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**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA**

**KYLE MCDANIEL, RIKKI MCDANIEL, JON WILLIAMS, MOJDEH WILLIAMS, and TOM SIMMONS**, on behalf of themselves and all similarly situated individuals,

Plaintiffs,

v.

**TOSHIBA GLOBAL COMMERCE SOLUTIONS, INC.,**

Defendant.

Case No. 8:24-cv-01772-FWS-ADS

**PLAINTIFFS' NOTICE OF MOTION AND UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND MEMORANDUM IN SUPPORT**

Judge Fred W. Slaughter

Date: October 2, 2025

Time: 10:00 a.m.

Courtroom: 10D (Santa Ana)

**TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

**PLEASE TAKE NOTICE THAT** on October 2, 2025, at 10:00 a.m. or as soon thereafter as the matter may be heard by the Honorable Fred W. Slaughter of the United States District Court for the Central District of California, Southern Division, located in Courtroom 10-D at 411 West 4th Street, Room 1053, Santa Ana, California 92701-4516, Plaintiffs, through their undersigned counsel of record, will and hereby do move pursuant to Federal Rule of Civil Procedure 23 for entry of an order, *inter alia*:

- (1) granting final approval of the Settlement;
- (2) finally certifying the Settlement Class for purposes of settlement only;
- (3) finally appointing Plaintiffs Kyle McDaniel, Rikki McDaniel, Jon Williams, Mojdeh Williams, and Tom Simmons as Class Representatives;
- (4) finally appointing Raina C. Borrelli and Andrew G. Gunem of Strauss Borrelli PLLC and Kennedy M. Brian and William B. Federman of Federman & Sherwood as Settlement Class Counsel;
- (5) finally appointing RG/2 Claims Administration, LLC as Settlement Administrator;
- (6) awarding the requested Attorney Fees, Costs, and Service Awards (ECF No. 44); and
- (7) finding that Notice complied with the Court's Preliminary Approval Order, due process, and the Federal Rules of Civil Procedure.

This Unopposed Motion is based on this Notice of Motion, the supporting Memorandum, the Declaration of Dana Boub (**Exhibit 1**), the Declarations of the Class Representatives (**Exhibits 2–6**), all pleadings and exhibits herein, and any other matter of which this Court may take judicial notice.

Pursuant to Local Rule 7-3, proposed Settlement Class Counsel conferred with Defendant, and Defendant does not oppose the relief sought by Plaintiffs.

DATE: September 4, 2025

Respectfully submitted,

By: /s/ William B. Federman

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**I. INTRODUCTION**

On May 23, 2025, the Court granted Preliminary Approval of the Class Action Settlement, as set forth in a Settlement Agreement (“SA”),<sup>1</sup> between Plaintiffs Kyle McDaniel, Rikki McDaniel, Jon Williams, Mojdeh Williams, and Tom Simmons (collectively, “Plaintiffs”) and Defendant Toshiba Global Commerce Solutions, Inc. (“TGCS” or “Defendant”) (together, the “Parties”). (ECF No. 41). Pursuant to the Court’s Order, the Settlement Administrator, RG/2 Claims Administration LLC (“RG/2” or “Settlement Administrator”), issued notice to the Settlement Class. (Ex. 1, ¶ 8).

Since then, direct notice of the Settlement has reached 99% of the Settlement Class. (*Id.* ¶ 12). As of September 3, 2025, Settlement Class Members have filed 1,225 claims—which equates to a claims rate of 19.58%.<sup>2</sup> (*Id.* ¶ 16). The estimated value of the *Pro Rata* Cash Payment claims is \$243.42 (though that number may change as claims continue to be submitted and evaluated). (*Id.*). Additionally, only four (4) Settlement Class Members have opted out of the Settlement and no Settlement Class Members have objected to the Settlement. (*Id.* ¶¶ 13–14). As explained below, the Settlement satisfies Federal Rule of Civil Procedure (“Rule”) 23(a), Rule 23(b)(3), Rule 23(e), the *Hanlon* factors, and the *Briseño* analysis. Therefore, the Court should grant final approval of the Settlement.<sup>3</sup>

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<sup>1</sup> The Settlement Agreement was filed with Plaintiffs’ Motion for Preliminary Approval as ECF No. 38-1. All capitalized terms used herein shall have the meaning ascribed to them in the Settlement Agreement unless otherwise stated.

<sup>2</sup> The claims rate is expected to increase because the deadline to submit a claim is not until September 22, 2025. (Ex. 1, ¶ 16). Additionally, a portion of the claims submitted so far are still being reviewed by RG/2. (*Id.*).

<sup>3</sup> Plaintiffs filed a [Proposed] Final Approval Order as “Exhibit E” to the Settlement Agreement. (*See* ECF No. 38-1). Counsel prepared an updated [Proposed] Final Approval Order (**Exhibit 7**) which Counsel will also submit to the Court’s designated email address.

## II. FACTUAL AND PROCEDURAL BACKGROUND

TGCS is a global market share leader in retail store technology. (Second Am. Compl., ¶ 20, ECF No. 37). Between December 4, 2023, and March 18, 2024, an unauthorized actor gained access to TGCS’s email environment (the “Data Incident”). (*Id.* ¶ 33). The Data Incident allegedly impacted the personally identifiable information (“PII”) of the current and former employees of TGCS and their dependents. (*Id.* ¶ 23).

After the Data Incident was announced, Plaintiff Kyle McDaniel filed a putative class action lawsuit against Toshiba America Business Solutions, Inc. (“TABS”) on August 13, 2024. (ECF No. 1). A First Amended Class Action Complaint was filed on December 10, 2024, and added Rikki McDaniel, Jon Williams, and Mojdeh Williams as named plaintiffs. (ECF No. 17). TGCS was also added as a Defendant. (*Id.*). After meeting and conferring with defense counsel for TABS and TGCS, it was determined that TGCS was the proper Defendant for the claims alleged by Plaintiffs Kyle McDaniel, Rikki McDaniel, Jon Williams, and Mojdeh Williams.<sup>4</sup> Therefore, Plaintiffs filed a Second Amended Class Action Complaint on April 17, 2025, asserting claims for (1) negligence, (2) negligence *per se*, (3) breach of implied contract, (4) unjust enrichment, and (5) declaratory judgment, and removing TABS as a defendant. (ECF No. 37). Tom Simmons was also added as an additional named Plaintiff. (*Id.*).

After determining the proper defendant, Proposed Settlement Class Counsel engaged in extensive arm’s length settlement negotiations, over the course of several months, that included the informal exchange of information necessary to evaluate

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<sup>4</sup> There is a parallel lawsuit against TABS—*Gregerson v. Toshiba America Business Solutions, Inc.*, No. 8:24-cv-01201 (C.D. Cal.) (“*Gregerson Action*”), which received final approval on September 2, 2025 (ECF No. 50).

1 the Parties' respective strengths and weaknesses. After significant negotiations, the  
2 Parties reached the Settlement.

3 Plaintiffs filed a Motion for Preliminary Approval of Class Action Settlement  
4 on April 17, 2025. (ECF No. 38). The Court granted preliminary approval on May  
5 23, 2025. (ECF No. 41). Since preliminary approval was granted, nothing has  
6 changed other than that notice of the settlement has been successfully disseminated  
7 to the Class. Thus, the Settlement merits final approval.

### 8 **III. SUMMARY OF THE SETTLEMENT TERMS**

#### 9 **A. The Settlement Class**

10 The Settlement Agreement encompasses two (2) settlement classes, for  
11 settlement purposes only:

##### 12 **Settlement Class**

13 [A]ll United States residents who were mailed notice by TGCS that  
14 their personal information was impacted in a data incident beginning  
15 on approximately December 4, 2023. However, the Settlement Class  
16 specifically excludes: (i) TGCS, its subsidiaries, parent companies,  
17 successors, predecessors, and any entity in which TGCS or its parents  
18 have a controlling interest, and their officers and directors; (ii) all  
19 Settlement Class Members who validly request exclusion from the  
20 Settlement Class by the Opt-Out Date; (iii) any judges assigned to this  
21 case and members of their direct families; and (iv) any other Person  
22 found by a court of competent jurisdiction to be guilty under criminal  
23 law of initiating, causing, aiding, or abetting the criminal activity  
24 occurrence of the Data Incident or who pleads *nolo contendere* to any  
25 such charge.

26 (SA, ¶ 1.32).

##### 27 **California Settlement Subclass**

28 [T]hose Settlement Class Members residing in California who were  
mailed notification of the Data Incident from TGCS at a California  
address.

(*Id.* ¶ 1.2).

1           **B.     The Non-Reversionary Settlement Fund.**

2           Pursuant to the terms of the Settlement Agreement, TGCS will establish a  
3 non-reversionary common fund of \$435,000.00. (*Id.* ¶ 1.34). The Settlement Fund  
4 will be used to pay for: (i) all Valid Claims; (ii) all Costs of Claims Administration;  
5 (iii) any service award payments approved by the Court to the Representative  
6 Plaintiffs; (iv) attorneys’ fees and costs as approved by the Court; and (v) any other  
7 payments authorized by the Settlement Agreement. (*Id.* ¶ 2.4).

8           **C.     Settlement Benefits.**

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

11           Out-of-Pocket Expense Reimbursement: All Settlement Class Members who  
12 have suffered a proven monetary loss and who submit a Valid Claim using the Claim  
13 Form are eligible for reimbursement of up to seven thousand five hundred dollars  
14 (\$7,500.00) if: (i) the loss is an actual, documented, and unreimbursed monetary  
15 loss; (ii) the loss was more likely than not caused by the Data Incident; (iii) the loss  
16 occurred between December 4, 2023 and the Claims Deadline; (iv) the Settlement  
17 Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss,  
18 including but not limited to exhaustion of all available credit monitoring insurance  
19 and identity theft insurance; and (v) the Settlement Class Member has not submitted  
20 a valid and approved claim in the settlement of *Gregerson v. Toshiba America*  
21 *Business Solutions, Inc.*, 8:24-cv-01201-FWS-ADS (C.D. Cal).<sup>5</sup> (*Id.* ¶ 3.2).

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22  
23 <sup>5</sup> The *Gregerson* Action arises from the same data security incident as the present  
24 action (the “*McDaniel* Action”) but asserts claims against a different Toshiba  
25 subsidiary—TABS. In other words, two Toshiba subsidiaries—TABS and TGCS—  
26 were impacted by the same data security incident. There were a small number of  
27 individuals who received notice of the data security incident from both TGCS and  
28 TABS, however the Parties were careful to ensure that the releases between the

1        California Settlement Subclass Payment: Additionally, all California  
2 Settlement Subclass Members may make a claim for a \$150.00 cash payment,  
3 provided that such member has not submitted a valid and approved claim in the  
4 settlement of *Gregerson v. Toshiba America Business Solutions, Inc.*, 8:24-cv-  
5 01201-FWS-ADS (C.D. Cal.). (*Id.* ¶ 3.4).

6        Pro Rata Cash Payment: Lastly, all Settlement Class Members may make a  
7 claim for a *pro rata* distribution of the cash that remains in the Settlement  
8 Remainder, if any, after payment of all Costs of Claims Administration, any service  
9 award payments approved by the Court to the Representative Plaintiffs, attorneys’  
10 fees and costs as approved by the Court, and Valid Claims for Out-of-Pocket  
11 Expense Reimbursement and California Settlement Subclass Payment, provided that  
12 such member has not submitted a valid and approved claim in the settlement of  
13 *Gregerson v. Toshiba America Business Solutions, Inc.*, 8:24-cv-01201-FWS-ADS  
14 (C.D. Cal.). (*Id.* ¶ 3.5).

15        **D. Business Practice Changes and Confirmatory Discovery.**

16        In connection with these settlement negotiations, TGCS has acknowledged  
17 (without any admission of liability) that TGCS has made certain systems or business  
18 practice changes to mitigate the risk of similar data incidents in the future. (*Id.* ¶ 3.9).  
19 TGCS has provided reasonable access to confidential confirmatory discovery  
20 regarding the number of Settlement Class Members and state of residence, the facts  
21 and circumstances of the Data Incident and TGCS’s response thereto, and the  
22 changes and improvements that have been made or are being made to further protect

23 \_\_\_\_\_  
24 *Gregerson* Action settlement and the present action did not overlap. (Declaration of  
25 Raina Borrelli in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval  
26 of Class Action Settlement (“Borrelli Decl.”), ¶ 7, ECF No. 38-2). The carve out  
27 above (and throughout the Settlement Agreement for the *McDaniel* Action) was  
included to ensure a Settlement Class Member could not recover twice for the harm  
suffered due to one data security incident.

1 Settlement Class Members' PII. (*Id.* ¶ 3.10).

2 **E. Attorneys' Fees, Costs, Expenses and Service Awards.**

3 Proposed Settlement Class Counsel filed an Amended<sup>6</sup> Motion for Attorneys'  
4 Fees, Expenses, and Service Awards on August 14, 2025, requesting attorneys' fees  
5 in the amount of \$108,750.00, expenses in the amount of \$3,593.89, and service  
6 awards of \$5,000.00 per named plaintiff. (ECF No. 44). To date, no Settlement Class  
7 Member objected to the amounts requested.

8 **IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

9 "Although there is a 'strong judicial policy that favors settlements,  
10 particularly where complex class action litigation is concerned,' a settlement of class  
11 claims requires court approval." *Nguyen v. Westlake Servs. Holding Co.*, No. 8:23-  
12 CV-00854-FWS-ADS, 2025 WL 2087575, at \*4 (C.D. Cal. Jan. 27, 2025) (quoting  
13 *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1238 (9th Cir. 1998)). Rule 23(e)  
14 governs class action settlement approval. Pursuant to Rule 23(e), class action  
15 settlements are permitted only when the settlement is "fair, reasonable, and  
16 adequate." Fed. R. Civ. P. 23(e).

17 In determining whether a settlement is "fair, reasonable, and adequate," courts  
18 must consider whether:

19 (A) the class representatives and class counsel have adequately  
20 represented the class;

21 (B) the proposal was negotiated at arm's length;

---

22  
23 <sup>6</sup> Proposed Settlement Class Counsel filed their initial Motion for Attorneys' Fees,  
24 Expenses, and Service Awards on August 7, 2025. (ECF No. 42). The amount  
25 requested in fees, expenses, and service awards did not change when the Amended  
26 Motion for Attorneys' Fees, Expenses, and Service Awards was filed on August 14,  
27 2025. (ECF No. 44). Therefore, Proposed Class Counsel did not resubmit their excel  
28 spreadsheets notating their fees and expenses to chambers because they did not  
change.

1 (C) the relief provided for the class is adequate, taking into  
2 account:

3 (i) the costs, risks, and delay of trial and appeal;

4 (ii) the effectiveness of any proposed method of  
5 distributing relief to the class, including the method of  
6 processing class-member claims;

7 (iii) the terms of any proposed award of attorney's fees,  
8 including timing of payment; and

9 (iv) any agreement required to be identified under Rule  
10 23(e)(3); and

11 (D) the proposal treats class members equitably relative to each  
12 other.

13 Fed. R. Civ. P. 23(e)(2). Additionally, courts within the Ninth Circuit consider the  
14 following factors: (i) the strength of the Plaintiffs' case; (ii) the risk, expense,  
15 complexity, and likely duration of further litigation; (iii) the amount offered in  
16 settlement; (iv) the extent of discovery completed and the stage of the proceedings;  
17 (v) the experience and views of counsel; (vi) any evidence of collusion between the  
18 parties; and (vii) the reaction of the class members to the proposed settlement  
(collectively, the "*Hanlon* factors"). *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026  
(9th Cir. 1998).

19 **A. *Hanlon* Factors 4, 6 and Fed. R. Civ. P. 23(e)(2)(B): the Settlement**  
20 **was Negotiated at Arm's Length; there is No Evidence of Collusion;**  
21 **and the Stage in Which the Settlement was Reached Supports**  
22 **Preliminary Approval.**

23 The Settlement presented to the Court for final approval was negotiated at  
24 arm's length and without collusion in accordance with Rule 23(e)(2)(B) and *Hanlon*  
25 factors 4 and 6.

26 Shortly after the Data Incident was announced by TGCS, Proposed Settlement  
27

1 Class Counsel quickly worked to: (i) investigate the factual underpinning of the Data  
2 Incident; (ii) identify potential forums for initiating the class action lawsuit; (iii)  
3 research and evaluate the potential legal claims to determine their probability for  
4 success; (iv) interview individuals impacted by the Data Incident; and (v) draft the  
5 complaint that initiated the lawsuit. (Borrelli Decl., ¶ 8). Once the lawsuit was filed,  
6 and the proper defendant was determined, TGCS expressed interest in early  
7 settlement negotiations due to: (i) the small size of the Class; and (ii) the pending  
8 resolution of the *Gregerson* Action. (*Id.* ¶ 9). However, before engaging in  
9 settlement negotiations, Proposed Settlement Class Counsel requested, received,  
10 and/or reviewed informal discovery from Defendant regarding the Data Incident,  
11 affected Class Members, and its remediation efforts.<sup>7</sup> (*Id.*). After thoroughly  
12 evaluating the strengths and weaknesses of the case, Proposed Settlement Class  
13 Counsel engaged in extensive arm’s length settlement negotiations with counsel for  
14 TGCS over the span of many months. (*Id.* ¶ 10). Proposed Settlement Class Counsel  
15 used their knowledge from prosecuting other data breach class action settlements to  
16 negotiate the Settlement achieved here. (*Id.*). The fact that the Settlement was  
17 achieved through well-informed arm’s length negotiations between counsel with  
18 significant experience in data breach class actions weighs in favor of preliminary  
19 approval. *See Cmty. Res. for Indep. Living v. Mobility Works of California, LLC*,  
20 533 F. Supp. 3d 881, 889 (N.D. Cal. 2020) (“Where, as here, an agreement is the  
21

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22 <sup>7</sup> Although formal discovery was not completed, this does not prohibit approval of  
23 the Settlement. “In the context of class action settlements, ‘formal discovery is not  
24 a necessary ticket to the bargaining table’ where the parties have sufficient  
25 information to make an informed decision about settlement.” *Linney*, 151 F.3d at  
26 1239. This is certainly the case here, where Proposed Settlement Class Counsel  
27 obtained sufficient informal discovery that allowed them to evaluate the strengths  
and weaknesses of Plaintiffs’ claims before negotiating a Settlement. (*See* Borrelli  
Decl., ¶¶ 9–10).

1 product of “serious, informed, non-collusive negotiations” conducted by  
2 experienced counsel over an “extended period of time,” those facts will weigh in  
3 favor of approval.”) (citation omitted); *In re Tableware Antitrust Litig.*, No. C-04-  
4 3514 VRW, 2007 WL 4219394, at \*3 (N.D. Cal. Nov. 28, 2007) (granting final  
5 approval, and holding that “extended negotiations that culminated in the settlement  
6 indicate that the agreement here was reached in a procedurally sound manner”).  
7 Thus, these factors resound in favor of final approval.

8 **B. *Hanlon* Factors 3 and 5: the Amount Offered in Settlement and the**  
9 **Experience and Views of Counsel.**

10 Through Proposed Settlement Class Counsel’s efforts and negotiations,  
11 Proposed Settlement Class Counsel achieved a non-reversionary settlement fund of  
12 \$435,000.00 for approximately 6,255 Settlement Class Members.<sup>8</sup> (SA, ¶ 1.32). The  
13 Settlement provides two (2) components of relief: (i) cash payments to Settlement  
14 Class Members; and (ii) meaningful business practice changes. (*Id.* ¶¶ 3.2–3.5, 3.9).  
15 Under the monetary component, all Settlement Class Members are eligible to submit  
16 a claim for an Out-of-Pocket Expense Reimbursement of up to \$7,500.00 and a *Pro*  
17 *Rata* Cash Payment. (*Id.* ¶¶ 3.2, 3.5). Additionally, all California Subclass Members  
18 will be permitted to submit a claim for a \$150.00 cash payment. (*Id.* ¶ 3.4). As to the  
19 second component, TGCS has acknowledged (without any admission of liability)  
20 that it has made certain systems or business practice changes to mitigate the risk of  
21 similar data incidents in the future. (*Id.* ¶ 3.9). These are meaningful benefits that  
22

---

23 <sup>8</sup> The Settlement equates to an approximate per person value of \$69.54. This amount  
24 far exceeds the per person value achieved in many other data breach cases. *See, e.g.,*  
25 *Carter v. Vivendi Ticketing US LLC*, No. SACV2201981CJCDMX, 2023 WL  
26 8153712 (C.D. Cal. Oct. 30, 2023) (data breach settlement with approximate per  
27 person value of \$6.86); *Harbour v. California Health & Wellness Plan*, No. 5:21-  
CV-03322-EJD, ECF Nos. 52, 63 (N.D. Cal. Jan. 16, 2024) (data breach settlement  
with approximate per person value of \$6.34).

1 mirror the relief Class Members could expect to receive only after a successful trial.

2 In sum, the Settlement addresses the type of injuries and repercussions  
3 sustained by Settlement Class Members in the wake of the Data Incident and offers  
4 significant compensation to make each Settlement Class Member “whole.”  
5 “[T]hrough the Settlement, Plaintiffs and Class Members gain benefits without  
6 having to face further risk.” *Desue v. 20/20 Eye Care Network, Inc.*, No. 21-CIV-  
7 61275-RAR, 2023 WL 4420348, at \*8 (S.D. Fla. July 8, 2023); *see also Nat’l Rural*  
8 *Telecommunications Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 527 (C.D. Cal. 2004)  
9 (“[I]t is well-settled law that a proposed settlement may be acceptable even though  
10 it amounts to only a fraction of the potential recovery that might be available to the  
11 class members at trial.”).

12 This exceptional Settlement was only obtained through the experience and  
13 skill of Proposed Settlement Class Counsel. (Borrelli Decl., ¶ 12). Proposed  
14 Settlement Class Counsel are highly experienced in this area of practice and have a  
15 well-respected reputation in the data privacy litigation sector. (*Id.*). Proposed  
16 Settlement Class Counsel worked hard and at great risk on behalf of the Settlement  
17 Class to obtain information from TGCS regarding the Data Incident and utilized their  
18 experience and knowledge gained from other data breach class actions to negotiate  
19 a favorable Settlement here. (*Id.*). Based on the experience and views of Proposed  
20 Settlement Class Counsel, this is an excellent result for the Settlement Class, which  
21 militates in favor of final approval. (*Id.* ¶¶ 12, 18); *see also Lalli v. First Team Real*  
22 *Est.-Orange Cnty.*, No. 820CV00027JWHADS, 2022 WL 8207530, at \*9 (C.D. Cal.  
23 Sept. 6, 2022) (granting final approval of settlement where the Court was satisfied  
24 that Class Counsel’s experience “allowed them to evaluate the merits of the claims  
25 and risks associated with prosecuting them” and “Class Counsel also staunchly  
26 support[ed] the final outcome as fair and reasonable”).

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

Rule 23(e)(2)(A) requires the Court to consider whether “the class representatives and class counsel have adequately represented the class.” Fed. R. Civ. P. 23(e)(2)(A). Here, both the Class Representatives and Proposed Settlement Class Counsel adequately represented the Settlement Class.

The Class Representatives pursued this litigation on behalf of the Class for the benefit of the Class. The Class Representatives demonstrated their adequacy by: (i) selecting well-qualified counsel; (ii) producing information and documents to their counsel to permit investigation and development of the complaints; (iii) being available as needed throughout the litigation; (iv) monitoring the litigation; (v) being willing to endure invasive discovery and depositions if needed; and (vi) reviewing the terms of the Settlement and the Settlement Agreement. (*See* Exs. 2–6). Plaintiffs’ claims and interests align with those of the Settlement Class, and they approve of the Settlement. Therefore, the Class Representatives have performed adequately.

Similarly, Proposed Settlement Class Counsel are adequate representatives. Proposed Settlement Class Counsel have extensive experience litigating complex class actions and have demonstrated ample success in litigating data breach class actions. (Borrelli Decl., ¶ 14). Proposed Settlement Class Counsel have adequately represented the Class by: (i) fully investigating the facts and legal claims; (ii) preparing the complaints; (iii) requesting, obtaining, and/or reviewing informal discovery from TGCS regarding the Data Incident, affected Class Members, its remediation efforts and insurance coverage; and (iv) extensively negotiating the settlement terms. (*Id.*). The work done by Proposed Settlement Class Counsel to date provided Proposed Settlement Class Counsel with sufficient information to negotiate this very favorable Settlement for the Class. (*Id.*). Thus, Proposed Settlement Class

Counsel were also adequate representatives, and this factor weighs in favor of final approval.

**D. Hanlon Factors 1, 2 and Fed. R. Civ. P. 23(e)(2)(C)(i): the Strength of Plaintiffs’ Case; the Risk, Expense, Complexity, and Likely Duration of Further Litigation; and the Costs, Risks, and Delay of Trial and Appeal.**

Data breach litigation is a cutting-edge area of the law that presents numerous developing issues, evolving precedents, and unpredictable outcomes. *See, e.g., In re Sonic Corp. Customer Data Sec. Breach Litig.*, No. 1:17-md-2807, 2019 WL 3773737, at \*7 (N.D. Ohio Aug. 12, 2019) (“Data breach litigation is complex and risky. This unsettled area of law often presents novel questions for courts. And of course, juries are always unpredictable.”); *Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415-CMA-SKC, 2019 WL 6972701, at \*1 (D. Colo. Dec. 16, 2019) (“Data breach cases ... are particularly risky, expensive, and complex.”); *Fulton-Green v. Accolade, Inc.*, No. 18-274, 2019 WL 4677954, at \*8 (E.D. Pa. Sept. 24, 2019) (noting data breaches are a “risky field of litigation” because they “are uncertain and class certification is rare.”); *Fox v. Iowa Health Sys.*, No. 3:18-CV-00327-JDP, 2021 WL 826741, at \*5 (W.D. Wis. Mar. 4, 2021) (“Data breach litigation is evolving; there is no guarantee of the ultimate result.”); *Corra v. ACTS Ret. Servs., Inc.*, No. CV 22-2917, 2024 WL 22075, at \*12 (E.D. Pa. Jan. 2, 2024) (“[T]he Court recognizes that data breach cases such as this one are complex and risky, and recovery at trial is decidedly uncertain—\$350,000 in cash is significantly better than nothing.”); *In re Countrywide Fin. Corp. Customer Data Sec. Breach Litig.*, No. 3:08-1998, 2010 WL 3341200, at \*6 (W.D. Ky. Aug. 23, 2010) (approving data breach settlement, in part, because “proceeding through the litigation process in this case is unlikely to produce the Plaintiffs' desired results).

1 There was no clear path to success in this case. Indeed, not one data breach case like  
2 this has gone to trial. Despite these risks, Proposed Settlement Class Counsel  
3 undertook this litigation on behalf of Plaintiffs and the Class.

4 This case was particularly risky, and Plaintiffs faced substantial hurdles if the  
5 litigation were to continue. (Borrelli Decl., ¶¶ 15–16). Most notably, Plaintiffs faced  
6 the risk of surviving a motion to dismiss, a motion for summary judgment, and  
7 obtaining (and maintaining) class certification. The class certification stage alone  
8 has been proven fatal in many data breach cases. *See, e.g., In re Hannaford Bros.*  
9 *Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013) (denying class  
10 certification in data breach class action); *Gaston v. FabFitFun, Inc.*, 2021 WL  
11 6496734, at \*3 (C.D. Cal. Dec. 9, 2021) (“Historically, data breach cases have  
12 experienced minimal success in moving for class certification.”); *In re Blackbaud,*  
13 *Inc., Customer Data Breach Litig.*, No. 3:20-MN-02972-JFA, 2024 WL 2155221  
14 (D.S.C. May 14, 2024) (denying motion for class certification in data breach case);  
15 *see also In re Blackbaud, Inc., Customer Data Breach Litig.*, No. 3:20-MN-02972-  
16 JFA, 2024 WL 5247287 (D.S.C. Dec. 30, 2024) (denying motion for leave to file a  
17 renewed class certification motion).

18 Though Plaintiffs and Proposed Settlement Class Counsel strongly believe in  
19 the merits of the claims asserted, Plaintiffs and Proposed Settlement Class Counsel  
20 acknowledge that proving causation and damages in the emerging area of data  
21 breach cases can be difficult and is by no means guaranteed. *See, e.g., Hashemi v.*  
22 *Bosley, Inc.*, No. CV 21-946 PSG (RAOX), 2022 WL 18278431, at \*4 (C.D. Cal.  
23 Nov. 21, 2022) (explaining that data breach class actions are a relatively new type  
24 of litigation and that damages methodologies in data breach cases are largely  
25 untested and have yet to be presented to a jury). Continued litigation would require  
26 formal discovery, depositions, expert reports, obtaining and maintaining class  
27

1 certification throughout trial, and summary judgment, as well as possible appeals  
2 (interlocutory and/or after the merits). (Borrelli Decl., ¶¶ 15–16). This would also  
3 require additional rounds of briefing and the possibility of no recovery at all. (*Id.*).  
4 The Settlement here guarantees relief to the Settlement Class whereas further  
5 protracted litigation would not.

6 For the reasons stated above, these factors heavily weigh in favor of final  
7 approval. *See Nat'l Rural Telecommunications Coop. v. DIRECTV, Inc.*, 221 F.R.D.  
8 523, 526 (C.D. Cal. 2004) (“In most situations, unless the settlement is clearly  
9 inadequate, its acceptance and approval are preferable to lengthy and expensive  
10 litigation with uncertain results.”) (citing 4 A Conte & H. Newberg, *Newberg on*  
11 *Class Actions*, § 11:50 at 155 (4th ed.2002); *Perez v. Bodycote Thermal Processing,*  
12 *Inc.*, No. CV 22-00145 RAO, 2024 WL 4329057, at \*7 (C.D. Cal. Aug. 23, 2024)  
13 (granting final approval after noting “[h]ad the case not settled when it did,  
14 additional costs for discovery and litigation would have been incurred, which would  
15 have resulted in less money available for Class Members for any later settlement”);  
16 *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 318 (N.D. Cal. 2018)  
17 (granting final approval where “further litigation would have been costly and  
18 uncertain and would have detrimentally delayed any potential relief for the Class,”  
19 whereas the relief provided by settlement was “timely, certain, and meaningful”);  
20 *Hashemi*, 2022 WL 2155117, at \*7 (“In short, given the ongoing risks and  
21 uncertainties of data breach litigation, as well as the fact that the Settlement provides  
22 significantly greater value per Class Member as compared to similar data breach  
23 class action settlements, the Court concludes that the Settlement amount is within  
24 the range of approval.”). Accordingly, these factors support final approval.

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

Rule 23(e)(2)(C)(ii) requires consideration of “the terms of any proposed award of attorney's fees, including timing of payment.” Pursuant to the terms of the Settlement Agreement, Proposed Settlement Class Counsel were permitted to seek up to one-third (1/3) of the Settlement Fund to pay for Proposed Settlement Class Counsel’s attorneys’ fees, costs, and expenses. (SA, ¶ 8.2). The Parties did not discuss the payment of attorneys’ fees, costs, and expenses until after the substantive terms of the Settlement were agreed to. (*Id.* ¶ 8.1).

Despite the Settlement Agreement allowing Proposed Class Counsel to request up to one-third (1/3) of the Settlement Fund, Proposed Class Counsel only requested twenty-five percent (25%) of the Settlement Fund in attorneys’ fees. (ECF No. 44). The fee requested is less than the fees awarded in other data privacy cases across the nation. *See, e.g., In re Novant Health, Inc.*, No. 1:22-CV-697, 2024 WL 3028443 (M.D.N.C. June 17, 2024) (collecting cases awarding one-third of the common fund and approving the same); *Krant v. UnitedLex Corp.*, No. 23-2443-DDC-TJJ, 2024 WL 5187565, at \*7 (D. Kan. Dec. 20, 2024) (“[A] one-third fee also aligns with those awarded by other courts in data breach class action cases.”); *In re Forefront Data Breach Litig.*, No. 21-CV-887, 2023 WL 6215366, at \*8 (E.D. Wis. Mar. 22, 2023) (awarding one-third of the settlement fund). Accordingly, this factor necessarily supports final approval.

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

Other than the Settlement Agreement and the agreement with the RG/2 to provide notice of the Settlement to the Settlement Class, there are no other agreements required to be identified.

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

“[T]he effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims,” is also a relevant factor in determining the adequacy of relief. Fed. R. Civ. P. 23(e)(2)(C)(ii).

The notice program and Claim Form were designed to encourage the filing of valid claims by Settlement Class Members. To file a claim, Settlement Class Members need only complete a simple Claim Form and submit it with documentation supporting any claimed losses or alternatively select a *Pro Rata* Cash Payment. Settlement Class Members may submit claims online or through the mail. This procedure is claimant-friendly, efficient, cost-effective, proportional, and reasonable under the particular circumstances of this case. Accordingly, the methods of distributing relief to Settlement Class Members further support that the Settlement is fair, reasonable, and adequate.

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

Rule 23(e)(2)(D) requires that the settlement “treat[] class members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2)(D). The proposed settlement does not discriminate between any segments of the Settlement Class. All Settlement Class Members are eligible to submit a claim for an Out-of-Pocket Expense Reimbursement of up to \$7,500.00 and a *Pro Rata* Cash Payment. (SA, ¶¶ 3.2, 3.5). Additionally, all California Subclass Members will be permitted to submit a claim for a \$150.00 cash payment. (*Id.* ¶ 3.4). The only difference among Settlement Class Members is that those who have substantiated financial losses will be compensated for those losses, and Class Members who would have statutory claims under California law will be compensated for their release of those claims. “It is reasonable

1 to allocate the settlement funds to class members based on the extent of their injuries  
2 or the strength of their claims on the merits.” *In re Omnivision Techs., Inc.*, 559 F.  
3 Supp. 2d 1036, 1045 (N.D. Cal. 2008) (citation omitted).

4 While Proposed Settlement Class Counsel sought Service Awards of  
5 \$5,000.00 each for the Class Representatives’ services on behalf of the Settlement  
6 Class (ECF No. 44), Service Awards of this amount are regularly approved in this  
7 Circuit. *See, e.g., Wahl v. Yahoo! Inc.*, No. 17-CV-02745-BLF, 2018 WL 6002323,  
8 at \*6 (N.D. Cal. Nov. 15, 2018) (awarding service award of \$5,000 where the parties  
9 participated in informal discovery); *In re Banner Health Data Breach Litig.*, No.  
10 2:16-CV-02696-SRB, 2020 WL 12574227, at \*7 (D. Ariz. Apr. 21, 2020) (awarding  
11 service awards of \$5,000 in data privacy case). Indeed, Plaintiffs spent a combined  
12 total of over **100 hours** towards the success of the litigation. (Exs. 2–6). Therefore,  
13 this factor supports preliminary approval.

14 **I. Hanlon Factor 7: the Reaction of the Class.**

15 Although the claims period does not end until September 22, 2025, the  
16 reaction from the class has been overwhelmingly positive. As of September 3,  
17 2025, Settlement Class Members have filed 1,225 claims—which equates to a  
18 claims rate of 19.58%. (Ex.1, ¶ 16). This claims rate far exceeds many data breach  
19 settlements. *See, e.g., Carter v. Vivendi Ticketing US LLC*, No.  
20 SACV2201981CJCDFMX, 2023 WL 8153712, at \*9 (C.D. Cal. Oct. 30, 2023)  
21 (“To begin, the 1.6% claims rate is in line with claims rates in other data breach  
22 class action settlements that courts have approved.”); *Schneider v. Chipotle*  
23 *Mexican Grill, Inc.*, 336 F.R.D. 588, 599 (N.D. Cal. 2020) (granting final approval  
24 with 0.83% claims rate, stating that the rate was “on par with other consumer cases,  
25 and d[id] not otherwise weigh against approval”); *Weisenberger v. Ameritas Mut.*  
26 *Holding Co.*, No. 4:21-CV-3156, 2024 WL 3903550, at \*3 (D. Neb. Aug. 21, 2024)

(approving claims rate of approximately 1.25% and noting that it was not unusual for a data breach case); *In re Forefront Data Breach Litig.*, No. 21-CV-887, 2023 WL 6215366, at \*4 (E.D. Wis. Mar. 22, 2023) (“A claims rate of 1.46% is generally in line with the rate experienced in other data breach class actions.”); *In re Target Corp. Customer Data Sec. Breach Litig.*, No. 14-md-2522, 2017 WL 2178306, at \*1–2 (D. Minn. May 17, 2017), *aff’d*, 892 F.3d 968 (8th Cir. 2018) (approving settlement with roughly 0.23% claims rate).

Additionally, only four (4) Settlement Class Members have opted out of the Settlement and no Settlement Class Members have objected to the Settlement. (Ex. 1, ¶¶ 13–14). These data points indicate that the Settlement has been well-received by the Class and merits final approval.

**J. The Settlement is Proper Under *Briseño* and the *Bluetooth* Factors.**

In the Ninth Circuit, class action settlements are also often reviewed for the “three red flags” delineated by *Briseño v. Henderson*, 998 F.3d 1014, 1026 (9th Cir. 2021). These “three red flags” are also called the “*Bluetooth*” factors. *Id.* The three (3) factors are: “(i) if class counsel receives a disproportionate distribution of the gross settlement amount; (ii) if any of the gross settlement amount reverts to the defendant; and (iii) if there is a ‘clear sailing arrangement.’” *Hashemi*, 2022 WL 18278431, at \*3.

The first factor is satisfied because Class Counsel has requested the “benchmark” fee of 25% of the fund. (ECF No. 44) The second factor is satisfied because the Settlement Agreement lacks a “reverter” or “kicker” clause.” No portion of the Settlement will revert to the Defendant because it is a non-reversionary common fund. (SA, ¶ 1.34). While the Settlement Agreement provides that Defendant “has agreed not to oppose” the fee motion, such a clause is not a “death knell” when the settlement is otherwise fair, reasonable, and adequate. (*Id.* ¶ 8.2.)

1 “[T]he mere presence of a clear sailing arrangement is not ‘an independent basis for  
2 withholding settlement approval.’” *Hashemi*, 2022 WL 18278431, at \*7. Rather,  
3 “such arrangements are material only if there is evidence of at least one of the other  
4 two *Briseño* factors[.]” *Id.* Thus, the Settlement is proper under *Briseño*, and the  
5 Court should grant final approval.

6 **V. THE SETTLEMENT MEETS THE RULE 23(a) AND 23(b)**  
7 **REQUIREMENTS**

8 In the preliminary approval order, the Court preliminarily found that the  
9 Settlement met the numerosity, commonality, typicality, and adequacy requirements  
10 of Rule 23(a), as well as the Rule 23(b) requirements. (ECF No. 41). Since  
11 preliminary approval, nothing has changed to disturb these findings, thus the  
12 Settlement should receive final approval.

13 **VI. THE NOTICE PROGRAM SATISFIED DUE PROCESS.**

14 In accordance with the Court’s preliminary approval order, RG/2  
15 disseminated notice of the Settlement to the Settlement Class. On June 2, 2025, RG/2  
16 Claims received from Defendants’ counsel an electronic file containing the names  
17 and known contact information for 6,255 individuals identified as Settlement Class  
18 Members. (Ex. 1, ¶ 6). Prior to mailing notice of the Settlement to the Settlement  
19 Class Members, RG/2 processed the class list through the United States Postal  
20 Service’s National Change of Address database and updated the Settlement Class  
21 Members’ information. (*Id.* ¶ 7). On June 20, 2025, RG/2 mailed notice of the  
22 Settlement to the Settlement Class and established the Settlement Website on June  
23 23, 2025.<sup>9</sup> (*Id.* ¶¶ 8–9). If a notice was returned as undeliverable with a forwarding  
24

25 <sup>9</sup> Following the dissemination of the Notice, it was determined that the Notice  
26 contained errors, therefore, RG/2 Claims promptly caused a Corrective Notice to be  
27 served by First Class U.S. Mail to the 6,255 individuals identified as Settlement

1 address, RG/2 remailed the notice. (*Id.* ¶ 12). RG/2 led a very successful notice  
2 program that reached 99% of the Settlement Class. (*Id.*).

3 The notice disseminated to the Settlement Class informed Settlement Class  
4 Members of their right to file a claim to receive compensation. (*Id.* ¶ 16, Ex. C). The  
5 deadline to submit a claim is September 22, 2025. (*Id.* ¶ 16). As of the date of RG/2's  
6 Declaration, RG/2 has received 1,225 Claim Forms. (*Id.*). Of the 1,225 Claim Forms  
7 submitted, 952 selected the *Pro Rata* Cash Payment (currently estimated to be  
8 approximately \$243.42 per cash payment, subject to change based on the total claims  
9 filed), 117 selected the California Subclass Payment for a total of \$17,550.00, 5  
10 selected Out-of-Pocket Expenses for a total of \$8,902.00, and 241 made no selection  
11 which necessitates further communication with those Class Members to ascertain  
12 their specific selection.<sup>10</sup> (*Id.*). Because the claims period is open for valid claims  
13 postmarked by September 22, 2025, it is expected that RG/2 will continue to receive,  
14 review, and evaluate claims for the next several weeks. (*Id.*). Subject to the review  
15 process discussed above, and the conclusion of the claims period, the current claims  
16 rate is 19.58%. (*Id.*).

17 In sum, the Settlement Class was well-informed of their rights under the  
18 Settlement and the notice program complied with due process.

## 19 **VII. CONCLUSION**

20 For the foregoing reasons, Plaintiffs respectfully request that this Court grant  
21 final approval, finally certify the Settlement Class for purposes of settlement, and  
22 enter the proposed final approval order.

23  
24  
25 Class Members. (Ex. 1, ¶ 15). The Corrective Notice included language correcting  
the website and Claim Form Deadline. (*Id.*).

26 <sup>10</sup> A portion of the claims received are in the review process and these numbers do  
27 not reflect approved claims. (*Id.* ¶ 16).

1 DATE: September 4, 2025

2 Respectfully submitted,

3  
4 By: /s/ William B. Federman

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27 *Additional Plaintiffs' Counsel*

1                   **CERTIFICATE OF COMPLIANCE WITH L.R. 11-6**

2           I, the undersigned, counsel of record for Plaintiffs, certify that this brief  
3 contains 6,238 words—excluding the caption, the table of contents, the table of  
4 authorities, the signature block, the certification required by L.R. 11-6.2, and any  
5 indices and exhibits—which complies with the word limit of L.R. 11-6.1.

6                                   By: /s/ William B. Federman

7                                   **FEDERMAN & SHERWOOD**

8  
9                   **CERTIFICATE OF CONFERENCE PURSUANT TO L.R. 7-3**

10           Pursuant to Local Rule 7-3, Proposed Settlement Class Counsel conferred  
11 with Defendant, and Defendant does not oppose the relief sought by Plaintiffs.  
12

13                                   By: /s/ William B. Federman

14                                   **FEDERMAN & SHERWOOD**

15  
16                   **CERTIFICATE OF SERVICE**

17           I hereby certify that on September 4, 2025, I electronically filed the foregoing  
18 with the Clerk of the Court using the CM/ECF system, which will send notification  
19 of such filing to all counsel of record.  
20

21                                   By: /s/ William B. Federman

22                                   **FEDERMAN & SHERWOOD**

# EXHIBIT 1

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**KYLE MCDANIEL, RIKKI  
MCDANIEL, JON WILLIAMS,  
MOJDEH WILLIAMS, and TOM  
SIMMONS**, on behalf of themselves  
and all similarly situated individuals,

Plaintiffs,

v.

**TOSHIBA GLOBAL COMMERCE  
SOLUTIONS, INC.,**

Defendant.

Case No. 8:24-cv-01772-FWS-ADS

**DECLARATION OF DANA BOUB  
REGARDING DISSEMINATION  
OF NOTICE TO THE CLASS**

1. My name is Dana Boub, and I am over the age of eighteen (18) years. I make this declaration under the penalty of perjury, free and voluntarily, under no coercion, threat, or intimidation, and without promise of benefit or reward, based on my own personal knowledge. If called to testify, I could and would testify consistent with the matters stated herein.

2. I am the Project Manager for RG/2 Claims Administration LLC ("RG/2 Claims"), whose address is 30 South 17<sup>th</sup> Street, Philadelphia, PA 19103, the independent third-party settlement administrator retained as Claims Administrator to handle various settlement administration activities in the above-referenced matter, including, but not limited to, mailing of settlement

1 notification packages to Class Members, Claim Form collection and review,  
2 claimant correspondence, and distribution.

3 3. RG/2 Claims is a full-service class action settlement administrator  
4 offering notice, claims processing, allocation, distribution, tax reporting, and  
5 class action settlement consulting services. RG/2 Claims' experience includes  
6 the provision of notice and administration services for settlements arising from  
7 antitrust, data security breach, consumer, civil rights, employment, negligent  
8 disclosure, and securities fraud allegations. Since 2000, RG/2 Claims has  
9 administered and distributed in excess of \$2 billion in class action settlement  
10 proceeds.

11 4. At the direction of Defendant, RG/2 Claims provided Class Action  
12 Fairness Act ("CAFA") notification services in the case captioned above. In my  
13 role as Project Manager of Claims Administration, I oversaw the provision of  
14 CAFA notice and am fully familiar with the facts contained herein.

15 5. As required by CAFA, on April 25, 2025, RG/2 caused to be served  
16 by Federal Express or Certified Return Receipt Requested First-Class mail, where  
17 applicable, a Notice of Proposed Settlement to the United States Attorney General  
18 and the Attorneys General of 52 states and territories where settlement class  
19 members are known to reside. A copy of the CAFA Notice, without enclosures, is  
20 attached hereto as **Exhibit A**.

21 6. On June 2, 2025, RG/2 Claims received from Defendant's counsel  
22 an electronic file containing the names and known contact information for 6,255  
23 individuals identified as Settlement Class Members.

24 7. Prior to mailing the Notice, and in order to provide the best notice  
25 practicable and locate the most recent addresses for Settlement Class Members,  
26 RG/2 Claims processed the Settlement Class list of 6,255 names and addresses  
27 received through the United States Postal Service's ("USPS") National Change of  
28

1 Address database (“NCOA”) and updated the data with corrected information.

2 8. On June 20, 2025, RG/2 Claims caused the Short Form Notice to be  
3 served by First Class U.S. Mail to the 6,255 individuals identified as Settlement  
4 Class Members. The Notice included a link to the Settlement Website and a Class  
5 Member ID to be used to submit a Claim Form electronically.

6 9. On June 23, 2025, RG/2 Claims made available the Settlement  
7 Website at [www.TGCSDataSettlement.com](http://www.TGCSDataSettlement.com). The website includes the following:

- 8 a. The “Homepage” contains a brief summary of the Settlement and  
9 advises the Class of their rights under the Settlement.
- 10 b. The “Court Documents” page contains pdf copies of the Class  
11 Action Complaint, First Amended Class Action Complaint, Second  
12 Amended Class Action Complaint, Notice of Plaintiffs’  
13 Unopposed Motion for Preliminary Approval Class Action  
14 Settlement and Memorandum of Points and Authorities in Support,  
15 Settlement Agreement, Order Granting Preliminary Approval, and  
16 Plaintiff’s Amended Notice of Motion and Amended Motion for  
17 Award of Attorneys’ Fees, Expenses, and Service Award and  
18 Memorandum in Support.
- 19 c. The “Notice” page contains pdf copies of the Long-Form Notice.
- 20 d. The “File a Claim” page contains a link to the online claim filing  
21 portal for Settlement Class Members to log in using a unique Class  
22 Member ID to submit their claim electronically and a pdf copy of  
23 the Claim Form, available to download.
- 24 e. The “Contact Us” page contains the contact information of the  
25 Settlement Administrator and Class Counsel.
- 26

27 10. On June 23, 2025, RG/2 Claims made available the toll-free number  
28 1(866)-742-4955 and email, [info@rg2claims.com](mailto:info@rg2claims.com), for Class Members to receive

1 additional information about the Settlement, ask questions about the Settlement,  
2 and request that a Long-Form Notice or Claim Form be mailed to them. To date,  
3 RG/2 Claims has received 1 call regarding the Settlement.

4 11. RG/2 Claims also made available Post Office Box 59479 in  
5 Philadelphia, PA 19102-9479 to receive and process returned Notices, Claim  
6 Forms, Opt-Outs, and Objections.

7 12. To date, USPS has returned 280 Notices as undeliverable. Of the 280  
8 Notices returned, 7 included a forwarding address provided by the USPS, and RG/2  
9 Claims promptly mailed a new Notice to the Settlement Class Member. For the  
10 remaining 273 Notices, RG/2 Claims performed extensive skip-trace procedures  
11 and was able to locate updated addresses for 219 Settlement Class Members. A total  
12 of 54 Notice packets remained undeliverable. Thus, 99% of Settlement Class  
13 Members were successfully delivered Notices, while less than 1% of Settlement  
14 Class Members did not receive Notice.

15 13. The Notice informed Settlement Class Members of, among other  
16 things, their right to opt-out and not participate in the Settlement, provided the  
17 request was postmarked by August 22, 2025. To date, RG/2 Claims has received 4  
18 Opt-Out Requests. Copies of the exclusions received are attached hereto as **Exhibit**  
19 **B**.  
20

21 14. The Notice also informed Class Members of their right to object to the  
22 Settlement, provided the request was postmarked by August 22, 2025. To date,  
23 RG/2 Claims has not received or been advised of any objections to the Settlement.

24 15. Following the dissemination of the Notice, it was determined that the  
25 Notice contained errors. Therefore, RG/2 Claims promptly caused a Corrective  
26 Notice to be served by First Class U.S. Mail on June 27, 2025 to the 6,255  
27 individuals identified as Settlement Class Members. A true and correct copy of  
28 the Corrective Notice is attached hereto as **Exhibit C**. The Corrective Notice

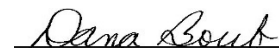
1 included language correcting the website and Claim Form Deadline.

2 16. The Notice informed Settlement Class Members of their right to file a  
3 claim to receive compensation. The deadline to submit a claim to receive benefits  
4 is September 22, 2025. As of the date of this Declaration, RG/2 Claims has received  
5 1225 Claim Forms. Of the 1225 Claim Forms submitted, 952 selected the *Pro Rata*  
6 Cash Payment (currently estimated to be approximately \$243.42 per cash payment,  
7 subject to change based on the total claims filed), 117 selected the CA Subclass  
8 Payment for a total of \$17,550, 5 selected Out of Pocket Expenses for a total of  
9 \$8,902, and 241 made no selection which necessitates further communication with  
10 those 241 Class Members to ascertain their specific selection. A portion of the  
11 claims received are in the review process and these numbers do not reflect approved  
12 claims. As the claims period is open for valid claims postmarked by September 22,  
13 2025, it is expected that we will continue to receive, review, and evaluate claims  
14 for the next several weeks. Subject to the review process discussed above and the  
15 conclusion of the claims period, the current claims rate is 19.58%. A supplemental  
16 declaration containing the final claims numbers, including a description of the  
17 amount Class Members will recover on average, can be provided at the conclusion  
18 of the review.  
19

20 17. The approximate Administration costs to complete through post  
21 distribution is \$30,200 and may be modified depending on the ongoing claims  
22 process as described above.

23 I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE  
24 UNITED STATES THAT THE FOREGOING IS TRUE AND CORRECT.

25 Executed on September 3, 2025 at Philadelphia, Pennsylvania.

26  
27 

28 Dana Boub, Declarant

# EXHIBIT A



April 25, 2025

**VIA «Via\_Mail»**

«First» «Last», «Esquire»

«Title»

«Street\_1» «Street2»

«City», «State1» «Zip»

Re: *McDaniel et al. v. Toshiba Global Commerce Solutions, Inc.*  
*Case No. 8:24-cv-01772-FWS-ADS*  
United States District Court, Central District of California  
Notice of Proposed Settlement

To the Honorable «First» «Last», Esq.:

Pursuant to the Class Action Fairness Act of 2005 (specifically 28 U.S.C.A. § 1715), on behalf of Defendant, *Toshiba Global Commerce Solutions, Inc.*, RG/2 Claims Administration LLC hereby gives notice in the above-captioned matter (the “Action”) of the following:

1. Pursuant to the requirements under the Class Action Fairness Act of 2005, copies of the following documents are contained on the CD-ROM included herein:
  - a. Exhibit 1: Class Action Complaint filed on August 13, 2024;
  - b. Exhibit 2: First Amended Class Action Complaint filed on December 10, 2024;
  - c. Exhibit 3: Second Amended Class Action Complaint filed on April 17, 2025;
  - d. Exhibit 4: Notice of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement and Memorandum in Support filed on April 17, 2025;
  - e. Exhibit 5: Class Action Settlement Agreement filed on April 17, 2025;
  - f. Exhibit 6: Notice of Class Action Settlement, Short Claim Form, Notice of Class Action and Proposed Settlement, and Claim Form filed on April 17, 2025;
  - g. Exhibit 7: [Proposed] Preliminary Approval Order filed on April 17, 2025;
  - h. Exhibit 8: [Proposed] Final Approval Order filed on April 17, 2025;
  - i. Exhibit 9: Declaration of Raina Borrelli in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement filed on April 17, 2025;

April 25, 2025

Page 2



j. Exhibit 10: Approximate Class Members per State of Residency.

2. The Settlement Class is defined as:

All United States residents who were mailed notice by TGCS that their personal information was impacted in a data incident beginning on approximately December 4, 2023. However, the Settlement Class specifically excludes: (i) TGCS, its subsidiaries, parent companies, successors, predecessors, and any entity in which TGCS or its parents have a controlling interest, and their officers and directors; (ii) all Settlement Class Members who validly request exclusion from the Settlement Class by the Opt-Out Date; (iii) any judges assigned to this case and members of their direct families; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

The California Settlement Subclass is defined as:

Those Settlement Class Members residing in California who were mailed notification of the Data Incident from TGCS at a California address.

3. It is not feasible to provide the anticipated gross settlement amount allocations at this time. The amounts recovered by each individual member may vary. Exhibit 10, on the enclosed CD-ROM, provides a table of the Approximate Class Members per State of Residency (as well as the District of Columbia and applicable United States territories).
4. The Notice of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and Memorandum in Support has set a hearing on that motion for June 12, 2025 at 10:00am in the United States District Court for the Central District of California, Southern Division, located in Courtroom 10-D at the Ronald Reagan Federal Building and United States Courthouse, 411 West 4<sup>th</sup> Street, Room 1053, Santa Ana, CA 92701-4516.
5. There are no other settlement or other agreements between class counsel and counsel for defendants pursuant to 28 U.S.C. § 1715(b)(5).
6. The Court has not yet entered a final judgment or notice of dismissal. Accordingly, no document is presently available pursuant to 28 U.S.C. § 1715(b)(6).
7. Finally, there are no relevant written judicial opinions pursuant to 28 U.S.C. § 1715(b)(8).

If you have questions about this notice, the lawsuit, or the enclosed materials, please contact RG/2 Claims Administration LLC at 215-979-1620.

Sincerely,

RG/2 Claims Administration LLC

# EXHIBIT B

1 OF 2

734 Chelsea Dr.  
Sanford, NC 27332  
July 3, 2025

JUL 15 2025

TGCS Data Settlement  
c/o RG/2 Claims Administration LLC  
P.O. Box 59479  
Philadelphia, PA 19102-9479

Dear Claims Administrator,

My name is Charles Lehning and I wish to exclude myself from the TGCS Data Settlement, McDaniel et al. v. Toshiba Global Commerce Solutions, Inc., Case No. 8:24-cv-01772-FWS-ADS.

Please exclude me from this class action case.  
My Class Member ID is 7GY-E43-4TCT.

Thank You,  
Charles L. Lehning IV

Charles L. Lehning IV

2 of 2

734 Chelsea Dr.  
Sanford, NC 27332  
July 3, 2025

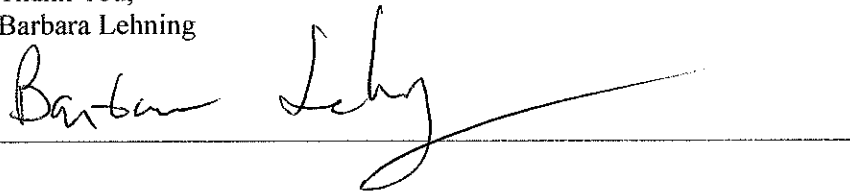
TGCS Data Settlement  
c/o RG/2 Claims Administration LLC  
P.O. Box 59479  
Philadelphia, PA 19102-9479

Dear Claims Administrator,

My name is Barbara Lehning and I wish to exclude myself from the TGCS Data Settlement, McDaniel et al. v. Toshiba Global Commerce Solutions, Inc., Case No. 8:24-cv-01772-FWS-ADS.

Please exclude me from this class action case.  
My Class Member ID is 3YV-4BC-U9SJ.

Thank You,  
Barbara Lehning

A handwritten signature in black ink, appearing to read "Barbara Lehning", is written over a horizontal line.

**Daniel Hunt**  
43 Albatross Road  
Levittown, NY 11756  
(516) 474-4464  
JGB-5F9-R9N5

JUL 22 2025

**July 16, 2025**

Claims Administrator  
*McDaniel et al. v. Toshiba Global Commerce Solutions, Inc.*  
TGCS Data Settlement  
c/o RG/2 Claims Administration LLC  
P.O. Box 59479  
Philadelphia, PA 19102-9479

**Re: Request for Exclusion from Class Action Settlement – McDaniel v. Toshiba Global Commerce Solutions, Inc.**

To Whom It May Concern:

I am writing to formally request to be excluded from the class action settlement in the case **McDaniel et al. v. Toshiba Global Commerce Solutions, Inc.**, Case No. 8:24-cv-01772, currently pending in the United States District Court for the Central District of California.

Please consider this letter as my request to **opt out of the class action settlement**. I understand that by doing so, I will not receive any benefits under the settlement, but I am preserving my right to pursue separate legal action regarding the data breach referenced in the lawsuit.

I am a current employee of TGCS.

The following is my information as a member of the settlement class:

- **Full Name:** Daniel Hunt
- **Current Address:** 43 Albatross Road, Levittown, NY 11756
- **Class Member ID:** JGB-5F9-R9N5
- Please confirm that I have been successfully excluded from the settlement class.

Sincerely,



**Daniel Hunt**

JUL 15 2025

July 7, 2025

TGCS Data Settlement Claims Administrator,

I am requesting exclusion from the TGCS Data Settlement, McDaniel et al. vs Toshiba Global Commerce Solutions, Inc., Case No. 8:24-cv-01772-FWS-ADS.

Sincerely,



Jay Stouffer  
Class Member ID: RMW-7GG-X9EB  
(415) 407-8557

**CORRECTED NOTICE**  
**OF CLASS ACTION**  
**SETTLEMENT**

You were recently mailed a double  
postcard Notice of Class Action  
Settlement that contained incorrect  
information on the Short Claim Form.

The Settlement Website is  
[www.TGCSDataSettlement.com](http://www.TGCSDataSettlement.com).

The Claims Deadline is  
September 22, 2025.

*TGCS Data Settlement*  
c/o RG/2 Claims Administration  
P.O. Box 59479  
Philadelphia, PA 19102-9479

PRESORTED  
FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
MAG

3197



11021115886

Postal Service: Please do not mark barcode

Class Member ID: RMW-7GG-X9EB

JAY STOUFFER  
644 PRENTISS ST  
SAN FRANCISCO CA 94110-6130



# EXHIBIT C

**CORRECTED NOTICE  
OF CLASS ACTION  
SETTLEMENT**

You were recently mailed a double postcard Notice of Class Action Settlement that contained incorrect information on the Short Claim Form.

The Settlement Website is [www.TGCSdataSettlement.com](http://www.TGCSdataSettlement.com).

The Claims Deadline is September 22, 2025.

TGCS Data Settlement  
c/o RG/2 Claims Administration  
P.O. Box 59479  
Philadelphia, PA 19102-9479

PRESORTED  
FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
MAG



NUMERIC EQUIVALENT

Postal Service: Please do not mark barcode

Class Member ID: <<Class Member ID>>

<<FirstName>><<LastName>>  
<<BusinessName>>  
<<Address1>>  
<<Address2>>  
<<City>>, <<State>> <<Zip>>  
<<Country>>

BLIND PERF DOES NOT PRINT

Class Member ID: <<Class Member ID>>



NUMERIC EQUIVALENT

Visit the settlement website by scanning the provided QR code



**SHORT CLAIM FORM**

Claims must be postmarked (if mailed) or submitted (if filed electronically) no later than the Claims Deadline of September 22, 2025. Although submission of this short Claim Form suffices to request a California Settlement Subclass Payment and a *Pro Rata* Cash Payment, you **MUST** submit a full-length Claim Form by mail or online to make a claim for Out-of-Pocket Expense Reimbursement no later than September 22, 2025.

<<FirstName>> <<LastName>>  
<<BusinessName>>  
<<Address1>>  
<<Address2>>  
<<City>>, <<State>> <<Zip>>  
<<Country>>

If different than the preprinted data on the left, please print your correct information:

First Name MI Last Name  
Address  
City State Zip Code

**1. *Pro Rata* Cash Payment:** Yes, I request a *pro rata* cash payment (circle one) **Yes** **No**

If you select this benefit, you may also claim payment for Out-of-Pocket Expense Reimbursement and a California Settlement Subclass Payment (if applicable). In order to file claims for Out-of-Pocket Expense Reimbursement, please visit [www.TGCSDataSettlement.com](http://www.TGCSDataSettlement.com), or scan the QR code above, or mail a completed full-length Claim Form to the Claims Administrator by the Claims Deadline.

**2. California Settlement Subclass Payment:** Yes, I reside in California and received a notice of the Data Incident at a California address and choose to receive a \$150.00 California Settlement Subclass Payment (circle one) **Yes** **No**

If you select this benefit, you may also claim payment for Out-of-Pocket Expense Reimbursement and a *Pro Rata* Cash Payment. In order to file claims for Out-of-Pocket Expense Reimbursement, please visit [www.TGCSDataSettlement.com](http://www.TGCSDataSettlement.com), or scan the QR code above, or mail a completed full-length Claim Form to the Claims Administrator by the Claims Deadline.

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

Signature: \_\_\_\_\_

Dated: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**What is this Litigation about?**

This Litigation, *McDaniel et al. v. Toshiba Global Commerce Solutions, Inc.*, Case No. 8:24-cv-01772-FWS-ADS, alleges that on approximately December 4, 2023, cybercriminals bypassed Toshiba Global Commerce Solutions, Inc.'s ("TGCS") security systems and accessed information as part of a cybersecurity attack ("Data Incident"). Plaintiffs further allege that, as a result of the Data Incident, the criminals gained access to Plaintiffs' and other current and former employees' personal information, including but not limited to name and Social Security Number (collectively, "PII"). TGCS disagrees with Plaintiffs' claims and denies any wrongdoing.

**Who is a Settlement Class Member?** You are a Settlement Class Member if you were mailed notice by TGCS that your PII was impacted in the Data Incident. You are a California Settlement Subclass Member if you are a Settlement Class Member who resides in California and were mailed notice of the Data Incident at a California address. However, you are not eligible for monetary recovery in this settlement if you submit a valid and approved claim in the settlement of *Gregerson v. Toshiba America Business Solutions, Inc.*, 8:24-cv-01201-FWS-ADS (C.D. Cal.).

**What are the Settlement compensation and terms?** Settlement Class Members who file a Valid Claim may receive the monetary payments described below from the Settlement Fund of \$435,000.00.

**What are the benefits?** The settlement provides the following benefits:

- **Out-of-Pocket Expense Reimbursement:** All Settlement Class Members who have suffered a proven monetary loss and who submit a Valid Claim using the Claim Form are eligible for up to \$7,500.00, incurred as a result of the Data Incident;
- **California Settlement Subclass Payment:** All California Settlement Subclass Members may make a claim for a \$150.00 cash payment; and
- **Pro Rata Cash Payment:** All Settlement Class Members may make a claim for a *pro rata* share of all cash remaining in the Settlement Remainder. The amount of the payment (estimated to be \$50.00) will be based upon the amount in the Settlement Remainder, if any, after the payment of Valid Claims for Out-of-Pocket Expense Reimbursement and California Settlement Subclass Payments.
- **Information Security Improvements:** TGCS will also implement certain reasonable steps to adequately secure its systems and environment.

**How do I make a claim?** You must file a Claim Form to obtain Out-of-Pocket Expense Reimbursement, a California Settlement Subclass Payment, or a *Pro Rata* Cash Payment by mail postmarked by **September 22, 2025**, and mailed to the Claim Administrator's address below, or online at [www.TGCSDataSettlement.com](http://www.TGCSDataSettlement.com) by **September 22, 2025**, to receive compensation from the settlement. Use the Class Member ID located on the other side to file a claim online.

**What are my other rights?**

**Do Nothing:** If you do nothing, you remain in the settlement. You give up your rights to sue but you will not get any money; you must submit a claim to get any money.

**Exclude yourself:** You can get out of the settlement and keep your right to sue TGCS related to the Data Incident, but you will not receive any compensation from the settlement. You must submit a valid and timely request for exclusion to the Claims Administrator by **August 22, 2025**.

**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 **August 22, 2025**. Detailed instructions on how to file a claim, exclude yourself, or object are on the Settlement Website below. The Court will hold the Final Fairness Hearing at **October 2, 2025 at 10:00 a.m. PT** to consider whether the proposed settlement is fair, reasonable, and adequate, to consider attorneys' fees up to one-third of the Settlement Fund (\$145,000.00), costs, and expenses, and a service award of \$5,000.00 to each of the Plaintiffs in this Litigation, and to consider whether and if it should be approved. You may attend this hearing but are not required to. The date may change without further notice to the Settlement Class, so please check the [www.TGCSDataSettlement.com](http://www.TGCSDataSettlement.com) to confirm that the date has not been changed.

**More information.** *This Notice is only a summary.* For more information, including a copy of the Settlement Agreement, Long Form Notice, Claim Form, and other documents, or to change or update your contact information, visit the Settlement Website at [www.TGCSDataSettlement.com](http://www.TGCSDataSettlement.com), or call **1-866-742-4955**. You may also contact the Claims Administrator at **TGCS Data Settlement, c/o RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479**.

**This Notice is a summary of the proposed Settlement.**

BLIND PERF DOES NOT PRINT



Postage  
Required  
Post Office will  
not deliver  
without proper  
postage.

TGCS DATA SETTLEMENT  
C/O RG2 CLAIMS ADMINISTRATION  
PO BOX 59479  
PHILADELPHIA PA 19102-9479



# EXHIBIT 2

**STRAUSS BORRELLI PLLC**

Andrew G. Gunem (SBN 354042)

agunem@straussborrelli.com

Raina Borrelli, *admitted pro hac vice*

raina@straussborrelli.com

980 N. Michigan Avenue, Ste. 1610

Chicago, IL 60611

T: (872) 263-1100

F: (872) 263-1109

**FEDERMAN & SHERWOOD**

William B. Federman, *admitted pro hac vice*

Kennedy M. Brian, *admitted pro hac vice*

10205 N. Pennsylvania Avenue

Oklahoma City, OK 73120

T: (405) 235-1560

wbf@federmanlaw.com

kpb@federmanlaw.com

***Proposed Settlement Class Counsel***

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**KYLE MCDANIEL, RIKKI  
MCDANIEL, JON WILLIAMS,  
MOJDEH WILLIAMS, and TOM  
SIMMONS**, on behalf of themselves and  
all similarly situated individuals,

Plaintiffs,

v.

**TOSHIBA GLOBAL COMMERCE  
SOLUTIONS, INC.,**

Defendant.

Case No. 8:24-cv-01772-FWS-ADS

**DECLARATION OF PLAINTIFF  
IN SUPPORT OF MOTION FOR  
FINAL APPROVAL OF  
SETTLEMENT**

Judge Fred W. Slaughter

Date: October 2, 2025

Time: 10:00 a.m.

Courtroom: 10D (Santa Ana)

**PLAINTIFF'S DECLARATION IN SUPPORT OF PLAINTIFFS' MOTION FOR  
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

1 I, **Kyle McDaniel**, declare under penalty of perjury the following:

2 1. I am a named Plaintiff in the above-captioned litigation. I reside in  
3 Cordova, Tennessee. I submit this declaration in support of Plaintiffs' Motion for  
4 Final Approval of Class Action Settlement in the above-captioned matter.

5 2. I have personal knowledge of the facts set forth in this declaration and  
6 could testify competently to them if called upon to do so.

7 3. I received a Notice of Data Breach Letter from Toshiba Global  
8 Commerce Solutions, Inc. ("Toshiba" or "Defendant"), notifying me that my  
9 personally identifiable information ("PII") was exposed in the data breach ("Data  
10 Breach") that impacted Toshiba in or around December 4, 2023.

11 4. As explained below, I dedicated approximately <sup>30</sup> \_\_\_\_\_ hours to my  
12 responsibilities as a Class Representative, including by:

- 13 a. researching my rights and those of the Class in bringing this
- 14 lawsuit;
- 15 b. researching law firms to retain for this matter;
- 16 c. filling out paperwork requested by my attorneys;
- 17 d. researching the Data Breach and the potential consequences;
- 18 e. preserving documents relevant to the litigation;
- 19 f. speaking with and communicating with my attorneys (and
- 20 answering their questions);
- 21 g. searching for relevant documents and information as requested
- 22 by my attorneys;
- 23 h. staying in contact with my attorneys throughout the litigation
- 24 process; and/or
- 25 i. reviewing the documents filed in this action (e.g., the
- 26 complaint(s) and settlement agreement).

5. After I received notice of the Data Breach, I conducted some research concerning the Data Breach and ultimately sought out and spoke with experienced attorneys to determine if I would retain them to handle my case. My attorneys spent time communicating with me about the facts of this case and the law, including what was involved in being a class representative. In the end, I decided to vindicate not only my own rights, but also those of others affected by the Data Breach—by serving as a Plaintiff and proposed class representative in this class action lawsuit. Instrumental in my decision to be a class representative was my own desire to provide recourse to a proposed Class of other individuals whose personal information was compromised in the Data Breach. Since agreeing to serve as a Plaintiff, I have diligently and faithfully fulfilled my obligation, and I was instrumental in achieving the relief obtained for the Class.

6. I have participated in this litigation from its inception through settlement. I have been in regular contact with my attorneys during the course of this matter.

7. I am familiar with the work involved in prosecuting this action and have worked with my attorneys to obtain the relief provided by the settlement. Throughout this litigation, I made myself available to discuss developments in the case as part of my duty as a Class Representative. All in all, I have devoted much time and attention to this case.

8. I have fairly represented the absent Class members and herein request that the Court approve this settlement. I have maintained the best interests of the Class while performing my class representative duties and I am unaware of any conflicts that would prevent me from serving as a class representative.

9. By serving as a Class Representative in this action, I bore a certain amount of risk that other Class members did not bear. In addition to the time I spent

participating in the prosecution of this case, I took a risk by coming forward and filing this class action, putting my personal information into the public sphere. I was willing to participate in this case through the discovery process, depositions, and through trial if there had not been a settlement. As a result of my stepping forward and conducting a pre-suit investigation, Class members will receive the benefits of the settlement to compensate them for the injuries directly and proximately caused by Toshiba's failure to implement or maintain adequate data security measures to safeguard sensitive personal information from unauthorized access and disclosure.

10. Based on the foregoing, I respectfully request that this Court award me a Service Award of \$5,000.00.

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

Executed on 8/22/2025 in Cordova, Tennessee.  
DATE

DocuSigned by:  
  
/s/ 16D5D59821B44C7...  
**Kyle McDaniel**

# EXHIBIT 3

**STRAUSS BORRELLI PLLC**

Andrew G. Gunem (SBN 354042)

agunem@straussborrelli.com

Raina Borrelli, *admitted pro hac vice*

raina@straussborrelli.com

980 N. Michigan Avenue, Ste. 1610

Chicago, IL 60611

T: (872) 263-1100

F: (872) 263-1109

**FEDERMAN & SHERWOOD**

William B. Federman, *admitted pro hac vice*

Kennedy M. Brian, *admitted pro hac vice*

10205 N. Pennsylvania Avenue

Oklahoma City, OK 73120

T: (405) 235-1560

wbf@federmanlaw.com

kpb@federmanlaw.com

***Proposed Settlement Class Counsel***

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**KYLE MCDANIEL, RIKKI  
MCDANIEL, JON WILLIAMS,  
MOJDEH WILLIAMS, and TOM  
SIMMONS**, on behalf of themselves and  
all similarly situated individuals,

Plaintiffs,

v.

**TOSHIBA GLOBAL COMMERCE  
SOLUTIONS, INC.,**

Defendant.

Case No. 8:24-cv-01772-FWS-ADS

**DECLARATION OF PLAINTIFF  
IN SUPPORT OF MOTION FOR  
FINAL APPROVAL OF  
SETTLEMENT**

Judge Fred W. Slaughter

Date: October 2, 2025

Time: 10:00 a.m.

Courtroom: 10D (Santa Ana)

**PLAINTIFF'S DECLARATION IN SUPPORT OF PLAINTIFFS' MOTION FOR  
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

1 I, **Rikki McDaniel**, declare under penalty of perjury the following:

2 1. I am a named Plaintiff in the above-captioned litigation. I reside in  
3 Cordova, Tennessee. I submit this declaration in support of Plaintiffs' Motion for  
4 Final Approval of Class Action Settlement in the above-captioned matter.

5 2. I have personal knowledge of the facts set forth in this declaration and  
6 could testify competently to them if called upon to do so.

7 3. I received a Notice of Data Breach Letter from Toshiba Global  
8 Commerce Solutions, Inc. ("Toshiba" or "Defendant"), notifying me that my  
9 personally identifiable information ("PII") was exposed in the data breach ("Data  
10 Breach") that impacted Toshiba in or around December 4, 2023.

11 4. As explained below, I dedicated approximately <sup>10</sup> \_\_\_\_\_ hours to my  
12 responsibilities as a Class Representative, including by:

- 13 a. researching my rights and those of the Class in bringing this
- 14 lawsuit;
- 15 b. researching law firms to retain for this matter;
- 16 c. filling out paperwork requested by my attorneys;
- 17 d. researching the Data Breach and the potential consequences;
- 18 e. preserving documents relevant to the litigation;
- 19 f. speaking with and communicating with my attorneys (and
- 20 answering their questions);
- 21 g. searching for relevant documents and information as requested
- 22 by my attorneys;
- 23 h. staying in contact with my attorneys throughout the litigation
- 24 process; and/or
- 25 i. reviewing the documents filed in this action (e.g., the
- 26 complaint(s) and settlement agreement).

1           5.     After I received notice of the Data Breach, I conducted some research  
2 concerning the Data Breach and ultimately sought out and spoke with experienced  
3 attorneys to determine if I would retain them to handle my case. My attorneys spent  
4 time communicating with me about the facts of this case and the law, including what  
5 was involved in being a class representative. In the end, I decided to vindicate not  
6 only my own rights, but also those of others affected by the Data Breach—by serving  
7 as a Plaintiff and proposed class representative in this class action lawsuit.  
8 Instrumental in my decision to be a class representative was my own desire to  
9 provide recourse to a proposed Class of other individuals whose personal  
10 information was compromised in the Data Breach. Since agreeing to serve as a  
11 Plaintiff, I have diligently and faithfully fulfilled my obligation, and I was  
12 instrumental in achieving the relief obtained for the Class.

13           6.     I have participated in this litigation from its inception through  
14 settlement. I have been in regular contact with my attorneys during the course of this  
15 matter.

16           7.     I am familiar with the work involved in prosecuting this action and have  
17 worked with my attorneys to obtain the relief provided by the settlement.  
18 Throughout this litigation, I made myself available to discuss developments in the  
19 case as part of my duty as a Class Representative. All in all, I have devoted much  
20 time and attention to this case.

21           8.     I have fairly represented the absent Class members and herein request  
22 that the Court approve this settlement. I have maintained the best interests of the  
23 Class while performing my class representative duties and I am unaware of any  
24 conflicts that would prevent me from serving as a class representative.

25           9.     By serving as a Class Representative in this action, I bore a certain  
26 amount of risk that other Class members did not bear. In addition to the time I spent

participating in the prosecution of this case, I took a risk by coming forward and filing this class action, putting my personal information into the public sphere. I was willing to participate in this case through the discovery process, depositions, and through trial if there had not been a settlement. As a result of my stepping forward and conducting a pre-suit investigation, Class members will receive the benefits of the settlement to compensate them for the injuries directly and proximately caused by Toshiba's failure to implement or maintain adequate data security measures to safeguard sensitive personal information from unauthorized access and disclosure.

10. Based on the foregoing, I respectfully request that this Court award me a Service Award of \$5,000.00.

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

Executed on 8/22/2025 in Cordova, Tennessee.  
DATE

Signed by:   
CDDC935F46C548C...  
**Rikki McDaniel**

# EXHIBIT 4

**STRAUSS BORRELLI PLLC**

Andrew G. Gunem (SBN 354042)

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Raina Borrelli, *admitted pro hac vice*

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***Proposed Settlement Class Counsel***

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**KYLE MCDANIEL, RIKKI  
MCDANIEL, JON WILLIAMS,  
MOJDEH WILLIAMS, and TOM  
SIMMONS**, on behalf of themselves and  
all similarly situated individuals,

Plaintiffs,

v.

**TOSHIBA GLOBAL COMMERCE  
SOLUTIONS, INC.,**

Defendant.

Case No. 8:24-cv-01772-FWS-ADS

**DECLARATION OF PLAINTIFF  
IN SUPPORT OF MOTION FOR  
FINAL APPROVAL OF  
SETTLEMENT**

Judge Fred W. Slaughter

Date: October 2, 2025

Time: 10:00 a.m.

Courtroom: 10D (Santa Ana)

**PLAINTIFF'S DECLARATION IN SUPPORT OF PLAINTIFFS' MOTION FOR  
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

1 I, **Jon Williams**, declare under penalty of perjury the following:

2 1. I am a named Plaintiff in the above-captioned litigation. I reside in  
3 Wilmington, North Carolina. I submit this declaration in support of Plaintiffs'  
4 Motion for Final Approval of Class Action Settlement in the above-captioned matter.

5 2. I have personal knowledge of the facts set forth in this declaration and  
6 could testify competently to them if called upon to do so.

7 3. I received a Notice of Data Breach Letter from Toshiba Global  
8 Commerce Solutions, Inc. ("Toshiba" or "Defendant"), notifying me that my  
9 personally identifiable information ("PII") was exposed in the data breach ("Data  
10 Breach") that impacted Toshiba in or around December 4, 2023.

11 4. As explained below, I dedicated approximately<sup>10</sup> \_\_\_\_\_ hours to my  
12 responsibilities as a Class Representative, including by:

- 13 a. researching my rights and those of the Class in bringing this
- 14 lawsuit;
- 15 b. researching law firms to retain for this matter;
- 16 c. filling out paperwork requested by my attorneys;
- 17 d. researching the Data Breach and the potential consequences;
- 18 e. preserving documents relevant to the litigation;
- 19 f. speaking with and communicating with my attorneys (and
- 20 answering their questions);
- 21 g. searching for relevant documents and information as requested
- 22 by my attorneys;
- 23 h. staying in contact with my attorneys throughout the litigation
- 24 process; and/or
- 25 i. reviewing the documents filed in this action (e.g., the
- 26 complaint(s) and settlement agreement).

1           5.     After I received notice of the Data Breach, I conducted some research  
2 concerning the Data Breach and ultimately sought out and spoke with experienced  
3 attorneys to determine if I would retain them to handle my case. My attorneys spent  
4 time communicating with me about the facts of this case and the law, including what  
5 was involved in being a class representative. In the end, I decided to vindicate not  
6 only my own rights, but also those of others affected by the Data Breach—by serving  
7 as a Plaintiff and proposed class representative in this class action lawsuit.  
8 Instrumental in my decision to be a class representative was my own desire to  
9 provide recourse to a proposed Class of other individuals whose personal  
10 information was compromised in the Data Breach. Since agreeing to serve as a  
11 Plaintiff, I have diligently and faithfully fulfilled my obligation, and I was  
12 instrumental in achieving the relief obtained for the Class.

13           6.     I have participated in this litigation from its inception through  
14 settlement. I have been in regular contact with my attorneys during the course of this  
15 matter.

16           7.     I am familiar with the work involved in prosecuting this action and have  
17 worked with my attorneys to obtain the relief provided by the settlement.  
18 Throughout this litigation, I made myself available to discuss developments in the  
19 case as part of my duty as a Class Representative. All in all, I have devoted much  
20 time and attention to this case.

21           8.     I have fairly represented the absent Class members and herein request  
22 that the Court approve this settlement. I have maintained the best interests of the  
23 Class while performing my class representative duties and I am unaware of any  
24 conflicts that would prevent me from serving as a class representative.

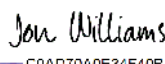
25           9.     By serving as a Class Representative in this action, I bore a certain  
26 amount of risk that other Class members did not bear. In addition to the time I spent

participating in the prosecution of this case, I took a risk by coming forward and filing this class action, putting my personal information into the public sphere. I was willing to participate in this case through the discovery process, depositions, and through trial if there had not been a settlement. As a result of my stepping forward and conducting a pre-suit investigation, Class members will receive the benefits of the settlement to compensate them for the injuries directly and proximately caused by Toshiba's failure to implement or maintain adequate data security measures to safeguard sensitive personal information from unauthorized access and disclosure.

10. Based on the foregoing, I respectfully request that this Court award me a Service Award of \$5,000.00.

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

Executed on 8/24/2025 in Wilmington, North Carolina.  
DATE

Signed by:  
  
/s/ C0AD70A0E34F40B...  
**Jon Williams**

# EXHIBIT 5

**STRAUSS BORRELLI PLLC**

Andrew G. Gunem (SBN 354042)

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Raina Borrelli, *admitted pro hac vice*

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***Proposed Settlement Class Counsel***

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**KYLE MCDANIEL, RIKKI  
MCDANIEL, JON WILLIAMS,  
MOJDEH WILLIAMS, and TOM  
SIMMONS**, on behalf of themselves and  
all similarly situated individuals,

Plaintiffs,

v.

**TOSHIBA GLOBAL COMMERCE  
SOLUTIONS, INC.,**

Defendant.

Case No. 8:24-cv-01772-FWS-ADS

**DECLARATION OF PLAINTIFF  
IN SUPPORT OF MOTION FOR  
FINAL APPROVAL OF  
SETTLEMENT**

Judge Fred W. Slaughter

Date: October 2, 2025

Time: 10:00 a.m.

Courtroom: 10D (Santa Ana)

**PLAINTIFF'S DECLARATION IN SUPPORT OF PLAINTIFFS' MOTION FOR  
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

1 I, **Mojdeh Williams**, declare under penalty of perjury the following:

2 1. I am a named Plaintiff in the above-captioned litigation. I reside in  
3 Wilmington, North Carolina. I submit this declaration in support of Plaintiffs'  
4 Motion for Final Approval of Class Action Settlement in the above-captioned matter.

5 2. I have personal knowledge of the facts set forth in this declaration and  
6 could testify competently to them if called upon to do so.

7 3. I received a Notice of Data Breach Letter from Toshiba Global  
8 Commerce Solutions, Inc. ("Toshiba" or "Defendant"), notifying me that my  
9 personally identifiable information ("PII") was exposed in the data breach ("Data  
10 Breach") that impacted Toshiba in or around December 4, 2023.

11 4. As explained below, I dedicated approximately <sup>10</sup> \_\_\_\_\_ hours to my  
12 responsibilities as a Class Representative, including by:

- 13 a. researching my rights and those of the Class in bringing this
- 14 lawsuit;
- 15 b. researching law firms to retain for this matter;
- 16 c. filling out paperwork requested by my attorneys;
- 17 d. researching the Data Breach and the potential consequences;
- 18 e. preserving documents relevant to the litigation;
- 19 f. speaking with and communicating with my attorneys (and
- 20 answering their questions);
- 21 g. searching for relevant documents and information as requested
- 22 by my attorneys;
- 23 h. staying in contact with my attorneys throughout the litigation
- 24 process; and/or
- 25 i. reviewing the documents filed in this action (e.g., the
- 26 complaint(s) and settlement agreement).

6. I have participated in this litigation from its inception through settlement. I have been in regular contact with my attorneys during the course of this matter.

8. I have fairly represented the absent Class members and herein request that the Court approve this settlement. I have maintained the best interests of the Class while performing my class representative duties and I am unaware of any conflicts that would prevent me from serving as a class representative.

-3-

1 participating in the prosecution of this case, I took a risk by coming forward and  
2 filing this class action, putting my personal information into the public sphere. I was  
3 willing to participate in this case through the discovery process, depositions, and  
4 through trial if there had not been a settlement. As a result of my stepping forward  
5 and conducting a pre-suit investigation, Class members will receive the benefits of  
6 the settlement to compensate them for the injuries directly and proximately caused  
7 by Toshiba's failure to implement or maintain adequate data security measures to  
8 safeguard sensitive personal information from unauthorized access and disclosure.

9 10. Based on the foregoing, I respectfully request that this Court award me  
10 a Service Award of \$5,000.00.

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

13 Executed on 8/24/2025  
14 DATE in Wilmington, North Carolina.

15  
16  
17 Signed by:  
18   
19 /s/ B605E3A4CBC34AD...  
20 **Mojdeh Williams**

# EXHIBIT 6

**STRAUSS BORRELLI PLLC**

Andrew G. Gunem (SBN 354042)

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***Proposed Settlement Class Counsel***

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**KYLE MCDANIEL, RIKKI  
MCDANIEL, JON WILLIAMS,  
MOJDEH WILLIAMS, and TOM  
SIMMONS**, on behalf of themselves and  
all similarly situated individuals,

Plaintiffs,

v.

**TOSHIBA GLOBAL COMMERCE  
SOLUTIONS, INC.,**

Defendant.

Case No. 8:24-cv-01772-FWS-ADS

**DECLARATION OF PLAINTIFF  
TOM SIMMONS IN SUPPORT  
OF MOTION FOR FINAL  
APPROVAL OF SETTLEMENT**

Judge Fred W. Slaughter

Date: October 2, 2025

Time: 10:00 a.m.

Courtroom: 10D (Santa Ana)

**PLAINTIFF'S DECLARATION IN SUPPORT OF PLAINTIFFS' MOTION FOR  
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

1 I, Tom Simmons, declare under penalty of perjury the following:

2 1. I am a named Plaintiff in the above-captioned litigation. I reside in  
3 Durham, North Carolina. And I submit this declaration in support of Plaintiffs'  
4 Motion for Final Approval of Class Action Settlement in the above-captioned matter.

5 2. I have personal knowledge of the facts set forth in this declaration and  
6 could testify competently to them if called upon to do so.

7 3. I received a Notice of Data Breach Letter from Toshiba Global  
8 Commerce Solutions, Inc. ("Toshiba" or "Defendant"), notifying me that my  
9 personally identifiable information ("PII") was exposed in the data breach ("Data  
10 Breach") that impacted Toshiba in or around December 4, 2023.

11 4. As explained below, I dedicated approximately forty-five (45) hours to  
12 my responsibilities as a Class Representative, including by:

- 13 a. researching my rights and those of the Class in bringing this
- 14 lawsuit;
- 15 b. discussing the Data Breach and the Settlement with my fellow
- 16 Class Members;
- 17 c. researching law firms to retain for this matter;
- 18 d. filling out paperwork requested by my attorneys;
- 19 e. researching the Data Breach and the potential consequences;
- 20 f. preserving documents relevant to the litigation;
- 21 g. speaking with and communicating with my attorneys (and
- 22 answering their questions);
- 23 h. searching for relevant documents and information as requested
- 24 by my attorneys;
- 25 i. staying in contact with my attorneys throughout the litigation
- 26 process; and/or

1 j. reviewing the documents filed in this action (e.g., the  
2 complaint(s) and settlement agreement).

3 5. After I received notice of the Data Breach, I conducted some research  
4 concerning the Data Breach and ultimately sought out and spoke with experienced  
5 attorneys to determine if I would retain them to handle my case. My attorneys spent  
6 time communicating with me about the facts of this case and the law, including what  
7 was involved in being a class representative. In the end, I decided to vindicate not  
8 only my own rights, but also those of others affected by the Data Breach—by serving  
9 as a Plaintiff and proposed class representative in this class action lawsuit.  
10 Instrumental in my decision to be a class representative was my own desire to  
11 provide recourse to a proposed Class of other individuals whose personal  
12 information was compromised in the Data Breach. Since agreeing to serve as a  
13 Plaintiff, I have diligently and faithfully fulfilled my obligation, and I was  
14 instrumental in achieving the relief obtained for the Class.

15 6. I have participated in this litigation from its inception through  
16 settlement. I have been in regular contact with my attorneys during the course of this  
17 matter.

18 7. I am familiar with the work involved in prosecuting this action and have  
19 worked with my attorneys to obtain the relief provided by the settlement.  
20 Throughout this litigation, I made myself available to discuss developments in the  
21 case as part of my duty as a Class Representative. All in all, I have devoted much  
22 time and attention to this case.

23 8. I have fairly represented the absent Class members and herein request  
24 that the Court approve this settlement. I have maintained the best interests of the  
25 Class while performing my class representative duties and I am unaware of any  
26 conflicts that would prevent me from serving as a class representative.

9. By serving as a Class Representative in this action, I bore a certain amount of risk that other Class members did not bear. In addition to the time I spent participating in the prosecution of this case, I took a risk by coming forward and filing this class action, putting my personal information into the public sphere. I was willing to participate in this case through the discovery process, depositions, and through trial if there had not been a settlement. As a result of my stepping forward and conducting a pre-suit investigation, Class members will receive the benefits of the settlement to compensate them for the injuries directly and proximately caused by Toshiba's failure to implement or maintain adequate data security measures to safeguard sensitive personal information from unauthorized access and disclosure.

10. Based on the foregoing, I respectfully request that this Court award me a Service Award of \$5,000.00.

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

Executed on 09 / 03 / 2025 in Durham, North Carolina.  
DATE

/s/ Tom Simmons  
Tom Simmons

# EXHIBIT 7

IN THE UNITED STATES DISTRICT COURT FOR THE  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION

KYLE MCDANIEL, RIKKI MCDANIEL,  
JON WILLIAMS, MOJDEH WILLIAMS,  
and TOM SIMMONS, on behalf of  
themselves and all similarly situated  
individuals,

Plaintiffs,

v.

TOSHIBA GLOBAL COMMERCE  
SOLUTIONS, INC.,

Defendant.

Case No. 8:24-cv-01772-FWS-ADS

**[PROPOSED] FINAL APPROVAL ORDER**

WHEREAS, the Court, having considered the Settlement Agreement filed on April 17, 2025 (ECF No. 38-1) (the “Settlement”) between and among Plaintiffs Kyle McDaniel, Rikki McDaniel, Jon Williams, Mojdeh Williams, and Tom Simmons (“Plaintiffs” or “Settlement Class Representatives”), individually and on behalf of the Settlement Class, and Defendant Toshiba Global Commerce Solutions, Inc. (“TGCS” or “Defendant”) (collectively, the “Parties”), having considered the Court’s Preliminary Approval Order granting preliminary approval of the Settlement (“Preliminary Approval Order”), having held a Final Approval Hearing on October 2, 2025, having considered all of the submissions and arguments with respect to the Settlement, and otherwise being fully informed, and good cause appearing therefor;

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

1. Plaintiffs’ Motion for Final Approval of Class Action Settlement is **GRANTED**.

2. This Order incorporates herein, and makes a part hereof, the Settlement (including its exhibits) and the Preliminary Approval Order. Unless otherwise provided herein, the terms defined in the Settlement and Preliminary Approval Order shall have the same meanings for purposes of this Order.

3. The Court has personal jurisdiction over Plaintiffs, the Settlement Class Members, and Defendant for purposes of this settlement, and has subject matter jurisdiction over this matter including, without limitation, jurisdiction to approve the Settlement, to confirm certification of the Settlement Class for settlement purposes only, to settle and release all claims released in the Settlement, and to dismiss the Litigation with prejudice.

#### I. CERTIFICATION OF THE SETTLEMENT CLASSES

4. Based on its review of the record, including the Settlement, all submissions in support of the Settlement, and all prior proceedings in the Litigation, the Court finally certifies the following Settlement Class and California Settlement Subclass (collectively, the “Settlement Class”) for settlement purposes only:

**Settlement Class:** All United States residents who were mailed notice by TGCS that their personal information was impacted in a data incident beginning on approximately December 4, 2023. However, the Settlement Class specifically excludes: (i) TGCS, its subsidiaries, parent companies, successors, predecessors, and any entity in which TGCS or its parents have a controlling interest, and their officers and directors; (ii) all Settlement Class Members who validly request exclusion from the Settlement Class by the Opt-Out Date; (iii) any judges assigned to this case and members of their direct families; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

**California Settlement Subclass:** All persons meeting the definition of the California Settlement Subclass as set forth in the Settlement. However, the California Settlement Subclass specifically excludes: (i) TGCS, its subsidiaries, parent companies, successors, predecessors, and any entity in which TGCS or its parents have a controlling interest, and their officers and directors; (ii) all Settlement Class Members who validly request exclusion from the Settlement Class by the Opt-Out Date; (iii) any judges assigned to this case and members of their direct families; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

1 Excluded from the Settlement Class are any individuals who validly opt out of the Settlement,  
2 identified in **Exhibit 1** hereto, each of whom submitted a timely and valid request for exclusion from the  
3 Settlement Class prior to the Opt-Out Date. Such persons shall not receive the benefits of the Settlement  
4 and shall not be bound by this Order.  
5

6 5. For settlement purposes only, with respect to the Settlement Class, the Court  
7 confirms that the prerequisites for a class action pursuant to Federal Rule of Civil Procedure 23 have  
8 been met, in that: (a) the Settlement Class is so numerous that joinder of all individual Settlement Class  
9 Members in a single proceeding is impracticable; (b) questions of law and fact common to all Settlement  
10 Class Members predominate over any potential individual questions; (c) the claims of Plaintiffs are  
11 typical of the claims of the Settlement Class; (d) Plaintiffs and Proposed Class Counsel will fairly and  
12 adequately represent the interests of the Settlement Class; and (e) a class action is the superior method to  
13 fairly and efficiently adjudicate this controversy. Any objections to the Settlement have been considered  
14 and are hereby overruled.

## 15 **II. NOTICE TO THE SETTLEMENT CLASS**

16 6. The Court finds that notice has been given to the Settlement Class in the manner  
17 directed by the Court in the Preliminary Approval Order. The Court finds that such notice: (i) was  
18 reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably  
19 calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the  
20 Litigation, the terms of the Settlement including its releases, their right to exclude themselves from  
21 the Settlement Class or object to all or any part of the Settlement, their right to appear at the Final  
22 Approval Hearing (either on their own or through counsel hired at their own expense), and the  
23 binding effect of final approval of the Settlement on all persons who do not exclude themselves  
24 from the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all persons or  
25 entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States  
26 Constitution (including the Due Process Clause), and any other applicable law.  
27  
28

7. Furthermore, the Court finds that notice under the Class Action Fairness Act was effectuated within the time required by 28 U.S.C. § 1715, and that ninety (90) days has passed without comment or objection from any governmental entity.

### **III. FINAL APPROVAL OF THE SETTLEMENT**

8. The Court finds that the Settlement resulted from arm's-length negotiations between Class Counsel and Defendant.

9. The Court hereby finally approves in all respects the Settlement as fair, reasonable, and adequate, and in the best interest of the Settlement Class.

10. The Court finds that Plaintiffs and Class Counsel fairly and adequately represented the interests of Settlement Class Members in connection with the Settlement.

11. The Parties shall consummate the Settlement in accordance with the terms thereof. The Settlement, and each and every term and provision thereof, including its releases, shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force and effect of an order of this Court.

### **IV. DISMISSAL OF CLAIMS AND RELEASE**

12. The Litigation is hereby dismissed with prejudice as to all Parties including the Settlement Class and without cost to any party, except as otherwise provided herein or in the Settlement.

13. Upon the Effective Date, and in consideration of the benefits set forth in the Settlement, the releasing parties (Plaintiffs and all Settlement Class Members who do not timely and properly exclude themselves from the Settlement, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns) shall release the Released Persons (TGCS, TABS, and the Related Entities and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers) from the Released Claims.

14. For purposes of this Final Approval Order, "Released Claims" means any and all past, present, and future claims and causes of action including, but not limited to, any causes of action arising

under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 *et seq.*, and all similar statutes in effect in any states in the United States as defined in the Settlement; violations of the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.*, and all similar state consumer-protection statutes; violations of the California Consumer Protection Act of 2018, Cal. Civ. Code § 1798, *et seq.*, and all similar state privacy-protection statutes; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent, or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; 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, 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 Persons based on, relating to, concerning, or arising out of the Data Incident and alleged theft of personal information or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation as they relate to the Data Incident. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in the Settlement, and shall not include the claims of Settlement Class Members who have excluded themselves from the Settlement Class by the Opt-Out Date. In addition, any Settlement Class Member who received a notice of the Data Incident from TGCS and also received from TABS a notice of a cyberattack perpetrated on TABS on or about December 4, 2023, shall not release claims against TABS.

**V. ATTORNEYS' FEES, COSTS, AND EXPENSES AND REPRESENTATIVE PLAINTIFFS' SERVICE AWARDS**

1           15. The Court awards attorneys' fees of \$108,750.00 and reimbursement of costs and  
2 expenses in the amount of \$3,593.89, and payment of a service award in the amount of \$5,000.00 to each  
3 of the Plaintiffs. The Court directs the Claims Administrator to pay such amounts in accordance with the  
4 terms of the Settlement. Class Counsel, in their sole discretion to be exercised reasonably, shall allocate  
5 and distribute the attorneys' fees, costs, and expenses awarded by the Court among Plaintiffs' counsel of  
6 record in the Litigation.

7  
8 **VI. OTHER PROVISIONS**

9           16. Without affecting the finality of this Final Approval Order in any way, the Court retains  
10 continuing and exclusive jurisdiction over the Parties and the Settlement Class for the purpose of  
11 consummating, implementing, administering, and enforcing all terms of the Settlement.

12           17. Nothing in this Final Approval Order, the Settlement, or any documents or statements  
13 relating thereto, is or shall be deemed or construed to be an admission or evidence of any violation of any  
14 statute or law or of any liability or wrongdoing by Defendant.

15           18. In the event the Effective Date does not occur, this Final Approval Order shall be rendered  
16 null and void and shall be vacated and, in such event, as provided in the Settlement, this Order and all  
17 orders entered in connection herewith shall be vacated and null and void, the Parties shall be restored to  
18 their respective positions in the Litigation, all of the Parties' respective pre-Settlement claims and  
19 defenses will be preserved, and the terms and provisions of the Settlement shall have no further force and  
20 effect with respect to the Parties and shall not be used in the Litigation or in any other proceeding for any  
21 purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement  
22 shall be treated as vacated, *nunc pro tunc*.

23 **IT IS SO ORDERED.**

24  
25 Dated: \_\_\_\_\_

26 By: \_\_\_\_\_  
27 The Honorable Fred W. Slaughter  
28