After Plaintiffs filed the Complaint, counsel for all parties began discussing a possible early resolution of this Action in earnest. The Parties agreed to engage in a mediation session overseen by the esteemed class action mediator Hon. Wayne R. Andersen (Ret.) of JAMS, Inc. to further facilitate these discussions. In preparation for mediation, the Parties engaged in pre-mediation discovery. The information PSEA produced via informal discovery provided Plaintiffs with information to objectively evaluate the strengths and weaknesses of Plaintiffs' and Settlement Class Members' claims.

On December 2, 2025, the Parties engaged in a day-long mediation session with Judge Andersen. The Parties engaged in arms'-length negotiations, including a series of offers and counteroffers. The mediation made substantial progress toward reaching a settlement, but the Parties were unable to come to a full agreement on all material terms.

Over the two weeks following the mediation, the Parties continued their negotiations under the guidance of the mediator and were able to reach an agreement in principle to settle this Action. The Parties then worked towards drafting and finalizing the Settlement Agreement. They further agreed that RG/2 Claims Administration LLC ("RG/2") would serve as the Settlement Administrator. The Parties continued drafting and finalizing the Settlement Agreement and proposed exhibits, and the Settlement Agreement was fully executed by all parties as of March 13, 2026.

Concurrent with finalizing the Settlement, Class Counsel began drafting a motion for preliminary approval, and on March 13, 2026, Class Counsel moved this Court for preliminary approval of the Settlement. The Settlement was preliminarily approved by this court on March 18, 2026. In its preliminary approval order, the Court conditionally certified the following Settlement Class:

> All natural persons in the United States whose Private Information was potentially compromised as a result of the Data Incident, including those who were sent a notification from Defendant of the Data Incident.

SA ¶ 59. Excluded from the Settlement Class are (a) all persons who are governing board members of the Defendant; (b) governmental entities; and (c) the Court and any Judge(s) presiding over this matter, the Court's immediate family, and Court staff. *Id*.

C. Terms of the Proposed Settlement Agreement

1. Settlement Consideration

The Settlement provides the Settlement Class with significant monetary and non-monetary relief. Under the Settlement, PSEA will make available up to $2,500,000 (the "Aggregate Cap") to pay for: (1) Settlement Benefits to Settlement Class Members who submit Valid Claims; (2) any Service Awards awarded to the Class Representatives and Unnamed Plaintiffs; (3) any attorneys' fees and costs awarded to Class Counsel; and (4) all Notice and Settlement Administration Costs. SA ¶¶ 12, 65, 70.

The Aggregate Cap will be used to pay for:

• Direct monetary relief to Settlement Class Members in the form of Cash Payments for Out-of-Pocket Losses (up to $5,000 per Settlement Class Member) and an Alternative Cash Payment of $50;

• Two years of credit monitoring services;

• The Settlement Administration Costs associated with the costs of settlement administration and notice;

• Court-approved attorneys' fees, costs, and expenses; and

• Court-approved Service Awards to the Class Representatives and Unnamed Plaintiffs. SA ¶¶ 12, 58, 65–71.

After payment of all Settlement Administration Costs, Court-approved attorneys' fees and costs, Court-approved Service Awards, and the cost of providing credit monitoring, the amount remaining under the Aggregate Cap (the "Net Remaining Cap") will be used to pay Valid Claims for Cash Payments for Out-of-Pocket Losses and Alternative Cash Payments, subject to the allocation and proration provisions in the Settlement Agreement. SA ¶¶ 70–73. Settlement Class Members may submit a Claim Form electing one or more of the following Settlement Benefits: (i) a Cash Payment for Out-of-Pocket Losses up to $5,000; (ii) an Alternative Cash Payment of $50; and (iii) credit monitoring services. SA ¶¶ 15–16, 66–73.

Cash Payment for Out-of-Pocket Losses. Settlement Class Members may submit a claim for a Cash Payment for Out-of-Pocket Losses of up to $5,000 per Settlement Class Member, upon presentation of documented, unreimbursed costs or expenditures that are fairly traceable to the Data Incident. SA ¶¶ 43, 67. To receive a Cash Payment for Out-of-Pocket Losses, a Settlement Class Member must elect this benefit on the Claim Form, attest under penalty of perjury to incurring such losses, and submit reasonable documentation supporting the claimed losses and demonstrating that they are more likely than not related to the Data Incident. SA ¶ 67.

Out-of-Pocket Losses include documented unreimbursed costs or expenditures fairly traceable to the Data Incident, such as: (1) unreimbursed costs, expenses, losses, or charges incurred on or after July 6, 2024, as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of a Settlement Class Member's Private Information; (2) costs incurred on or after July 6, 2024, associated with purchasing, accessing, or freezing/unfreezing credit reports with any credit reporting agency; (3) other miscellaneous expenses incurred related to any Out-of-Pocket Loss, such as notary, fax, postage, copying, mileage, internet usage charges (if either charged by the minute or incurred solely as a result of the Data Incident), and long-distance telephone charges and cellphone minutes (if charged by the minute); and (4) credit monitoring, fraud resolution, or other mitigative services or costs that were incurred on or after July 6, 2024, through the date of the Preliminary Approval Order. SA ¶ 43. Thus, any Settlement Class Member who previously paid out-of-pocket for credit monitoring as a result of the Data Incident is eligible to seek reimbursement for those costs as an Out-of-Pocket Loss.

The Settlement Administrator will review all claims for Cash Payments for Out-of-Pocket Losses for compliance with the requirements of the Settlement Agreement. If a Settlement Class Member does not submit reasonable documentation supporting the claimed loss, or if the Claim is otherwise deemed incomplete and is not timely cured, the Claim will be rejected for a Cash Payment for Out-of-Pocket Losses, and the Settlement Administrator has discretion to treat the Settlement Class Member's claim as if he or she elected the Alternative Cash Payment. SA ¶ 67.

Alternative Cash Payment. In the alternative to a Cash Payment for Out-of-Pocket Losses, Settlement Class Members may elect to receive an Alternative Cash

Payment of $50 without the need to submit documentation of losses. SA ¶ 68. A Settlement Class Member who elects the Alternative Cash Payment may not also receive a Cash Payment for Out-of-Pocket Losses. *Id.*

Credit Monitoring Services. In addition to monetary compensation, Settlement Class Members may also elect to receive two years of credit monitoring. SA ¶ 69. The credit monitoring service will include credit monitoring from one credit bureau, access to credit report(s), and identity theft insurance. *Id.* Settlement Class Members must affirmatively request credit monitoring on the Claim Form, and the Settlement Administrator will send a unique, non-transferable, single-use redemption code for the credit monitoring service to the email address (or, if no email is provided, mailing address) listed on the Claim Form. *Id.*; Claim Form § V.

Credit monitoring is available to all Settlement Class Members regardless of whether they previously received any offer of credit monitoring in connection with the Data Incident. SA ¶¶ 12, 69; Long-Form Notice § "What does the Settlement Provide?".

As set forth in the Settlement Agreement, the total amount payable by or on behalf of Defendant for Settlement Benefits, Settlement Administration Costs (including all costs associated with Notice and Publication Notice), and any Court-approved attorneys' fees, costs, and Service Awards will not exceed the Aggregate Cap of $2,500,000. SA ¶ 70. After payment of all Settlement Administration Costs, Court-approved attorneys' fees and costs, Court-approved Service Awards, and the cost of providing credit monitoring, the remaining amount under the Aggregate Cap is the "Net Remaining Cap." SA ¶ 71.

The aggregate amount of Valid Claims for Cash Payments for Out-of-Pocket Losses may not exceed 50% of the Net Remaining Cap. If Valid Claims for Cash

Payments for Out-of-Pocket Losses exceed 50% of the Net Remaining Cap, those claims will be prorated down to bring the aggregate amount payable for those payments to 50% of the Net Remaining Cap. The amount of the Net Remaining Cap left after payment of all Cash Payments for Out-of-Pocket Losses is the "Post-Documented-Loss Remaining Cap." SA ¶¶ 71–72.

If the Post-Documented-Loss Remaining Cap is insufficient to pay all Valid Claims for the $50 Alternative Cash Payment in full, the compensation for each Valid Claim for an Alternative Cash Payment will be prorated down so that the aggregate amount payable for Alternative Cash Payments equals the Post-Documented-Loss Remaining Cap. SA ¶ 73.

2. Administrative Expenses, Service Award, and Attorneys' Fees and Expenses of Litigation

Class Counsel seek attorneys' fees and reimbursement of litigation expenses in the amount of $833,333.33 (one-third of the Aggregate Cap). SA ¶ 107. Class Counsel will also request that the Court approve Service Awards of up to $1,500.00 for each Class Representative and up to $500.00 for each Unnamed Plaintiff, in recognition of their time and effort and the benefits they conferred on the Settlement Class. SA ¶¶ 105–06.

3. Releases

In exchange for the consideration provided by PSEA under the Settlement, Settlement Class Members will be deemed to have fully, finally, and irrevocably released and forever discharged the Released Parties of, and shall be forever barred from instituting, maintaining, or prosecuting any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys fees, losses and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to (a) the Data Incident; (b) the Action; or (c) any of the alleged violations of laws or regulations cited in the Complaint. *Id.* ¶ 109.

D. Report of the Results of the Notice Program

Following this Court's issuance of the preliminary approval order and approval of the proposed notice program, Defendant's Counsel provided to the Settlement Administrator, on or about March 25, 2026, a data file with 516,016 Settlement Class Member records, which included names and physical and/or electronic mailing addresses for 511,849 Settlement Class Members (the "Settlement Class List"). Declaration of Jessie T. Montague Regarding Settlement Administration ("Notice Decl.") ¶ 6.

RG/2 Claims Administration LLC ("RG/2 Claims") subsequently arranged for a digital Publication Notice to be released on PR Newswire on May 4, 2026 to apprise the Settlement Class of the settlement. *Id.* ¶ 11.

Also on May 4, 2026, RG2 sent 178,156 Email Notices ("Email Notice") to Class Members for whom an email address was available, and 333,693 Postcard Notices ("Postcard Notice") to Class Members for whom only an associated physical mailing address was available. *Id.* ¶¶ 7-8. The Email Notice and Postcard Notice clearly and concisely summarized the Settlement and the legal rights of the Class Members. *Id.*, Exs. A, B. In addition, the Email Notice and Postcard Notice also directed the recipients to the Settlement Website where they could access the Long Form Notice and additional information about the Settlement. *Id.*

Notices returned as undeliverable were re-mailed to any new address available through USPS information (for example, to the address provided by the USPS on returned mail pieces for which the automatic forwarding order had expired but was still within the time period in which the USPS returned the piece with the address indicated), or to better addresses that were found extensive skip-trace procedures. *Id.* ¶ 10. Upon successfully locating better addresses, Postcard Notices were promptly remailed. *Id.* As of June 12, 2026, RG/2 Claims has remailed 59,338 Postcard Notices. *Id.*

As of June 12, 2026 an Email Notice or Postcard Notice was delivered to 499,415 of the 516,016 unique, identified Settlement Class Members. *Id.* ¶¶ 6-10 This means that, to date, the individual notice efforts have directly reached approximately 96.8% of the identified Settlement Class Members. *Id.*

E. Settlement Website

On or about May 1, 2026, RG/2 Claims established a dedicated Settlement Website with an easy to remember domain name (www.pseadatasettlement.com). *Id.* ¶ 12. Relevant documents, including the Long Form Notice, Settlement Agreement, Preliminary Approval Order, and Claim Form, along with other case-related documents are available on the Settlement Website. *Id.*, SA ¶ 61. The Settlement Website also provides the ability for Class Members to submit an online Claim Form. Notice Decl. ¶ 12. In addition, the Settlement Website includes relevant dates, instructions for how Class Members may opt-out (request exclusion) from or object to the Settlement, instructions for submitting a Claim Form, contact information for the Settlement Administrator, and how to obtain other case-related information. *Id.* The Settlement Website address was prominently displayed in all notice documents. As of June 30, 2026, there have been 20,558 unique visitor sessions to the Settlement. *Id.*

F. Claim Forms and Requests for Exclusion and Objections

The Opt-Out Period and Objection Deadline for the Settlement is July 6, 2026. As of July 5, 2026, there have been no objections and 16 opt-outs filed. *Id.* ¶¶ 16-17. The deadline for Class Members to file a Claim Form is also July 6, 2026. As of July 5, 2026, RG2 has received 8,374 Claim Forms. *Id*. ¶ 18. As the Claims Deadline has not yet passed, Plaintiffs' counsel anticipates that RG2 will account for additional claims.

II. Argument

A. The Court Should Grant Final Approval of the Settlement

Plaintiffs request that the Court finally approve the proposed Settlement because it falls within the range of reasonableness, the reaction of the Settlement Class has been favorable, and approval of these terms will secure an adequate recovery in exchange for the releases of Plaintiffs' claims. Factors relevant to the ultimate approval of the settlement include:

1. the risks of establishing liability and damages;
2. the range of reasonableness of the settlement in light of the best possible recovery;
3. the range of reasonableness of the settlement in light of all the attendant risks of litigation;
4. the complexity, expense, and likely duration of the litigation;
5. the state of the proceedings and the amount of discovery completed;
6. the recommendations of competent counsel; and
7. the reaction of the class to the settlement.

Here, these factors reflect that the Settlement is within the range of reasonableness and should be finally approved.

1. The Risks of Establishing Liability and Damages

"In evaluating the likelihood of success, a court should not attempt to resolve unsettled issues or legal principles but should attempt to estimate the reasonable probability of success." *Dauphin Deposit Bank & Tr. Co. v. Hess*, 698 A.2d 1305, 1309 (Pa. Super. Ct. 1997), *aff'd*, 556 727 A.2d 1076 (Pa. 1999). Should litigation continue, Plaintiffs would eventually need to survive a motion for summary judgment in order to proceed with the litigation. Historically, data breach cases face substantial hurdles in surviving even the pleading stage. *See, e.g.*, *In re Waste Mgmt. Data Breach Litig.*, No. 21CV6147 (DLC), 2022 WL 561734 (S.D.N.Y. Feb. 24, 2022) (granting a defendant's motion to dismiss a data breach); *Hammond v. The Bank of New York Mellon Corp.,* No. 08 CIV. 6060 RMB RLE, 2010 WL 2643307, at *14 (S.D.N.Y. June 25, 2010) (collecting cases, and dismissing a data breach class action on a motion for summary judgment).

Class certification is perhaps a greater hurdle to be overcome — and one that courts have denied in other data breach cases. *See Cheryl Gaston v. FabFitFun, Inc.*, No. 2:20-cv-09534, 2021 WL 6496734, at *3 (C.D. Cal. Dec. 9, 2021) ("Historically, data breach cases have experienced minimal success in moving for class certification."); *see, e.g.*, *In re TD Ameritrade Acct. Holder Litig.*, No. 07-cv-2852, 2011 WL 4079226, at *5 (N.D. Cal. Sept. 13, 2011); *In re TJX Cos. Retail Sec. Breach Litig.*, 246 F.R.D. 389, 397 (D. Mass. 2007) (refusing to certify a class of banks alleging damages resulting from a retailer's data breach because of individual issues relating to causation); *Stollenwerk v. TriWest Healthcare All.,* No. 03-cv-0185, Slip Op. at 5-6, (D. Ariz. June 10, 2008) (individualized issues relating to proof of causation would predominate over common questions). This "uncertain state of the law" supports approval. *See Munoz v. BCI Coca-Cola Bottling Co. of L.A*, 186 Cal. App. 4th 399, 411 (2010).

Plaintiffs' success at trial is also far from certain. *See Hashemi v. Bosley, Inc.*, No. No. CV 21-946, 2022 WL 18278431, at *3 (C.D. Cal. Nov. 21, 2022) (explaining "damages methodologies in data breach cases are largely untested and have yet to be presented to a jury."). Through the Settlement, Plaintiffs and Settlement Class Members would gain significant benefits without having to face further risk of receiving no relief at all. This factor weighs in favor of Final Approval.

2. The Range of Reasonableness in Light of the Best Possible Recovery and in Light of the Attendant Risks of Litigation

The next two factors require the court to analyze the range of reasonableness of the settlement. "In deciding whether the settlement falls within a 'range of reasonableness,'" a court needs "to examine whether the proposed settlement secures an 'adequate' (and not necessarily the best possible) advantage for the class in exchange for the surrender of the members' litigation rights." *Dauphin Deposit Bank*, 727 A.2d at 1079. "In this light, a court need not inquire into whether the 'best possible' recovery has been achieved. Rather, in view of the stage of the proceedings, complexity, expense and likely duration of further litigation, as well as the risks of litigation, the court is to decide whether the settlement is reasonable." *Id.*

As explained above, the Settlement and distribution process is constructed so Settlement Class members can file claims for (1) out-of-pocket losses up to $5,000.00; or (2) an alternative cash payment for $50.00. In addition to monetary compensation, Settlement Class Members may also elect to receive two years of credit monitoring. This structure is similar to data breach settlements that have been approved by other courts. *See, e.g.*, *Bickham v. ReproSource Fertility Services, Inc.*, Case No. 1:21-cv-11879 (D. Mass.) (final approval granted July 25, 2024) (approving settlement where class members could file claims for out-of-pocket losses up to $3,000, credit monitoring services for three years, or a cash payment of $50); *Barletti v. Connexin Software, Inc.*, No. 2:22-CV-04676-JDW, 2024 WL 1096531, at *6 (E.D. Pa. Mar. 13, 2024) (approving a similar data breach settlement and finding that it "treats class members equitably relative to each other"); *Heflin v. York County School of Tech.*, No. 2024-SU-001254 (Pa. Com. Pls. Jan. 9, 2026); *Breneman v. Keystone Health*, No. 1:22-cv-01643 (Pa. Com. Pl. Aug. 15, 2023).

This settlement is particularly strong in light of the risks and delay-related disadvantages of continued litigation. As discussed above, the risks of continuing litigation are substantial because Plaintiffs have no assurance of establishing liability or any entitlement to monetary relief. Thus, these factors weigh in favor of Final Approval of the settlement.

3. The Complexity, Expense, and Likely Duration of the Litigation

The complexity, expense, and duration factor "captures the probable costs, in both time and money, of continued litigation." *In re Cendant Corp. Litigation*, 264 F.3d 201, 233 (3d Cir. 2001). "Most class actions are inherently complex and settlement avoids the costs, delays and multitude of other problems associated with them." *Milkman v. Am. Travellers Life Ins. Co.*, 61 Pa. D. & C.4th 502, 543 (Pa. Com. Pl. Ct. 2002) (citing *In re NASDAQ Market-Makers Antitrust Litigation*, 187 F.R.D. 465, 477 (S.D.N.Y. 1998) ("[C]lass actions have a well-deserved reputation as being most complex.")).

Numerous courts have noted that legal and factual uncertainty in this area supports approval of data breach class settlements. *See In re Equifax Inc. Customer Data Sec. Breach Litig.*, No. 1:17-md-2800, 2020 WL 256132, at *7 (N.D. Ga. Mar. 17, 2020) (identifying disputed legal issues including duty, causation, class certification, and additional risks related to discovery, juries, and appeals); *In re Sonic Cop. Customer Data*

Sec. Breach Litig., No. 1:17-md-2807, 2019 WL 3773737, at *6 (N.D. Ohio Aug. 12, 2019) ("The realm of data breach litigation is complex and largely undeveloped. It would present the parties and the Court with novel questions of law."). This is in part because of the complexity of class certification and presenting a damages (and causation) model to a jury at trial, as discussed above.

By settling this matter now, Plaintiffs and PSEA avoid the expense of further litigation on the pleadings, motions for summary judgment, preparation for and prosecution of a trial, and likely appeals from the judgment, all while providing a substantial direct benefit to Class Members now as opposed to some uncertain amount at some point in the future. Thus, this factor strongly weighs in favor of Final Approval.

4. The State of the Proceedings and Amount of Discovery Completed

"The purpose of the state of the proceedings and discovery completion factor is to ascertain the 'degree of case development that class counsel have accomplished prior to settlement. Through this lens, courts can determine whether counsel had an adequate appreciation of the merits of the case before negotiating.'" *Milkman v. Co.*, 61 Pa. D. & C.4th at 544 (quoting *In re Gen. Motors Corp. Pick Up Truck Fuel Tank Product Liab. Litig*., 55 F.3d 768, 813 (3d Cir. 1995)). This ensures that "a proposed settlement is the product of informed negotiations" by providing for "an inquiry into the type and amount of discovery the parties have undertaken." *In re Prudential Ins. Co. Am. Sales Prac. Litig. Agent Actions*, 148 F.3d 283, 319 (3d Cir. 1998).

Here, the Parties exchanged relevant information in preparation for mediation. The information PSEA produced in response to targeted requests gave Plaintiffs' counsel sufficient information to assess the Settlement in light of the strengths and weaknesses of the case and determine that the Settlement is fair, reasonable, and adequate. *See Tumpa v. IOC-PA, LLC*, No. 3:18-CV-112, 2021 WL 62144, at *8 (W.D. Pa. Jan. 7, 2021) (approving a settlement where the "limited discovery" was sufficient to provide the parties "with an appreciation of the merits of the case"); *In re Philadelphia Inquirer Data Sec. Litig.*, No. CV 24-2106-KSM, 2025 WL 845118, at *9 (E.D. Pa. Mar. 18, 2025) (finding this factor satisfied where "Plaintiffs' counsel interviewed Plaintiffs and other class members, reviewed Plaintiffs' documentation and all documents produced by Defendant related to the data breach, researched applicable state laws regarding breaches of consumer information, exchanged informal discovery with Defendant prior to mediation, and drafted detailed mediation statements").

Further, the participation of Mr. Andersen in an all-day mediation session ensured that the settlement negotiations were conducted at arm's length and without collusion between the Parties. *See e.g.*, *In re NFL Players' Concussion Inj. Litig.*, 301 F.R.D. 191, 198 (E.D. Pa. 2014) ("noting that a presumption of fairness exists where parties negotiate at arm's length, assisted by a mediator"). Under the circumstances, the fact that the parties did not engage in comprehensive formal discovery is not an impediment to approving the settlement. *See Fulton-Green v. Accolade, Inc.*, No. CV 18-274, 2019 WL 316722, at *3 (E.D. Pa. Jan. 24, 2019).

For these reasons, this factor also weighs in favor of final approval.

5. The Recommendations of Competent Counsel

"The opinion of experienced counsel is entitled to considerable weight." *Fischer v. Madway*, 485 A.2d 809, 813 (Pa. Super. Ct. 1984). Here, Class and Defendant's Counsel have extensive experience successfully litigating data breach and other complex class actions. Class Counsel Bart D. Cohen has represented plaintiffs in class actions for well over 30 years, and Class Counsel Gerald D. Wells III has done so for 25 years. Class Counsel is satisfied that this Settlement is in the best interest of the Class, as it provides them with relief intended to address the principal harms caused by the Data Incident while eliminating the risks associated with further litigation. Thus, this factor weighs in favor of settlement.

6. The Reaction of the Class to the Settlement

As discussed above, the notice program that RG2 successfully implemented has provided direct notice to over 96% of the Class. The reaction has been overwhelmingly favorable and positive. As of today, no Settlement Class Member has objected to the Settlement, and only 16 individuals have requested exclusion from the class. The nonexistence of objections, and small percentage of opt-out requests weigh heavily in favor of Final Approval. *See High St. Rehab., LLC v. Am. Specialty Health Inc.*, Case No. 2:12-cv-07243-NIQA, 2019 WL 4140784, at *4 (E.D. Pa. Aug. 29, 2019) ("A low number of objectors or opt-outs is persuasive evidence of the proposed settlement's fairness and adequacy.").

B. The Settlement Class Should be Certified for Purposes of Settlement

Finally, and as set forth in Plaintiffs' Motion for Preliminary Approval, the proposed Settlement Class satisfies all of the requirements of Rule 1702. Pa. R. Civ. P. 1702. The Court preliminarily certified the Settlement Class in its Preliminary Approval Order, and nothing has occurred that should change the Court's previous determination. Specifically, the Settlement Class still meets the requirements of numerosity, commonality, typicality, adequacy, predominance, and superiority. Accordingly, the Court should finally certify the Settlement Class for settlement purposes. *See, e.g.*, *In re Cap. One Consumer Data Sec. Breach Litig.*, No. 119MD2915AJTJFA, 2022 WL 18107626, at *4 (E.D. Va. Sep. 13,

2022) (granting final approval where "[n]othing has occurred that would alter the Court's initial determination").

III. Conclusion

For all of the reasons detailed herein, Plaintiffs respectfully request that upon completion of the fairness hearing, the Court enter the Parties' proposed Final Approval Order and Judgment, in the forms attached to the present Motion as **Exhibits 2 and 3,** respectively.

Dated: July 6, 2026

Respectfully submitted,

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