

CAUSE NO. DC-25-07674

RAYMOND NEWSON, et al., individually
and on behalf of all others similarly situated,

Plaintiffs,

v.

LANDMARK ADMIN, LLC, et al.,

Defendants.

IN THE DISTRICT COURT

DALLAS COUNTY, TEXAS

193rd JUDICIAL DISTRICT

**PLAINTIFFS' UNOPPOSED MOTION AND MEMORANUM IN SUPPORT FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Plaintiffs Raymond Newson, Britton Bryant, Donald Tanner, Edna Whitten, Folayan Payne, Drenetha Goff, Kara Montague, Karina Barratt, Linda Roberts, Randy Jackson, Rozalynn Fisher, Shalene Willis, and Sherika Dodson ("Plaintiffs") move this Court to preliminarily approve the class Settlement negotiated by the Parties following extensive arms-length negotiations.¹ The Settlement provides up to \$6,000,000.00 in significant benefits for the Settlement Class.

For the reasons stated below, the Settlement is fair, reasonable, and adequate, it should be preliminarily approved by the Court, and notice should be provided to Settlement Class Members.²

I. CASE SUMMARY

A. Background and Procedural History

Defendant Landmark Admin, LLC ("Landmark") is an administrative services provider for insurance companies. Defendants Liberty Bankers Life Insurance Company, American Benefit

¹ The definitions and capitalized terms in the Settlement Agreement are hereby incorporated herein and shall have the same meanings attributed to them in the Settlement Agreement.

² Defendants agree with the relief afforded by this Motion, but for the avoidance of doubt, Defendants do not concede the factual basis for any claim asserted in the Class Action Petition and deny liability. The language in this Motion, including the description of proceedings, as well as legal and factual arguments, is Plaintiffs', and Defendants may disagree with certain of those characterizations and descriptions.

Life Insurance Company, American Monumental Life Insurance Company, Capitol Life Insurance Company, and Continental Mutual Insurance Company (collectively, “LBIG”), and Accendo Insurance Company (“Accendo”) (together with Landmark and LBIG, the “Defendants”) are an otherwise unrelated group of insurance companies which contract certain administrative duties to Landmark. *See* Class Action Petition, ECF 1 (the “Petition”) ¶¶ 2-4. Plaintiffs and Settlement Class Members include current and former customers of Landmark’s clients and their associated entities. Due to the nature of their relationship with Landmark and/or Landmark’s clients, Plaintiffs and Settlement Class Members provided Landmark, directly or indirectly, with their personally identifiable information (“Private Information”), including names, driver’s license numbers, and tax identification numbers. *Id.* ¶ 45.

On or about May 13, 2024, and continuing through June 17, 2024, unauthorized cybercriminals infiltrated Landmark’s computer systems and potentially gained access to Plaintiffs’ and Class Members’ Private Information. *Id.* ¶ 50. Landmark discovered this intrusion on May 13, 2024, and represents that it took steps to secure its systems. On or around October 23, 2024, Landmark began sending notice of the Data Security Incident to roughly 1.6 million individuals, including Plaintiffs. *Id.* ¶ 50.

B. Procedural Posture

Each of the Plaintiffs received or should have received a letter advising them that their Private Information was potentially implicated or exposed in the Landmark Data Security Incident. Plaintiffs then filed multiple separate but related actions in the United States District Court for the Northern District of Texas for claims arising from the Data Security Incident. On January 27, 2025, the Northern District Cases were consolidated into the first filed case. Plaintiffs subsequently filed their Consolidated Class Action Complaint on March 28, 2025.

Thereafter, the Parties began discussing possible settlement options and scheduled a mediation before Jill Sperber, Esq., a mediator experienced with data privacy class actions. In advance of the mediation, Plaintiffs propounded informal discovery requests on Landmark and LBIG to which Landmark and LBIG responded by providing information related to, among other things, the nature and cause of the Data Security Incident, the number and geographic location of victims impacted, and the specific type of information potentially breached. Mediation statements were exchanged in advance of the mediation outlining the positions and authority they would be relying on at the mediation and if the case should proceed to further litigation. While the mediation did not result in an agreement, the Parties continued settlement negotiations, which ultimately resulted in a settlement in principle between Plaintiffs and Defendants.

On May 13, 2025, Plaintiffs voluntarily dismissed their federal court case without prejudice and refiled the presently pending Petition before this honorable Court.

C. Settlement Negotiations

There are many reasons plaintiffs and defendants are amenable to settling data breach class actions at such an early posture. One central reason is the unpredictability of damages. Another is that parties often decide to manage their risks through early resolution, rather than protracted litigation and expensive formal discovery and expert analysis. Data breach cases are fact intensive, expert driven, and typically require extensive and technical e-discovery.

And even though this case settled at a relatively early stage in the litigation, it was not without significant time and effort expended by the Parties. Prior to filing the initial and consolidated complaints in federal court, Plaintiffs' Counsel undertook extensive investigation of the facts surrounding this Data Security Incident, including interviewing potential plaintiffs and reviewing publicly available information about the Data Security Incident and Landmark. Before

beginning settlement negotiations, Plaintiffs sought and obtained informal discovery from Landmark on a number of key topics, including: the number of individuals whose Private Information was potentially impacted during the Data Security Incident; the types of Private Information potentially accessed; Landmark's investigation of, and response to, the Data Security Incident; the remedial actions Landmark took after the Data Security Incident; and the terms of any potentially applicable insurance coverage.

On April 17, 2025, the Parties participated in a full day mediation of this matter via Zoom with Jill Sperber, Esq. of Judicate West. Following a full day of negotiations with the assistance of Ms. Sperber, the Parties reached a settlement in principle. Over the next several weeks, the Parties continued negotiations regarding the particular terms of the Settlement and associated exhibits. The Settlement Agreement (the "Settlement" or "SA") is attached hereto as **Exhibit 1**.

Plaintiffs and their counsel believe that in consideration of all the circumstances, and serious arms'-length negotiations with Defendants, the proposed settlement embodied in the Settlement Agreement is fair, reasonable, and adequate, and is in the best interests of all members of the Settlement Class. As described below, Plaintiffs and their Counsel believe that the Settlement Agreement is an excellent result in light of the risks of continued litigation and the Settlement Agreement provides substantial immediate relief to the Settlement Class. For these reasons, Plaintiffs ask the Court to grant Preliminary Approval to the Proposed Settlement.

II. THE PROPOSED SETTLEMENT PROVIDES SETTLEMENT CLASS MEMBERS WITH MONETARY AND NON-MONETARY BENEFITS COMPARABLY SIMILAR TO OTHER DATA BREACH SETTLEMENTS

A. The Settlement Benefits

The Settlement negotiated on behalf of the Settlement Class provides direct monetary relief to Class Members. Specifically, under the Settlement, Class Members will be able to elect to

receive either: (a) payment of up to \$2,500.00 per Settlement Class Member upon presentment of documented losses related to the Data Security Incident, or (b) a flat cash payment of \$30 per Settlement Class Member (subject to *pro rata* adjustment). SA, ¶ 3.2-3. The costs of the Settlement, including payments for monetary benefits, the costs of Notice and Claims Administration, the Service Awards to Plaintiffs, and Settlement Class Counsel’s attorneys’ fees and expenses, are subject to an aggregate cap of \$6,000,000.00. *Id.* ¶ 3.4.

In addition to the direct financial relief provided by the Settlement, Landmark has agreed to implement and/or maintain substantial business practice changes and remedial measures aimed at preventing further potential unauthorized access to sensitive Private Information entrusted to Defendants. SA ¶ 3.5.

i. Documented Loss Payment

The first category of benefits provides Settlement Class Members the ability to claim up to \$2,500.00 in cash reimbursement for documented losses stemming from the Data Security Incident. *Id.* ¶ 3.2. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form, attesting to incurring documented losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses. *Id.*

ii. Flat Cash Payment

Alternatively, Settlement Class Members may elect to receive a cash payment of \$30 (subject to *pro rata* adjustment based on the number of claims and the aggregate cap imposed by the Settlement). *Id.* ¶ 3.3. Receipt of this cash payment is conditioned only upon making a valid claim. In other words, no attestation or documentation of loss is required.

iii. Remedial Business Practice Changes

In addition to the foregoing benefits, all Settlement Class Members will benefit from substantial business practice changes and remedial measures aimed at preventing further potential unauthorized access to their sensitive Private Information. As of the filing of this motion, the costs to Landmark of maintaining these changes are unknown, but Landmark will provide a written attestation regarding the security measures implemented following the Data Security Incident and the costs incurred by Landmark to do so prior to Final Approval. *Id.* ¶ 3.5. The costs of implementing these measures are to be borne solely by Landmark separately from the remainder of the Settlement and will in no way impact the relief available to the Settlement Class. These changes inure to the benefit of Settlement Class Members whose information remains in Landmark's possession.

B. The Settlement Class

The Settlement Class includes approximately 1.6 million individuals and is defined as all persons in the United States (including all territories and U.S. military installations worldwide) whose Private Information was potentially implicated, accessed, compromised, or impacted as a result of the Data Security Incident, including all persons who were mailed notification letters concerning the Data Security Incident. *Id.* ¶ 1.32. Excluded from the Settlement Class are (a) Defendants' officers and directors; and (b) any entity in which Defendants have a controlling interest. Also excluded from the Settlement Class are members of the judiciary to whom this case is assigned, their families and members of their staff. *Id.*

C. Notice Process

The Parties agreed to engage EAG Gulf Coast, LLC as the Settlement Administrator, subject to Court approval. *Id.* ¶ 4.2. The Settlement Administrator shall promptly cause Notice to

be disseminated to all Settlement Class Members via direct mail and email, where applicable. *Id.*, ¶ 5.4. The cost of providing Notice and Claims Administration will be paid by Landmark.

D. Claims, Exclusions and Objection Procedures

The timing of the claims process is structured to ensure that all Settlement Class Members have adequate time to review the terms of the Settlement Agreement, and then make a claim or decide whether they would like to opt out or object. Specifically, Settlement Class Members will have ninety (90) days from the date Notice is emailed and/or mailed to Settlement Class Members to complete and submit a claim to the Settlement Administrator. SA, ¶ 1.2. Alternatively, a Settlement Class member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. *Id.* ¶ 6.2. In addition, Settlement Class Members may elect to object to any aspect of the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards by filing an objection with the Court and serving the objection by U.S. Mail to Settlement Class Counsel. *Id.* ¶ 7.2.

E. Service Awards, Fees, and Costs

The Parties did not discuss the payment of attorneys' fees, costs, expenses and/or Service Awards to the Settlement Class Representatives until after the substantive terms of the settlement had been agreed upon. *See Id.* ¶ 8.1; *see* Joint Declaration of Settlement Class Counsel in Support of Unopposed Motion for Preliminary Approval of Class Action Settlement ("Joint Decl."), attached hereto as **Exhibit 2**, ¶ 24.

The Settlement Agreement permits Plaintiffs to seek a Service Award in the amount of \$1,500 per named Plaintiff. SA ¶ 8.1. The Settlement Agreement further permits Plaintiffs' Counsel to seek a comprehensive fee, covering both attorneys' fees and the costs of bringing this

litigation, of up to \$2,000,000, which Landmark agrees not to oppose. *Id.* The attorneys' fees and expenses will be sought separately by motion and are subject to approval of the Court. The Service Awards, as well as attorneys' fees and costs, will be paid by Landmark and/or its insurers and are subject to the \$6,000,000 aggregate cap. *Id.* ¶ 3.4.

F. Releases

The release in this case is tailored to the claims that have been pled or could have been pled relating to the Data Security Incident. *See generally* SA ¶ 13. Settlement Class Members who do not exclude themselves from the Settlement Agreement will release claims against Defendants related to the Data Security Incident.

III. LEGAL STANDARD

Plaintiffs bring this motion pursuant to Texas Rule of Civil Procedure 42(e). The Rule reads, in pertinent part, “[t]he Court must approve any settlement, dismissal, or compromise of the claims, issues, or defenses of a certified class,” and requires “[n]otice of the material terms of the proposed settlement, dismissal or compromise, together with an explanation of when and how the members may elect to be excluded from the class” to be provided to all class members as the Court directs. Tex. R. Civ. P. 42(e)(1). The Court may give final approval to a settlement only after notice has been provided to the class, a hearing has been held, and the Court has found that the settlement is fair, reasonable, and adequate. *Id.*

The preliminary approval stage provides a forum for the initial evaluation of a settlement, and where no class has been previously certified, a determination as to whether a proposed settlement class should be certified. 2 *Newberg & Conte, Newberg on Class Actions* (“*Newberg*”) §§ 11.22, 11.27 (3d ed. 1992); *In re Beef Indus. Antitrust Litig.*, 607 F.2d 167, 175 (5th Cir. 1979). The decision to approve or reject a proposed settlement lies firmly within the discretion of the trial

court. *Northrup v. Sw. Bell Tel. Co.*, 72 S.W.3d 16, 21 (Tex. App. 2002) (citing *General Motors Corp. v. Bloyed*, 916 S.W.2d 949, 955 (Tex. 1996)). Granting preliminary approval will allow Settlement Class Members the opportunity to learn about the Settlement, make a claim, opt-out, or object and be heard by the Court.

Plaintiffs here seek preliminary approval of the proposed Settlement—an initial evaluation of the fairness of the proposed Settlement. *See Manual for Complex Litigation* § 30.44 (4th ed.). Because the proposed Settlement Agreement and plan of distribution fall within the range of possible approval, this Court should grant Plaintiffs’ motion and allow notice to be provided to the class. *See Newberg* § 11.25 (3d ed. 1992).

IV. ARGUMENT

Judicial policy favors the resolution of disputes through settlement. *Parker v. Anderson*, 667 F.2d 1204, 1209 (5th Cir. 1982). There is a strong presumption in favor of finding settlement agreements fair. Settlement agreements are not required to “achieve some hypothetical standard constructed by imagining every benefit that might someday be obtained in contested litigation”—rather, compromise is the essence of settlement, and a court may rely on the judgment of experienced counsel for the parties. *DeHoyos v. Allstate Corp.*, 240 F.R.D. 269, 286 (W.D. Tex. Feb. 21, 2007), *quoting Garza v. Sporting Goods Properties, Inc.*, No. CIV.A. SA-93-CA-108, 1996 WL 56247 (W.D. Tex. Feb. 6, 1996).

A. The Settlement Class Should be Preliminarily Certified

The *Manual for Complex Litigation* advises that in cases presented for both preliminary approval and class certification, the “judge should make a preliminary determination that the

proposed class satisfies the criteria.” MCL 4th, § 21.632. Here, Plaintiffs seek certification of the Settlement Class.³

Where plaintiffs seek certification of a class at the settlement stage, courts undergo a “rigorous analysis” of the class to ensure it meets the requirements of Tex. R. Civ. P. 42. Courts performing that “rigorous analysis” routinely find settlement classes of data breach victims are certifiable. In fact, similar data breach case settlements have been certified, on both a state and national basis, including, for example, in *In re Equifax*. See *In re Equifax, Inc. Customer Data Sec. Breach Litig.*, Case No. 1:17-md-2800-TWT (N.D. Ga. 2019). See, also, e.g., *In re Target*, 309 F.R.D. 482 (D. Minn. 2015); *In re Heartland Payment Systems, Inc. Customer Data Sec. Breach Litig.*, 851 F.Supp.2d 1040 (S.D. Tex. 2012). Texas state courts have also certified classes of data breach victims in the context of preliminary approval of a class action settlement. See *Dekenipp v. Gastroenterology Consultants*, Case No. 202161470 (295th Judicial District for Harris County, Texas) (certifying a settlement class and granting final approval of settlement); *Lee v. Texas Ear, Nose & Throat Specialists, PLLC*, Case No. 202184322 (113th Judicial District for Harris County.) (same). As in those federal and Texas cases, the Court should also certify the Settlement Class here.

Texas law regarding class certification mirrors its federal counterpart, making federal cases regarding the certification of class actions highly persuasive authority. See *Glassell v. Ellis*, 956 S.W.2d 676, 682 (Tex. App.—Texarkana 1997, no writ). Under Rule 42, a class may be certified where the movants demonstrate (1) the class is so numerous that joinder is impracticable; (2) the class has common questions of law or fact; (3) the representatives’ claims are typical of the class claims; and (4) the representatives will fairly and adequately protect class interests. *St. Louis*

³ Defendants do not object to class certification for settlement purposes only.

Southwestern Ry. Co. v. Voluntary Purchasing Groups, Inc., 929 S.W.2d 25, 31 (May 13, 1996) (citing Tex. R. Civ. P. 42 (a)). A proposed class must also meet one of the prongs of Rule 42(b) to be maintained. For a damages class such as the one proposed here, Rule 42(b) requires that common question of law and fact common to the class predominate over any individualized issues, and that a class action be the superior means of adjudicating the dispute. Here, the requirements of Rule 42(a) and the predominance and superiority requirements of Rule 42(b) are each met for settlement purposes.

i. The Proposed Class is Sufficiently Numerous

Numerosity requires “the class [be] so numerous that joinder of all members is impractical.” Tex. R. Civ. P. 42(a)(1). This determination is not always based on numbers alone but rather considers numbers as well as the nature of the action, judicial economy, geographical locations of the class members, and the likelihood that class members would be unable to prosecute individual lawsuits. *Magic Valley Elec. Co-op. v. City of Edcouch*, No. 13-05-202-CV, 2006 WL 733960, at *2 (Tex. App. Mar. 23, 2006). Here, the numbers alone are sufficient to demonstrate the numerosity prong has been met for settlement purposes. The proposed Settlement Class includes approximately 1.6 million individuals, meaning any attempt at joining all potential class members would be obviously impractical. Further, Class Members individual claims are small in comparison to the overall claims of the proposed Class, meaning individual prosecution of these claims would likely be economically unjustifiable for the majority of potential Class Members. Accordingly, for settlement purposes, the Settlement Class is sufficiently numerous to justify certification.

ii. Questions of Law and Fact Are Common to the Class

Commonality requires plaintiffs to demonstrate “questions of law or fact common to the class.” Tex. R. Civ. P. 42(a)(2). The threshold for meeting this prong is not high—commonality does not require that every question be common to every member of the class, but rather that the questions linking class members are substantially related to the resolution of the litigation and capable of generating common answers “apt to drive the resolution of the litigation.” *See Heartland*, 851 F.Supp.2d at 1052 (citing *Wal-Mart Stores v. Dukes*, 564 U.S. 338, 347 (2011)).

Here, Plaintiffs assert that the commonality requirement is met for settlement purposes because numerous issues common to the Settlement Class exist in the instant case. First, Plaintiffs assert that whether Defendants failed to adequately safeguard the records of Plaintiffs and other Settlement Class Members is a question common across the entire class, and goes to the heart of their claim. Second, Plaintiffs assert that the issue of Defendants’ breach of duty is factually common to the class because Landmark’s data security safeguards were common with respect to each Class member and the same vulnerabilities failed to prevent the potential accessibility of each Class Members’ Private Information.

Plaintiffs allege that other common issues to the Settlement Class include: when Landmark learned of the Data Security Incident; whether Landmark’s response to the Data Security Incident was adequate; whether Landmark failed to implement and maintain reasonable security procedures and practices appropriate to the nature and scope of the Private Information potentially compromised in the Data Security Incident; whether Landmark’s data security systems prior to and during the Data Security Incident complied with applicable data security laws and regulations and were consistent with industry standards; whether Defendants owed a duty to Settlement Class Members to safeguard their Private Information and breached any such duty; whether hackers

accessed Settlement Class Members' Private Information via the Data Security Incident; whether Defendants' conduct was negligent; whether an implied contract existed between Plaintiffs and Defendants and if such contracts were breached; whether Defendants were unjustly enriched; whether Defendants breached a fiduciary duty owed to Plaintiffs and the Settlement Class; whether Defendants violated Plaintiffs' and Settlement Class Members' reasonable expectations of privacy concerning their Private Information; whether Plaintiffs and Settlement Class Members are entitled to additional credit or identity monitoring and monetary relief; and whether Plaintiffs and Settlement Class Members are entitled to equitable relief, including injunctive relief, restitution, disgorgement, and/or the establishment of a constructive trust. *See* Petition, ECF No. 1. Plaintiffs assert that these are common questions, central to the causes of action brought here and can be addressed on a class-wide basis.

Plaintiffs contend that, like in other data breach cases, these common issues all center on Defendants' alleged conduct, or other facts and law applicable to all class members, thus satisfying the commonality requirement. *See, e.g., In re Countrywide Fin. Corp. Cust. Data Sec. Breach Litig.*, No. 3:08-MD-01998, 2009 WL 5184352, at *3 (W.D. Ky. Dec. 22, 2009) ("All class members had their private information stored in Countrywide's databases at the time of the data breach"); *In re Heartland Payment Sys.*, 851 F. Supp. 2d at 1059 ("Answering the factual and legal questions about Heartland's conduct will assist in reaching class wide resolution."). Thus, commonality is readily satisfied for settlement purposes.

iii. Plaintiffs' Claims and Defenses are Typical of the Class

Under Rule 42, the typicality requirement is satisfied where "the claims or defenses of the class representatives have the same essential characteristics as those of the class as a whole." *Peters v. Blockbuster, Inc.*, 65 S.W.3d 295, 307 (Tex. App.—Beaumont 2001, no pet.) (citing *Chevron*

U.S.A. v. Kennedy, 808 S.W.2d 159, 162 (Tex. App.—El Paso 1991, writ dismissed). “The claims need not be identical or perfectly coextensive, only substantially similar.” *Peters*, 65 S.W.3d at 307.

Here, Plaintiffs’ and Settlement Class Members’ claims all stem from the same event—the Data Security Incident, and involve the same allegations of inadequate cybersecurity and monitoring protocols used by Landmark, leading to the potential accessibility of Plaintiffs’ and Settlement Class Members’ data. Thus, for settlement purposes, Plaintiffs’ claims are typical of the Settlement Class Members’ claims and the typicality requirement is satisfied.

iv. Plaintiffs and their Counsel Will Provide Fair and Adequate Representation of the Class

Representative plaintiffs must be able to provide fair and adequate representation of the Settlement Class. To satisfy the adequacy of representation requirement, plaintiffs must establish that: (1) there is no antagonism or conflict of interest between the class representatives and other members of the class; and (2) the assurance that through class counsel, the representative will vigorously prosecute the class’s claims. *Glassell*, 956 S.W.2d at 683.

Here, Plaintiffs’ interests are aligned with those of the Settlement Class in that they seek relief for alleged injuries arising out of the same Data Security Incident. Plaintiffs’ and Settlement Class Members’ data was all potentially accessible in the same manner. Under the terms of the Settlement Agreement, Plaintiffs and Settlement Class Members will all be eligible for the same monetary relief based on the types of injuries they allege they experienced due to the Data Security Incident.

Further, counsel for Plaintiffs have decades of combined experience as vigorous class action litigators and are well suited to advocate on behalf of the class. *See* Joint Decl. ¶¶ 26, 33. Counsel put their collective experience to use in negotiating an early-stage Settlement that

guarantees immediate relief to class members. Thus, the requirements of Rule 42(a) are satisfied for purposes of settlement.

v. The Rule 42(b)(3) Requirements Are Satisfied

To show that common issues predominate, plaintiffs must demonstrate that common questions of law or fact relating to the class predominate over any individualized issues. Tex. R. Civ. Proc. 42(b)(3). In evaluating predominance of common issues, Texas courts do not focus on whether the common issues outnumber the individual ones, but rather whether there is “at least one issue of law or fact ‘that inheres in the complaints of all class members.’” *Union Pac. Res. Grp., Inc. v. Hankins*, 111 S.W.3d 69, 74 (Tex. 2003) (internal citations omitted). Factors to be considered include:

- (A) the interest of members of the class in individually controlling the prosecution or defense of separate actions;
- (B) the extent and nature of any litigation concerning the controversy already commenced by or against members of the class;
- (C) the desirability or undesirability of concentrating the litigation in the particular forum;
- (D) the difficulties likely to be encountered in the management of a class action.

Tex. R. Civ. P. 42(b)(3).

For a class action to be “superior to other available methods,” under Rule 42(b)(3), the class action must “achieve economies of time, effort, and expense, and promote ... uniformity of decision as to persons similarly situated, without sacrificing procedural fairness or bringing about other undesirable results.” *Canyon Lake Island Property Owners Association v. Sterling/Suggs Limited Partnership*, 2015 WL 3543125, *5 (citing *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 614 (1997) (internal quotations omitted)).

Here, no facts suggest that the Settlement Class Members have an interest in controlling the prosecution of separate actions. No other actions filed against Defendants pertaining to the Data Security Incident have been brought to proposed Settlement Class Counsel’s knowledge.

Concentration of litigation in this court is appropriate because certain transactions and occurrences that are related to the Data Security Incident, as well as the LBIG Defendants, are located in this county. And finally, because Plaintiffs are seeking certification for purposes of settlement, the manageability of the class action need not be considered. *Amchem*, 521 U.S. at 620 (“Confronted with a request for settlement-only certification, a district court need not inquire whether the case, if tried, would present intractable management problems . . . for the proposal is that there be no trial.”)

In this case, for settlement purposes, key predominating questions are whether: (1) Defendants had a duty under the relevant states’ laws to exercise reasonable care to safeguard, secure, and protect Plaintiffs and the Settlement Class’s Private Information; and (2) Defendants breached that duty. Both of these key questions, which could have impacted Defendants’ liability to the entire Settlement Class of approximately 1.6 million people, rely on generalized evidence of Defendants’ knowledge and conduct in obtaining, storing and protecting Private Information.

Other courts have held that the issues of duty and breach are common to the class of data breach victims, and predominate over any possible individualized issues, for settlement purposes. *See, e.g., Heartland*, 851 F. Supp. 2d at 1059 (finding predominance satisfied in a data breach case); *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 312–315 (N.D. Cal. 2018) (finding predominance was satisfied because “Plaintiffs’ case for liability depend[ed], first and foremost, on whether [the defendant] used reasonable data security to protect Plaintiffs’ personal information,” such that “the claims rise or fall on whether [the defendant] properly secured the stolen personal information,” and that these issues predominated over potential individual issues); *see also Hapka v. CareCentrix, Inc.*, No. 2:16-cv-02372-KGG, 2018 WL 1871449, at *2 (D. Kan. Feb. 15, 2018) (“The many common questions of fact and law that arise from the E-mail Security

Incident and [Defendant's] alleged conduct predominate over any individualized issues"); *In re The Home Depot, Inc., Customer Data Sec. Breach Litig.*, No. 1:14-md-02583-TWT, 2016 WL 6902351, at *2 (N.D. Ga. Aug. 23, 2016) (finding the common, predominating questions included whether defendant failed to reasonably protect class members' personal and financial information, had a legal duty to do so, and failed to timely notify class members of the data breach).

vi. A Class Action is Superior to Individual Suits

Here, the resolution of 1.6 million claims in one action is superior to litigation via individual lawsuits. Class certification, and class resolution, increase the judicial efficiency and conservation of resources over the alternative of individually litigating well over one million individual data breach cases arising out of the *same* Data Security Incident. Moreover, given the small value of the individual claims, it is likely that, without class certification, few if any of the individuals potentially impacted by the Data Security Incident would individually litigate their action. That reality further supports finding a class action superior here.

Given that, for settlement purposes, common questions of fact and law predominate over individualized issues and a class action would be the superior vehicle by which to resolve these claims, the Court should certify the Settlement Class.

G. The Terms of the Settlement are Fair, Reasonable, and Adequate and Warrant Preliminary Approval Under Rule 42

Rule 42(e)(2) permits preliminary approval of a class action settlement after a determination that the settlement appears to be "fair, reasonable, and adequate." In determining whether a proposed class settlement is fair, adequate, and reasonable, a trial court considers six factors: (1) whether the settlement was negotiated at arms' length or was a product of fraud or collusion; (2) the complexity, expense, and likely duration of the litigation; (3) the stage of

proceedings, including the status of discovery; (4) the factual and legal obstacles that could prevent the plaintiffs from prevailing on the merits; (5) the possible range of recovery and the certainty of damages; (6) the respective opinions of the participants, including class counsel, class representatives, and the absent class members. *Johnson v. Scott*, 113 S.W.3d 366 (Tex. App.—Beaumont 2003, pet. denied) (citing *Bloyed*, 916 S.W.2d at 955). “Put another way, the trial court must examine both substantive and procedural elements of the settlement: (1) whether the terms of the settlement are fair, adequate, and reasonable; and (2) whether the settlement was the product of honest negotiations or collusion.” *Bloyed*, 916 S.W.2d at 954 (citing *Pettway v. American Cast Iron Pipe Co.*, 576 F.2d 1157, 1169 (5th Cir. 1978)). The analysis at this first stage is a preliminary one, where the Court need only determine whether the settlement falls within the range of possible approval and notice should be issued to the class. *See Newberg* § 11.25 (3d ed. 1992).

i. The Settlement Was the Result of Arm’s Length Negotiations

“A settlement reached after a supervised mediation receives a presumption of reasonableness and the absence of collusion.” 2 *McLaughlin on Class Actions* § 6:7 (8th ed. 2011); *see also Wal-Mart Stores*, 396 F.3d at 116. Here, the Parties reached settlement only after a full-day mediation session before Jill Sperber of Judicate West; a mediator with significant experience in both general class action and data breach matters. Joint Decl. ¶ 7-11. Arms’ length settlement discussions regarding the specific points of the Settlement Agreement continued following the initial mediation session and the Parties executed the term sheet for the Settlement Agreement at issue here on May 2, 2025. *Id.* ¶ 11. Given that the Settlement materialized from a hard-fought mediation session before an experienced mediator and subsequent negotiations between counsel regarding the specific terms of the Settlement, the presumption of reasonableness should apply here. There is no evidence before the Court which would suggest collusion or any other improper

behavior. Given the absence of any facts suggesting impropriety, the presumption of reasonableness should apply and the Court should find this prong satisfied.

ii. The Settlement Is Fair, Adequate, and Reasonable

The Settlement Agreement provides real and certain relief to the Settlement Class, in spite of factual and legal obstacles that could prevent Plaintiffs from prevailing on the merits. The Settlement guarantees Settlement Class Members real relief for the potential impact of the Data Security Incident. As described in full above, each Settlement Class Member who submits a valid claim is eligible to receive either: (1) reimbursement for up to \$2,500 in documented losses due to the Breach; or (2) a flat cash payment of \$30, subject to a *pro rata* adjustment, conditioned only on submitting a valid claim. SA ¶ 3.2-3.

These claim categories will allow a significant portion of Class Members to receive reimbursement for out-of-pocket costs associated with the Data Security Incident. Further, Settlement Class Members can submit a claim to receive a Cash Payment without providing any documentation or attestation of losses, allowing all individuals who had their information potentially accessible as a result of the Data Security Incident to receive compensation. Lastly, all Settlement Class Members, even those who do not file a claim for a cash payment, will benefit from the business practice changes guaranteed by the Settlement.

The value obtained is well within the range of approved data breach class action settlements in Texas and throughout the country. *See, e.g., North v. Hunt Memorial Hospital District*, Case No. 89642 (196th Judicial District for Hunt County, Texas) (data breach settlement approved for class of 284,000 people with benefits of up to \$1,000 per claimant subject to an aggregate cap of \$225,000 minus costs of settlement administration); *Dekenipp v. Gastroenterology Consultants*, Case No. 202161470 (295th Judicial District for Harris County, Texas) (approving settlement for

data breach class of 166,000 people where benefits were capped at \$400,000, including up to \$500 in ordinary expenses including lost time, reimbursement of extraordinary losses up to \$4,000, and 1.5 years of credit monitoring).

Here, the *guaranteed* benefits made available under the Settlement will provide Settlement Class Members with substantial relief. Moreover, the benefit provided by the Settlement is certain and final, whereas continued litigation would put the Settlement Class in risk of obtaining less, or even nothing. While Plaintiffs believe strongly in the merits of their case, the chances of prevailing on the merits or and securing any amount of damages are uncertain. Numerous courts have noted that legal and factual uncertainty in this field supports approval of data breach class settlements. *In re Equifax Inc. Customer Data Sec. Breach Litig.*, No. 1:17-md-2800, 2020 WL 256132, at *7 (N.D. Ga. Mar. 17, 2020) (identifying disputed legal issues including duty, causation, class certification, and additional risks related to discovery, juries, and appeals); *In re Sonic Corp. Customer Data Sec. Breach Litig.*, No. 1:17-md-2807, 2019 WL 3773737, at *6 (N.D. Ohio Aug. 12, 2019) (“[t]he realm of data breach litigation is complex and largely undeveloped. It would present the parties and the Court with novel questions of law.”). Defendants here will assert a number of potentially case-dispositive defenses, including that they did not breach a duty, that any of Plaintiffs’ injuries were caused by some other breach, or that Plaintiffs or Class Members cannot reasonably calculate their losses. Should Defendants win on those arguments, Plaintiffs would be at risk of losing their case and obtaining no redress for their claims.

Thus, proceeding with litigation would open Plaintiffs up to the risks inherent in trying to achieve and maintain class certification and prove liability. Should the case continue, it is likely that Defendants will file a motion to dismiss claiming Plaintiffs lack standing to bring their claims and that the claims in the Petition are inadequately plead. While Plaintiffs believe in the strength

of their claims, success in any litigation is far from certain, especially when Defendants have so many remaining avenues to contest every element of the case. In addition, should Plaintiffs prevail at any stage, it is likely that the case would continue to be bound up in multiple layers of appellate review, adding years to the point where Plaintiffs may see any recovery.

Finally, extended litigation leads to extensive additional costs for both the Parties and the Court. As with all data breach actions, Plaintiffs and Defendants would expend significant resources obtaining complex, technical discovery. Both sides would likely incur substantial costs on experts, including liability experts who must review and opine on highly complex, technical data concerning the scope and extent of the Data Security Incident and comprehensive damages assessments to measure any claimed class damages.

That cost would lead into a heavily contested motion for class certification, which would require additional resources, time, and expenses. Should Plaintiffs lose on their class certification motion, Plaintiffs would likely be unable to continue their actions due to the small value of their individual cases.

Through the Settlement, Plaintiffs and Settlement Class Members gain significant benefits without having to face further risk of not receiving any relief at all. As such, this factor supports preliminary approval.

iii. Continued Litigation Is Likely to Be Complex, Lengthy, and Expensive

The costs, risks, and delay of continued litigation weigh in favor of preliminary approval. Plaintiffs anticipate incurring substantial costs in pursuing this litigation further. Indeed, due to their cutting-edge nature and the rapidly evolving law, data breach cases like this one generally face substantial hurdles—even just to make it past the pleading stage. See *Hammond v. The Bank of N.Y. Mellon Corp.*, 2010 WL 2643307, at *1 (S.D.N.Y. June 25, 2010) (collecting data breach

cases dismissed at the Rule 12(b)(6) or Rule 56 stage). Class certification is another hurdle that would have to be met—and one that has been denied in other data breach cases. *See, e.g., In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013). The crucial factor in evaluating the fairness of a settlement is the strength of the plaintiff’s case balanced against the amount offered. *General Motors Corp. v. Bloyed*, 916 S.W.2d at 956 (quoting *In re General Motors Corp. Engine Interchange Litig.*, 594 F.2d 1106, 1132 n.44 (7th Cir. 1979) (cert. denied)).

Should litigation continue, Plaintiffs would need to defeat motions to dismiss and for summary judgment, and both gain and maintain certification of the class. The level of additional costs would significantly increase as Plaintiffs began their preparations for the certification argument and if successful, a near inevitable interlocutory appeal attempt. The summary judgment and class certification motions would require significant amounts of discovery, technical analyses by both sides’ experts, and further, Plaintiffs’ class damages model, all of which would require substantial discovery and expense. The size of the Settlement Class here only complicates these matters and will add additional time and expense to every layer of the litigation. Given the expense of continued litigation, this factor weighs in favor of preliminary approval.

iv. The Settlement Was Reached After Significant Investigation and Exchange of Information, and Has Strong Support from Counsel

The Parties were able to achieve the Settlement only after substantial investigations, a significant exchange of information, and a full day mediation session as well as subsequent negotiations facilitated by mediator Jill Sperber. Joint Decl., ¶¶ 7-11. Going into the mediation, Plaintiffs had completed an independent investigation of the facts to reach a full understanding of the value of the case, as well as the attendant risks of continued litigation. *Id.* ¶ 17.

It is the strong opinion of proposed Settlement Class Counsel that the Settlement presents a favorable result for the Settlement Class. *Id.* ¶ 18, 27. All Plaintiffs support the Settlement and, although the Settlement Class Members have not yet been presented with the Settlement, Plaintiffs expect a favorable response. Thus, this factor also weighs in favor of preliminary approval.

C. The Proposed Settlement Administrator Will Provide Adequate Notice

Texas Rule of Civil Procedure 42(e) requires that notice of a proposed class action settlement be provided to all members of the class “in such manner as the court directs.” Notice should be provided in a manner reasonably calculated under all the circumstances to apprise interested parties of the pending action and to afford them an opportunity to present their objections. *Mullane v. Central Hanover Bank and Trust Co.*, 339 U.S. 306, 314 (1950). Individual notice must be provided to those class members who are identifiable through reasonable effort. *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 175 (1974).

The Notice provided for by the Settlement Agreement is designed to be the best practicable and to meet all the criteria set forth by the Manual for Complex Litigation. *See* Exhibits A, B to SA; SA § 5. Specifically, the Notice Program provides for direct and individual notice to be provided to all Settlement Class Members via mail or email, based off of the contact information provided by the Settlement Class Members that was provided to Landmark, as well as for notice through the Settlement Website. SA ¶ 5.2. The dedicated settlement website established by the Settlement Administrator will be updated throughout the claims period with the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as the Settlement Agreement and other relevant court documents. *Id.* ¶ 5.7-8.

The Notices themselves are clear and straightforward. *See* SA at Exhibits A and B. They define the Settlement Class; clearly describe the options available to Settlement Class Members

and the deadlines for taking action; describe the essential terms of the settlement; disclose the requested Service Awards for the Settlement Class Representatives, as well as the amount that proposed Settlement Class Counsel intends to seek in fees and costs; explain procedures for making claims, objections, or requesting exclusion; and will describe the date, time, and place of the Final Approval Hearing. *Id.*

The direct mail and email Notice proposed here is consistent with notice programs approved in the Fifth Circuit. *See Stott v. Cap. Fin. Servs.*, 277 F.R.D. at 342 (approving notice sent to all class members by first class mail); *Billittri v. Secs. Am., Inc.*, Nos. 3:09-cv-01568- F, 3:10-cv-01833-F, 2011 WL 3586217, at *9 (N.D. Tex. Aug. 4, 2011) (same). The Notice is designed to be the best practicable under the circumstances, apprises Settlement Class Members of the pendency of the action, and gives them an opportunity to object or exclude themselves from the Settlement. Accordingly, the Notice Program should be preliminarily approved.

D. The Court Should Appoint Proposed Settlement Class Counsel

When certifying a class, Rule 42 requires a court to appoint class counsel that will fairly and adequately represent the class members. Tex. R. Civ. P. 42(g)(1)(A). In making this determination, the Court considers counsel's work in identifying or investigating potential claims; experience in handling class actions or other complex litigation and the types of claims asserted in the case; knowledge of the applicable law; and resources committed to representing the class. Tex. R. Civ. P. 42(g)(1)(C)(i-iv). While multiple attorneys represent the Settlement Class Representatives, all counsel have come together to settle this case. Additionally, as evidenced by the resumes attached as exhibits to the Joint Declaration, each attorney seeking appointment as Settlement Class Counsel has extensive experience prosecuting data breach cases at all stages. Joint Decl. ¶ 26. To address the Court's concerns and for further purposes of efficiency, the Court

should preliminarily appoint the experienced team of Milberg Coleman Bryson Phillips Grossman, PLLC, Siri & Glimstad LLP, and Murphy Law Firm as Settlement Class Counsel under Rule 42(g).

VI. CONCLUSION

Plaintiffs have negotiated a fair, adequate, and reasonable settlement that guarantees Settlement Class Members significant relief in the form of direct reimbursements for documented losses resulting due to the Data Security Incident, flat cash payments, and remedial measures which will secure Plaintiffs' and Settlement Class Members' remaining data stored in Landmark's network and systems in the future. For these and the above reasons, Plaintiffs respectfully request this Court grant their Motion for Preliminary Approval of Class Action Settlement, certify the Settlement Class for purposes of settlement, appoint Settlement Class Counsel and Settlement Class Representatives, and direct Notice to issue to Settlement Class Members.

A proposed Order is submitted herewith.

Dated: July 21, 2025

Respectfully submitted,

/s/ Joe Kendall

JOE KENDALL
Texas Bar No. 11260700
KENDALL LAW GROUP, PLLC
3811 Turtle Creek Blvd., Suite 825
Dallas, Texas 75219
214-744-3000 / 214-744-3015 (Facsimile)
jkendall@kendalllawgroup.com

Gary M. Klinger (admitted *pro hac vice*)
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**
227 W. Monroe Street, Suite 2100
Chicago, IL 60606
866-252-0878
gklinger@milberg.com

A. Brooke Murphy
MURPHY LAW FIRM

4116 Will Rogers Pkwy, Suite 700
Oklahoma City, OK 73108
Telephone: (405) 389-4989
abm@murphylegalfirm.com

Tyler J. Bean
SIRI & GLIMSTAD LLP
745 Fifth Avenue, Suite 500
New York, NY 10151
929-677-5144
tbean@sirillp.com

Counsel for Plaintiffs

CERTIFICATE OF CONFERENCE

I hereby certify that on July 10, 2025, Plaintiffs' Counsel conferred with David M. Ross, Melinda M. Riseden, and Donald Houser, who are counsel for defendants, regarding the filing of this motion. Counsel for defendants advised that they do not oppose this motion.

/s/ Joe Kendall
Joe Kendall

CERTIFICATE OF SERVICE

I hereby certify that on July 21, 2025, I electronically filed the foregoing document using the Court's electronic filing system, which will notify all counsel of record authorized to receive such filings.

/s/ Joe Kendall
Joe Kendall

EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between Plaintiffs Raymond Newson, Britton Bryant, Donald Tanner, Edna Whitten, Folayan Payne, Drenetha Goff, Kara Montague, Karina Barratt, Lynda Roberts, Randy Jackson, Rozalynn Fisher, Shalene Willis and Sherika Dodson, individually and on behalf of the Settlement Class, by and through Settlement Class Counsel, and Defendants Landmark Admin, LLC (“Landmark”), American Benefit Life Insurance Company, American Monumental Life Insurance Company, Capitol Life Insurance Company, Continental Mutual Insurance Company, Liberty Bankers Life Insurance Company and Accendo Insurance Company in order to effect a full and final settlement and dismissal with prejudice of all Released Claims against all Released Persons on the terms set forth below and to the full extent reflected herein.¹

I. RECITALS

1. The Litigation.

Landmark is a third-party administrator for insurance carriers, including co-Defendants and other carriers. From May 13, 2024, through June 17, 2024, a third party accessed Landmark’s network and potentially accessed the Private Information of Plaintiffs and Settlement Class Members (the “Data Security Incident”). Landmark notified Plaintiffs and the Settlement Class about the Data Security Incident starting in October 2024.

Shortly thereafter, Plaintiffs filed their respective putative class action complaints in the United States District Court for the Northern District of Texas, alleging substantially the same claims arising from the Data Security Incident. On January 27, 2025, the Court consolidated the

¹ Capitalized terms shall have the meaning ascribed to them in Section II.1 of this Settlement Agreement.

individual actions into the first filed action in the Northern District of Texas, *Raymond Newson v. Landmark Admin., LLC*, Case No. 6:24-CV-00082-H, and appointed Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman PLLC, Tyler J. Bean of Siri & Glimstad LLP, and A. Brooke Murphy of Murphy Law Firm as Interim Class Counsel. On March 28, 2025, Plaintiffs filed their consolidated complaint.

The Parties attended mediation on April 17, 2025, with the esteemed mediator Jill Sperber of Judicate West. While the Parties were unable to reach a resolution at the mediation, the Parties continued their settlement negotiations, through the help of Ms. Sperber, and were able to reach a settlement in principle. Pursuant to those negotiations, on May 8, 2025, Plaintiffs voluntarily dismissed their complaint in the Northern District of Texas, and on or about May 13, 2025, re-filed in the District Court of Dallas County, Texas, making substantially the same allegations.

The Parties continued to negotiate the finer points of the Settlement thereafter and reached the terms of the Settlement as fully detailed herein.

2. Claims of Plaintiff and Benefits of Settling.

Plaintiffs believe that the claims asserted in the Lawsuit, as set forth in the Complaint, have merit. Plaintiffs and Settlement Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Lawsuit against Defendants through motion practice, trial, and potential appeals. They have also taken into account the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Settlement Class Counsel are experienced in class action litigation and knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in the Lawsuit. After a thorough analysis of many legal factors, they have determined that the Settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

3. Denial of Wrongdoing and Liability.

Defendants deny each and all of the claims and contentions alleged against them in the Lawsuit. Defendants deny all allegations of wrongdoing or liability as alleged, or which could be alleged, in the Lawsuit. Nonetheless, Defendants have concluded that further defense of the Lawsuit would be protracted and expensive, and that it is desirable that the Lawsuit be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Defendants have taken into account the uncertainty and risks inherent in any litigation after a thorough analysis of many legal factors. Defendants have, therefore, determined that it is desirable and beneficial that the Lawsuit be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

II. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Settlement Class, Settlement Class Counsel, and Defendants that, subject to the approval of the Court, the Lawsuit and the Released Claims shall be finally and fully compromised, settled, and released, and the Lawsuit shall be dismissed with prejudice as to the Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. DEFINITIONS.

As used in this Settlement Agreement and its exhibits, the following terms have the meanings specified below:

1.1 “*Claims Administration*” means the processing and payment of claims received from Settlement Class Members by the Settlement Administrator.

1.2 “*Claim Deadline*” means a date certain, which is to be set forth in the Notice and which shall be no more than ninety (90) Days from the date Notice is emailed and/or mailed to Settlement Class Members.

1.3 “*Claim Form*” means the form, attached as **Exhibit C** to this Settlement Agreement, which Settlement Class Members must complete and submit on or before the Claim Deadline in order to be eligible for the benefits described herein. The Claim Form shall require an actual or electronic sworn signature but shall not require a notarization or any other form of verification.

1.4 “*Complaint*” means the Class Action Petition filed by Plaintiffs in the Lawsuit.

1.5 “*Court*” means the District Court for the County of Dallas, Texas.

1.6 “*Data Security Incident*” means the cyberattack incident(s) experienced by Landmark from May 13, 2024 to June 17, 2024, in which Plaintiffs’ and Settlement Class Members’ Private Information was potentially implicated, accessed, compromised, or impacted, and that is the subject of the Complaint.

1.7 “*Days*” means calendar days, except, when computing any period of time prescribed or allowed by this Settlement Agreement, does not include the day of the act, event, or default from which the designated period of time begins to run. Further, when computing any period of time prescribed or allowed by this Settlement Agreement, include the last day of the period, unless it is a Saturday, a Sunday, or a Texas State or Federal legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or Texas State or Federal legal holiday.

1.8 “*Defendants*” means Landmark Admin, LLC, American Benefit Life Insurance Company, American Monumental Life Insurance Company, Capitol Life Insurance Company,

Continental Mutual Insurance Company, Liberty Bankers Life Insurance Company and Accendo Insurance Company.

1.9 “*Entity*” means any corporation, partnership, limited liability company, association, trust, or other organization of any type.

1.10 “*Effective Date*” means the date defined in Paragraph 14.1 of this Settlement Agreement.

1.11 “*Final*” means that all of the following events have occurred: (a) the Settlement pursuant to this Settlement Agreement is approved by the Court; (b) the Court has entered the Final Order and Judgment; and (c) either (i) no appeal has been taken from the judgment as of the date on which all times to appeal or seek permission to appeal therefrom have expired, or (ii) if an appeal or other review proceeding of the judgment has been commenced, such appeal or other review is finally concluded and no longer is subject to further review by any court, whether by appeal, petitions or rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari, or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Order and Judgment in all material respects. Notwithstanding the above, any order only modifying or reversing any Service Awards or award of attorneys’ fees or expenses shall not affect whether a judgment in this matter is Final or any other aspect of the judgment.

1.12 “*Final Approval Hearing*” means the hearing in the Lawsuit at which the Court considers final approval of this Settlement and the entry of the Final Order and Judgment.

1.13 “*Final Order and Judgment*” means the final judgment and order of dismissal with prejudice to be entered in the Lawsuit in connection with the approval of the Settlement after the Final Approval Hearing and that is in the form of or materially in the form of the proposed Final Order and Judgment attached as **Exhibit E**.

1.14 “*Lawsuit*” means the lawsuit styled *Newson, et al. v. Landmark Admin, LLC, et al.*, Case No. DC-25-07674, pending in the District Court for Dallas County, Texas.

1.15 “*Notice*” means the written notice to be sent to Settlement Class Members pursuant to the Preliminary Approval Order, attached as **Exhibits A** and **B** to this Settlement Agreement.

1.16 “*Notice and Claims Administration Costs*” means actual costs associated with or arising from providing notice to Settlement Class Members and performing Claims Administration in connection with the Settlement.

1.17 “*Notice Program*” means the notice program described in Section 5.

1.18 “*Parties*” means the Settlement Class Representatives, on behalf of themselves and the Settlement Class, and Defendants.

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

1.20 “*Private Information*” shall mean “*Personally Identifiable Information*” and/or “*Protected Health Information*” and includes, but is not limited to, full names, addresses, dates of birth, Social Security numbers, driver’s license numbers, government-issued identification card numbers, passport numbers, bank account and routing numbers, and tax identification numbers as well as medical information, which constitutes protected health information as defined by the Health Insurance Portability and Accountability Act of 1996, and health insurance, life insurance and annuity policy applications, numbers or information and claims information, including payment amounts and payees. For the avoidance of doubt, the term “Private Information” includes

all information potentially implicated, accessed, compromised, or impacted as a result of the Data Security Incident.

1.21 “*Plaintiffs*” or “*Settlement Class Representatives*” means Raymond Newson, Britton Bryant, Donald Tanner, Edna Whitten, Folayan Payne, Drenetha Goff, Kara Montague, Karina Barratt, Lynda Roberts, Randy Jackson, Rozalynn Fisher, Shalene Willis and Sherika Dodson.

1.22 “*Preliminary Approval Date*” means the date on which the Preliminary Approval Order has been entered by the Court.

1.23 “*Preliminary Approval Order*” means the order preliminarily approving the Settlement and providing for Notice to the Settlement Class, attached as **Exhibit D** to this Settlement Agreement.

1.24 “*Release*” has the meaning defined in Paragraph 13.1 of this Settlement Agreement.

1.25 “*Released Claims*” means any and all past, present, and future claims, causes of action, counterclaims, lawsuits, rights, losses, remedies, demands, charges, complaints, actions, obligations, remedies, damages, or liabilities of any kind whatsoever, in law or in equity, for any relief whatsoever, including monetary sanctions or damages for contempt, injunctive or declaratory relief, rescission, general, compensatory, special, liquidated, indirect, incidental, consequential, or punitive damages, as well as any and all claims for treble damages, penalties, interest, attorneys’ fees, costs, or expenses, whether known or unknown, contingent or vested, matured or unmatured, accrued or not accrued, liquidated or unliquidated, suspected or unsuspected, or capable of being known or suspected, that in any way concern, arise out of, or relate to the Data Security Incident, the alleged access, exposure, or compromise of any Settlement

Class Member's Private Information, and/or any other allegations, facts, or circumstances described in the Lawsuit or the Complaint.

- a. For the avoidance of doubt, Released Claims are to be construed broadly and include, without limitation, any claims that a Releasing Party may have under the law of any jurisdiction, including, without limitation, those arising under state or federal law of the United States (including, without limitation, any causes of action under the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 *et seq.* and any similar statutes in effect in the United States or in any states in the United States); causes of action under the common or civil laws of any state in the United States, including but not limited to: unjust enrichment, negligence, bailment, conversion, negligence *per se*, breach of contract, breach of implied contract, breach of fiduciary duty, breach of implied covenant of good faith and fair dealing, misrepresentation (whether fraudulent, negligent, or innocent), fraudulent concealment or nondisclosure, invasion of privacy, public disclosure of private facts, and misappropriation of likeness and identity; any causes of action based on privacy rights provided for under the constitutions of the United States or of any states in the United States; any statutory claims under state or federal law; and also including, but not limited to, any and all claims in any state or federal court of the United States, for damages, injunctive relief, restitution, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit or financial account monitoring services, identity theft insurance, the creation of a fund for future damages, statutory penalties, restitution, the appointment of a receiver, and any other form of relief.

1.26 “*Released Persons*” means:

- a. Defendants and their current and former parents, subsidiaries, divisions, and affiliated companies, as well as these entities’ respective predecessors, successors, assigns, directors, officers, managing members, employees, agents, vendors, insurers, reinsurers, members, owners, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, contractors, wholesalers, resellers, distributors, customers, clients, service providers, and retailers; **and**
- b. All Entities whose information was potentially implicated, accessed, compromised, or impacted by the Data Security Incident, as well as those Entities’ current and former customers, clients, parents, subsidiaries, divisions, and affiliated companies, whether indirect or direct, as well as directors, officers, managing members, agents, vendors, insurers, reinsurers, members, owners, shareholders, attorneys, advisors, consultants, representatives, and contractors. For the avoidance of doubt, Released Entities expressly includes Continental Life Insurance Company of Brentwood, TN and all customers and clients of Landmark and any other Defendant whose information was potentially implicated, accessed, compromised, or impacted by the Data Security Incident.

1.27 “*Releasing Parties*” means the Settlement Class Representatives and all Settlement Class Members who do not timely and validly opt out of the Settlement.

1.28 “*Service Awards*” means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in the Lawsuit.

1.29 “*Settlement*” means the settlement of the Lawsuit upon the terms and conditions set forth in this Settlement Agreement.

1.30 “*Settlement Administrator*” means EAG Gulf Coast, LLC or another company experienced in administering class action claims generally and specifically those of the type provided for and made in Lawsuit, if jointly agreed upon by the Parties and approved by the Court.

1.31 “*Settlement Agreement*” means this Settlement Agreement, including all exhibits hereto.

1.32 “*Settlement Class*” means all persons in the United States (including all territories and U.S. military installations worldwide) whose Private Information was potentially implicated, accessed, compromised, or impacted as a result of the Data Security Incident, including all persons who were mailed notification letters concerning the Data Security Incident. Excluded from the Settlement Class are: (a) Defendants’ officers and directors; and (b) any entity in which Defendants have a controlling interest. Also excluded from the Settlement Class are members of the judiciary to whom this case is assigned, and their families and members of their staff.

1.33 “*Settlement Class Counsel*” shall mean Milberg Coleman Bryson Phillips Grossman, PLLC, Siri & Glimstad LLP, and Murphy Law Firm.

1.34 “*Settlement Class Members*” means all persons who fall within the definition of the Settlement Class.

1.35 “*Settlement Website*” means a dedicated website created and maintained by the Settlement Administrator, which will contain relevant documents and information about the Settlement, including this Settlement Agreement, Notice, and Claim Form, among other things.

1.36 “*United States*” includes all fifty (50) states, the District of Columbia, and all territories and United States military installations worldwide.

2. CERTIFICATION OF SETTLEMENT CLASS

2.1 Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, Defendants agree to stipulate to the certification of the Settlement Class and will not oppose Plaintiffs' request for certification.

2.2 Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, Defendants stipulate that Plaintiffs are adequate representatives of the Settlement Class, and that Settlement Class Counsel are adequate counsel for the Settlement Class.

2.3 If the Settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, shall be vacated, and the Lawsuit shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Party's position on the issue of class certification or any other issue. The Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved. In the event of non-approval, termination, or cancellation of this Settlement Agreement, Landmark or its insurers shall be responsible for Notice and Claims Administration Costs incurred, if any, but shall have no other payment, reimbursement, or other financial obligation of any kind as a result of this Settlement Agreement. To be clear, the other Defendants shall have no payment, reimbursement, or other financial obligation of any kind as a result of this Settlement Agreement.

3. SETTLEMENT BENEFITS.

Subject to the terms of this Settlement Agreement, Landmark or its insurers shall make available the following compensation to Settlement Class Members:

3.1 Monetary Compensation for Losses: Settlement Class Members who submit a valid and timely Claim Form may choose one of the applicable claim categories below. Claims will be subject to review for completeness and plausibility by the Settlement Administrator.

3.2 Claim A: Documented Economic Losses. Settlement Class Members will be eligible for compensation for documented losses, as defined below, up to a total of \$2,500.00 per claimant, upon submission of a valid Claim Form and supporting documentation provided that: (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft or as otherwise related to the Data Security Incident; (ii) the loss was more likely than not caused by the Data Security Incident; and (iii) the loss was incurred after the timeframe of the Data Security Incident. Documented losses include, but are not limited to: financial loss due to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of the Data Security Incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

3.3 Claim B: Pro Rata Cash Payment. In lieu of Claim A, Settlement Class Members may elect to receive a \$30 cash payment, subject to a *pro rata* adjustment downward in the event that the aggregate cap set forth in Paragraph 3.4 below is exceeded.

3.4 Aggregate Cap. The entire class settlement, including all settlement benefits to be paid for valid claims for monetary benefits, the Notice and Claims Administration Costs, the amount of Plaintiffs' service award payment and the amount of Plaintiffs' Counsel's attorneys' fees and expenses, is subject to an overall cap of \$6,000,000.00. The \$30 payments under Claim Option B are subject to a downward *pro rata* adjustment if the overall class settlement cap of

\$6,000,000.00 is exceeded. For the avoidance of doubt Landmark and its insurers shall be solely responsible for funding the Settlement and for all other financial obligations in connection with the Settlement. With the exception of Landmark, no other Defendant shall have any financial obligation in connection with this Settlement.

3.5 Business Practice Commitments. Landmark agrees to continue to provide security for Private Information. Landmark agrees to pay for such remedial costs separate and apart from other settlement benefits. Landmark is willing to provide, at the request of Settlement Class Counsel, a confidential declaration describing information security improvements it has undertaken since the Data Security Incident and estimating the cost of these improvements.

4. SETTLEMENT ADMINISTRATION.

4.1 All Notice and Claims Administration Costs will be paid by Landmark or its insurers.

4.2 The Parties have agreed to request that the Court appoint EAG Gulf Coast, LLC as Settlement Administrator. Once approved by the Court, the Settlement Administrator will be an agent of the Court and will be subject to the Court's supervision and direction as circumstances may require.

4.3 The Settlement Administrator will cause the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and any orders of the Court. The Settlement Administrator may request the assistance of the Parties to facilitate providing notice and to accomplish such other purposes as may be approved by Defendants' Counsel and Settlement Class Counsel. The Parties shall reasonably cooperate with such requests.

4.4 The Settlement Administrator will administer and update the Settlement Website in accordance with the terms of this Settlement Agreement.

4.5 The Settlement Administrator will conduct Claims Administration in accordance with the terms of the Settlement Agreement, and any additional processes agreed to by Settlement Class Counsel and Defendants' Counsel, and subject to the Court's supervision and direction as circumstances may require.

4.6 To make a claim for monetary compensation, a Settlement Class Member must complete and submit a valid, timely Claim Form. Claim Forms shall be submitted by U.S. mail or electronically through the Settlement Website and must be postmarked or submitted no later than the Claim Deadline.

4.7 The Settlement Administrator will review and evaluate each Claim Form, including any required documentation submitted, for timeliness, completeness, and validity.

4.8 The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant has provided all documentation or information needed to complete the Claim Form, including any documentation required to support claims for compensation under Paragraph 3.2 above; and (3) when applicable, the information submitted could lead a reasonable person to conclude that the claimant is eligible for the category and/or amount for which a claim is submitted. The Settlement Administrator may, at any time, request from the claimant, in writing, additional information as the Settlement Administrator may reasonably require in order to evaluate the claim, *e.g.*, documentation requested on the Claim Form, information regarding the claimed losses, available insurance or other sources of reimbursement, the status of any claims made for insurance benefits or other reimbursement, and claims previously made for identity theft and the resolution thereof.

4.9 The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and twenty (120) Days after the Effective Date or (b) the date all

Claim Forms have been fully processed. Claim Forms and supporting documentation may be provided to the Court upon request and to Settlement Class Counsel and/or Defendants' Counsel to the extent requested or necessary to resolve Claims Administration issues pursuant to this Settlement Agreement. Defendants or the Settlement Administrator will provide other reports or information as requested by the Court.

4.10 Subject to the terms and conditions of this Settlement Agreement, Landmark or its insurers shall transmit needed claimant compensation funds to the Settlement Administrator, and the Settlement Administrator shall mail or otherwise provide checks for approved claims within sixty (60) Days of the Effective Date, or within sixty (60) Days of the date that the claim is approved, whichever is later. For the avoidance of doubt Landmark and its insurers shall be solely responsible for funding the Settlement and for all other financial obligations in connection with the Settlement. With the exception of Landmark, no other Defendant shall have any financial obligation in connection with this Settlement.

4.11 Checks for approved claims shall be mailed to the address provided by the Settlement Class Member on his or her Claim Form.

4.12 Cashing a check for an approved claim is a condition precedent to any Settlement Class Member's right to receive benefits under this Settlement Agreement. All checks issued under this section shall be void if not cashed within ninety (90) days of their date of issue and shall bear the language: "This check must be cashed within 90 days, after which time it is void." Checks issued pursuant to this section that are not cashed within ninety (90) days of their date of issue shall not be reissued. If a Settlement Class Member fails to cash a check issued under this section before it becomes void, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive

monetary relief under the Settlement shall be extinguished, and Landmark shall have no obligation to make payments to the Settlement Class Member for compensation or loss reimbursement under Paragraphs 3.1 through 3.3 or to make any other type of monetary relief to the Settlement Class Member. Such Settlement Class Member remains bound by all terms of the Settlement Agreement.

4.13 The settlement funds and benefits will not be subject to any non-claim statutes or any possible rights of forfeiture or escheat. All monies that might be paid are not vested, contingently due, or otherwise monies in which a Settlement Class Member has an enforceable right and shall remain the property of Landmark and its insurers until all conditions for payment have been met. No interest shall accrue or be payable in connection with any payment due under this Settlement Agreement.

4.14 Information submitted by Settlement Class Members in connection with submitted claims for benefits under this Settlement Agreement shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendants' Counsel.

5. NOTICE TO SETTLEMENT CLASS MEMBERS.

5.1 The Parties agree that the following Notice Program provides reasonable notice to the Settlement Class.

5.2 Notice shall be provided to Settlement Class Members via: (1) direct notice; and (2) notice on the Settlement Website.

5.3 Within seven (7) Days of the entry of the Preliminary Approval Order and engagement of a Settlement Administrator, Landmark shall provide the Settlement Administrator with the names, email addresses, and mailing addresses of the Settlement Class Members whose email and mailing addresses are known to Landmark. The Settlement Administrator shall, by using the National Change of Address ("NCOA") database maintained by the United States Postal Service ("Postal Service"), obtain updates, if any, to the mailing addresses.

5.4 Within thirty (30) Days of the entry of the Preliminary Approval Order (the “Notice Deadline”), the Settlement Administrator shall send the Notice in **Exhibit A** to all Settlement Class Members whose addresses are known to Defendants by email or, if email is unavailable or undeliverable, first-class U.S. mail.

5.5 If any Notice is returned by the Postal Service as undeliverable, the Settlement Administrator shall remail the Notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. Where the undeliverable Notice is returned without a forwarding address, the Settlement Administrator shall make reasonable efforts to ascertain the correct address of the Settlement Class Member whose Notice was returned undeliverable and remail the Notice. Other than as set forth in the preceding sentence, neither the Parties nor the Settlement Administrator shall have any obligation to remail a Notice to a Settlement Class Member.

5.6 The Notice emailed or mailed to Settlement Class Members will consist of a short-form notice in a form substantially similar to that attached hereto as **Exhibit A** (the “Short Notice”). The Settlement Administrator shall have discretion to format the Short Notice in a reasonable manner to minimize email formatting issues and mailing and administrative costs. Before Notices are emailed or mailed, Settlement Class Counsel and Defendants’ Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court.

5.7 No later than thirty (30) Days following entry of the Preliminary Approval Order and engagement of a Settlement Administrator, and prior to the emailing and mailing of the Notice to Settlement Class Members, the Settlement Administrator will create a dedicated Settlement

Website. The Settlement Administrator shall cause the Complaint, the Short Notice, the long-form Notice substantially similar to that attached hereto as **Exhibit B** (“Long Notice”), and the Claim Form (in a form substantially similar to that attached hereto as **Exhibit C**), as approved by the Court, as well as this Settlement Agreement, to be made available on the Settlement Website. The Settlement Website shall include an electronic Claim Form that can be filled out and submitted online. Any other content proposed to be included or displayed on the Settlement Website shall be approved in advance by Settlement Class Counsel and Defendants’ Counsel, which approval shall not be unreasonably withheld.

5.8 The Settlement Website shall be maintained and updated until sixty (60) Days after the Effective Date has passed.

5.9 Claim Forms shall be returned or submitted to the Settlement Administrator via U.S. mail or submitted through the Settlement Website by the Claim Deadline set by the Court or be forever barred.

5.10 Prior to the Final Approval Hearing, the Settlement Administrator shall provide to Settlement Class Counsel and Defendants’ Counsel to file with the Court an appropriate affidavit or declaration from the Settlement Administrator with respect to its compliance with the Court-approved Notice Program.

5.11 Landmark or its insurers shall pay the entirety of the Notice and Claims Administration Costs in accordance with the Preliminary Approval Order. With the exception of Landmark, no other Defendant shall have any financial obligation in connection with this Settlement.

6. OPT-OUT PROCEDURE.

6.1 Each Settlement Class Member shall have the right to opt-out and not participate in the Settlement Agreement, as provided for in the Preliminary Approval Order.

6.2 The Notice shall inform each Settlement Class Member of his or her right to request exclusion from the Settlement Class and not to be bound by this Settlement Agreement, if, within such time as is ordered by the Court (“Opt-Out Period”), the Settlement Class Member personally signs and timely submits, completes, and mails a request for exclusion (“Opt-Out Request”) to the Settlement Administrator at the address set forth in the Notice. To be effective, an Opt-Out Request must be postmarked no later than the final date of the Opt-Out Period.

6.3 The Parties will recommend to the Court that the Opt-Out Period be the sixty (60)-Day period beginning upon the Notice Deadline.

6.4 For a Settlement Class Member’s Opt-Out Request to be valid, it must (a) state his or her full name, address, and telephone number; (b) contain the Settlement Class Member’s personal and original signature (or the original signature of a person previously authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on behalf of the Settlement Class Member with respect to a claim or right, such as those in the Lawsuit); and (c) clearly manifest the Settlement Class Member’s intent to be excluded from the Settlement Class, to be excluded from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement. The Settlement Administrator shall promptly inform Settlement Class Counsel and Defendants’ Counsel of any Opt-Out Requests.

6.5 All Settlement Class Members who submit timely and valid Opt-Out Requests in the manner set forth in Paragraph 6.4, above, referred to herein as “Opt-Outs,” shall receive no benefits or compensation under this Settlement Agreement, shall gain no rights from the Settlement Agreement, shall not be bound by the Settlement Agreement, and shall have no right to object to the Settlement or proposed Settlement Agreement or to participate at the Final Approval Hearing. All Settlement Class Members who do not request to be excluded from the

Settlement Class in the manner set forth in Paragraph 6.4, above, shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any judgment entered thereon, regardless of whether he or she files a Claim Form or receives any monetary benefits from the Settlement.

6.6 An Opt-Out Request or other request for exclusion that does not fully comply with the requirements set forth in Paragraph 6.4, above, or that is not timely submitted or postmarked, or that is sent to an address other than that set forth in the Notice, shall be invalid, and the person submitting such request shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and any judgment entered thereon.

6.7 No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class involving more than one Settlement Class Member; or (b) to opt-out more than one Settlement Class Member on a single paper, or as an agent or representative. Any such purported Opt-Out Requests shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Opt-Out Requests shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Opt-Out Request.

6.8 Within fourteen (14) Days after the last Day of the Opt-Out Period, the Settlement Administrator shall furnish to Settlement Class Counsel and to Defendants' Counsel a complete list of all timely and valid Opt-Out Requests (the "Opt-Out List").

7. OBJECTIONS TO THE SETTLEMENT.

7.1 Any Settlement Class Member who wishes to object to the Settlement Agreement must submit a timely and valid written notice of his or her objection ("Objection") by the Objection Deadline (as defined herein). Such notice shall: (i) state the objecting Settlement Class Member's

full name, current address, telephone number, and email address (if any); (ii) contain the objecting Settlement Class Member's original signature; (iii) set forth information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (*e.g.*, copy of the Notice or copy of original notice of the Data Security Incident); (iv) set forth a statement of all grounds for the objection, including any legal support for the objection that the objector believes applicable; (v) identify all counsel representing the objector; (vi) state whether the objector and/or his or her counsel will appear at the Final Approval Hearing, and; (vii) contain the signature of the objector's duly authorized attorney or other duly authorized representative (if any), along with documentation setting forth such representation.

7.2 To be timely, an Objection in the appropriate form must be filed with the Clerk of the Court and mailed or hand delivered concurrently upon Settlement Class Counsel and Defendants' Counsel at addresses set forth in the Notice no later than sixty (60) Days after the Notice Deadline ("Objection Deadline"). The deadline for filing Objections shall be included in the Notice.

7.3 An objector is not required to attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must also file with the Court, and mail or hand-deliver to Settlement Class Counsel and Defendants' Counsel, a notice of appearance no later than sixty (60) Days after the Notice Deadline.

7.4 If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, the notice of appearance filed with the Court must also identify the attorney(s) representing the objector who will appear at the Final Approval Hearing and include each such attorney's name, address, phone number, email address, state bar(s) to which counsel is

admitted, as well as associated state bar numbers, and a list identifying all objections such counsel has filed to class action settlements in the past three (3) years, the results of each objection, any court opinions ruling on the objections, and any sanctions issued by a court in connection with objections filed by such attorney.

7.5 If the objecting Settlement Class Member intends to request permission from the Court to call witnesses at the Final Approval Hearing, the objecting Settlement Class Member must provide a list of any such witnesses together with a brief summary of each witness' expected testimony at least thirty (30) Days before the Final Approval Hearing.

7.6 Any Settlement Class Member who fails to comply in full with the requirements for objecting set forth in this Settlement Agreement, the Notice, and any applicable orders of the Court shall forever waive and forfeit any and all rights he or she may have to raise any Objection to the Settlement Agreement, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing, shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means, and shall be bound by the Settlement Agreement and by all proceedings, orders, and judgments in the Lawsuit. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this section. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Order and Judgment approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Texas Rules of Appellate Procedure and not through a collateral attack. Any objecting Settlement Class Member who appeals final approval of the Settlement Agreement will be required to post an appeal bond.

8. ATTORNEYS' FEES AND EXPENSES AND SERVICE AWARD.

8.1 The Parties did not discuss the payment of attorneys' fees, costs, expenses and/or any service award to Plaintiffs, as provided for herein, until after the substantive terms of the

settlement had been agreed upon. Plaintiffs shall seek a combined award of attorneys' fees and expenses not to exceed \$2,000,000, and Service Awards to be paid to each Plaintiff in an amount not to exceed one thousand five hundred dollars (\$1,500.00) each, which award is intended to recognize Plaintiffs for their efforts in the Lawsuit and commitment on behalf of the Settlement Class. If approved by the Court, Landmark or its insurers will pay the attorneys' fees and expense award, as well as the Service Awards, to an account established by the Settlement Administrator no later than twenty-one (21) Days after the Effective Date. With the exception of Landmark, no other Defendant shall have any financial obligation in connection with this Settlement. Landmark shall not oppose Plaintiffs' request for attorneys' fees and expenses so long as it does not exceed \$2,000,000.

8.2 Settlement Class Counsel will file the applications with the Court for the Service Awards and attorneys' fees and expenses no later than fourteen (14) Days prior to the deadlines for a Settlement Class Member to opt-out of or object to the Settlement, unless otherwise ordered by the Court.

8.3 The Parties agree that Landmark and its insurers will not in any event or circumstance be required to pay any amounts to Plaintiffs or Settlement Class Counsel for a Service Award or attorneys' fees and costs in excess of the amounts identified above in Paragraph 8.1.

8.4 The Parties agree that the Court's approval or denial of any request for Service Awards and/or attorneys' fees and costs are not conditions to this Settlement Agreement. The Parties further agree that the amount of the Service Awards, and of any award of attorneys' fees or costs, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No order of the Court, or modification,

reversal, or appeal of any order of the Court, concerning the amount of the Service Awards or any attorneys' fees or costs, ordered by the Court to be paid to Settlement Class Counsel, or Plaintiffs, shall affect whether the Final Order and Judgment is Final, cancel, or terminate this Settlement Agreement, or constitute grounds for cancellation or termination of this Settlement Agreement.

9. NOTICES.

9.1 All notices (other than the Notice) required by the Settlement Agreement shall be made in writing and communicated by mail or hand delivery to the following addresses:

All Notices to Settlement Class Counsel or Plaintiffs shall be sent to:

Gary M. Klinger
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**
227 W. Monroe Street, Suite 2100
Chicago, IL 60606

All Notices to Defendants' Counsel or Defendants shall be sent to:

David M. Ross
WILSON ELSE LLP
1500 K Street, NW, Suite 330
Washington, DC 20005

William "Pat" Huttenbach
Melinda M. Riseden
CRAIN CATON & JAMES
Five Houston Center, 1401 McKinney Street, Suite 1700
Houston, TX 77010

Donald M. Houser
ALSTON & BIRD LLP
One Atlantic Center, 1201 West Peachtree Street
Atlanta, GA 30309

9.2 Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of comments, Objections, Opt-Out Requests, or other documents, communications, or filings received as a result of the Notice.

10. SETTLEMENT APPROVAL PROCESS.

10.1 As soon as practicable after execution of this Settlement Agreement, the Parties shall jointly submit this Settlement Agreement to the Court and file a motion for preliminary approval of the settlement, requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit D**, or an order substantially similar to such form in both terms and cost, which:

- (a) Preliminarily approves this Settlement Agreement;
- (b) Certifies the Settlement Class for settlement purposes only pursuant to Section 2;
- (c) Finds that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing notice to Settlement Class Members;
- (d) Appoints the Settlement Administrator in accordance with the provisions of Paragraph 4.2;
- (e) Approves the Notice Program and directs the Settlement Administrator and Defendants to provide Notice to Settlement Class Members in accordance with the Notice Program provided for in this Settlement Agreement;
- (f) Approves a customary Short Notice to be emailed or mailed to Settlement Class Members in a form substantially similar to the one attached hereto as **Exhibit A** and a customary Long Notice in a form substantially similar to the one attached hereto as **Exhibit B**, which together shall include a fair summary of the Parties' respective litigation positions, the general terms of the Settlement set forth in this Settlement Agreement, instructions for how to opt-out of or object to the Settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time, and place of the Final Approval Hearing;

(g) Approves a Claim Form substantially similar to that attached hereto as **Exhibit C**, and directs the Settlement Administrator to conduct Claims Administration in accordance with the provisions of this Settlement Agreement;

(h) Approves the Opt-Out and Objection procedures as outlined in this Settlement Agreement;

(i) Schedules a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the proposed Settlement and whether it should be finally approved by the Court;

(j) Appoints Settlement Class Counsel;

(k) Appoints Plaintiffs as the Settlement Class Representatives; and

(l) Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement.

11. FINAL APPROVAL HEARING.

11.1 Settlement Class Counsel and Defendants' Counsel shall request that after Notice is completed, the Court hold a Final Approval Hearing and grant final approval of the Settlement set forth herein. The Parties will recommend that the Final Approval Hearing be scheduled no earlier than one hundred twenty (120) Days after the entry of the Preliminary Approval Order.

11.2 Plaintiffs will file with the Court their brief in support of final approval no later than fourteen (14) Days before the Final Approval Hearing, or as directed by the Court.

11.3 Plaintiffs will file with the Court their brief in support of attorneys' fees and costs and Service Award no later than fourteen (14) Days prior to the deadline for Settlement Class Members to object or exclude themselves from the Settlement Agreement, or as directed by the Court.

11.4 The Parties shall ask the Court to enter a Final Order and Judgment in substantially the same form as **Exhibit E** attached hereto.

11.5 If and when the Final Order and Judgment becomes Final, the Lawsuit shall be dismissed with prejudice, without the Court awarding attorneys' fees, costs, or expenses except as otherwise set forth in this Settlement Agreement.

12. TERMINATION OF THIS SETTLEMENT AGREEMENT.

12.1 Each Party shall have the right to terminate this Settlement Agreement if:

(a) The Court denies preliminary approval of this Settlement Agreement (or grants preliminary approval through an order that is not substantially similar in form and substance to **Exhibit D** attached hereto);

(b) The Court denies final approval of this Settlement Agreement (or grants final approval through an order that materially differs in substance from **Exhibit E** attached hereto); or

(c) An appellate court reverses final approval or materially modifies the Final Order and Judgment such that it materially differs in substance from Exhibit E attached hereto.

12.2 In the event that within twenty (20) Days after the Opt-Out Date, as approved by the Court, more than two percent (2%) of the Settlement Class has submitted Opt-Out Requests, Defendants may, by notifying Settlement Class Counsel, in writing, void this Settlement Agreement. If Defendants void the Settlement Agreement pursuant to this paragraph, Landmark or its insurers shall be obligated to pay all Notice and Claims Administrations Costs incurred, but not any attorneys' fees and costs of Settlement Class Counsel and Plaintiffs' counsel and any Service Awards, and Landmark shall not seek recovery of same from any other party to the Lawsuit or from counsel to any other party to the Lawsuit, and the Parties recognize and understand that the non-Landmark Defendants are not required to pay any such amounts.

12.3 If a Party elects to terminate this Settlement Agreement under this Section 12, that Party must provide written notice to the other Party's counsel, by hand delivery, mail, or email within ten (10) Days of the occurrence of the condition permitting termination.

12.4 Nothing shall prevent Plaintiffs or Defendants from appealing or seeking other appropriate relief from an appellate court with respect to any denial by the Court of final approval of the Settlement. In the event such appellate proceedings result, by order of the appellate court or by an order after remand or a combination thereof, in the entry of an order(s) whereby the Settlement is approved in a manner substantially consistent with the substantive terms and intent of this Settlement Agreement, and dismissing all claims in the Lawsuit with prejudice, and otherwise meeting the substantive criteria of this Settlement Agreement for approval of the Settlement, such order shall be treated as a Final Order and Judgment.

12.5 If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then: (i) this Settlement Agreement and all orders entered in connection therewith shall be rendered null and void; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Lawsuit or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*; (iii) Landmark or its insurers shall be responsible for all Notice and Claims Administration Costs incurred prior to the termination or disapproval; (iv) all Parties shall be deemed to have reverted to their respective positions and status in the Lawsuit as of the date this Settlement Agreement was executed and shall jointly request that a new case schedule be entered by the Court; and (v) Defendants shall not have any payment, reimbursement, or other financial

obligation of any kind as a result of this Settlement Agreement, with the exception of Landmark and its insurers' obligations solely pursuant to subpart (iii) above.

13. RELEASES.

13.1 As of the Effective Date, all Releasing Parties, on behalf of themselves, their heirs, assigns, beneficiaries, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, hereby expressly, generally, absolutely, unconditionally, and forever release and discharge any and all Released Claims against the Released Persons, except for claims relating to the enforcement of the Settlement or this Settlement Agreement (the "Release"). No other action, demand, suit, arbitration, or other claim may be pursued against Defendants or any Released Persons with respect to the Released Claims.

13.2 Without in any way limiting the scope of the Release, the Release covers, without limitation, any and all claims for attorneys' fees, costs, and expenses incurred by Settlement Class Counsel or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner to the Lawsuit, the Data Security Incident, the Settlement, the administration of such Settlement and/or the Released Claims, as well as any and all claims for the Service Awards to Plaintiffs.

13.3 Subject to Court approval, as of the Effective Date, all Settlement Class Members shall be bound by this Settlement Agreement and the Release and all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Lawsuit or this Settlement.

13.4 As of the Effective Date, the Released Persons are deemed, by operation of the entry of the Final Order and Judgment, to have fully released and forever discharged Plaintiffs, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, of and from any claims arising out of the Lawsuit

or the Settlement. Any other claims or defenses Defendants or other Released Persons may have against Plaintiffs, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiffs or Settlement Class Members, including, without limitation, any claims based upon or arising out of any employment, debtor-creditor, contractual, or other business relationship that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Lawsuit or the Released Claims are not released, are specifically preserved and shall not be affected by the preceding sentence.

13.5 Nothing in the Release shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein.

14. EFFECTIVE DATE.

14.1 The “Effective Date” of this Settlement Agreement shall be ten (10) Days after the date when each and all of the following conditions have occurred:

(a) This Settlement Agreement has been fully executed by all Parties and their counsel;

(b) The Court has entered the Preliminary Approval Order without material change to the Parties’ agreed-upon proposed Preliminary Approval Order attached as Exhibit D;

(c) The Court-approved Short Notice has been sent, and the Settlement Website has been duly created and maintained as ordered by the Court; and

(d) The Court has entered the Final Order and Judgment without material change to the Parties’ agreed-upon proposed Final Order and Judgment attached as Exhibit E, and (i) no appeal has been taken from the judgment as of the date on which all times to appeal or seek permission to appeal therefrom have expired, or (ii) if an appeal or other review proceeding of the judgment has been commenced, such appeal or other review is

finally concluded and no longer is subject to further review by any court, whether by appeal, petitions or rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari, or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Order and Judgment in all material respects.

15. MISCELLANEOUS PROVISIONS.

15.1 The recitals and exhibits to this Settlement Agreement are an integral part of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

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

15.3 This Settlement Agreement is for settlement purposes only. No provision contained in this Settlement Agreement or any action taken hereunder shall constitute or be construed as an admission of the merit or validity of any claim or any fact alleged in the Lawsuit or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Defendants or the Released Persons or any admission by Defendants or the Released Persons with respect to any claim or allegation made in any action or proceeding or any concession as to the merit of any of the claims asserted by Plaintiffs in the Lawsuit or as to the Data Security Incident. This Settlement Agreement shall not be offered or be admissible in evidence against any Party or the Released Persons or cited or referred to in any action or proceeding, except in an action or proceeding brought to enforce its terms. Nothing contained herein is or shall be construed or admissible as an admission by Defendants or the Released Persons that Plaintiffs' claims or any similar claims are suitable for class treatment outside of this Settlement.

15.4 In the event that there are any developments in the effectuation and administration of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement, then such matters shall be dealt with as agreed upon by the Parties, and failing such agreement, as shall be ordered by the Court. The Parties shall execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Settlement Agreement and to take all necessary or appropriate actions to obtain judicial approval of this Settlement Agreement in order to give this Settlement Agreement full force and effect.

15.5 No Person shall have any claim against Plaintiffs, Settlement Class Counsel, Defendants, Defendants' Counsel, the Settlement Administrator, the Released Persons, or their agents based on administration of the Settlement substantially in accordance with the terms of the Settlement Agreement or any court order.

15.6 This Settlement Agreement constitutes the entire agreement between the Parties with respect to the settlement of the Lawsuit. This Settlement Agreement supersedes all prior negotiations and agreements with respect to the settlement of the Lawsuit and may not be modified or amended, except by a writing signed by or on behalf of the Parties or their respective successors-in-interest. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part of the subject matter of this Settlement Agreement has been made or relied on, except as expressly set forth in this Settlement Agreement.

15.7 There shall be no waiver of any term or condition absent an express writing to that effect by the waiving Party. No waiver of any term or condition in this Settlement Agreement shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Settlement Agreement.

15.8 This Settlement Agreement does not affect any contractual rights or obligations concerning indemnity or contribution that may exist as between Defendants.

15.9 In the event a third party, such as a bankruptcy trustee, former spouse, or other third party, has or claims to have a claim against any payment made or to be made to a Settlement Class Member, it is the sole responsibility of the Settlement Class Member to transmit the funds to such third party in satisfaction of such claims.

15.10 This Settlement Agreement shall not be construed more strictly against one Party than another merely because of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that because of the arm's-length negotiations resulting in the Settlement Agreement, all Parties have contributed substantially and materially to the preparation of the Settlement Agreement. All terms, conditions, and exhibits are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

15.11 The Court shall retain jurisdiction, after entry of the Final Order and Judgment, with respect to implementation and enforcement of the terms of this Settlement Agreement, and all Parties and Settlement Class Members submit to the exclusive jurisdiction of the Court for purposes of the implementation and enforcement of the Settlement embodied in this Settlement Agreement and any dispute with respect thereto.

15.12 The following rules of interpretation shall apply to this Agreement:

- (a) Definitions apply to the singular and plural forms of each term defined.
- (b) Definitions apply to the masculine, feminine, and neuter genders of each term defined.

(c) Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall not be limiting but rather shall be deemed to be followed by the words “without limitation.”

15.13 This Settlement Agreement shall be construed under and governed by the laws of the State of Texas without regard to its choice of law provisions.

15.14 In the event that any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, which shall remain in full force and effect as though the invalid, illegal, or unenforceable provision had never been a part of this Settlement Agreement, as long as the benefits to Defendants or the Settlement Class Members are not materially altered as the result of the invalid, illegal, or unenforceable provision.

15.15 This Settlement Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

15.16 The headings used in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement. In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

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

15.18 This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it and all of which shall be deemed a single Settlement Agreement.

15.19 Each Party to this Settlement Agreement and the signatories thereto warrant that he, she, or it is acting upon his, her, or its independent judgment and the advice of his, her, or its

counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

15.20 Each signatory below warrants that he or she has authority to execute this Settlement Agreement and bind the Party on whose behalf he or she is executing the Settlement Agreement.

IN WITNESS WHEREOF, the Parties have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

Dated: July 16, 2025

Dated: July 16, 2025

/s/ 

David M. Ross
WILSON ELSE LLP
1500 K Street, NW, Suite 330
Washington, DC 20005
202-626-7687
dross@wilsonelser.com

Counsel for Landmark Admin. LLC

/s/ _____

William "Pat" Huttenbach
Melinda M. Riseden
CRAIN CATON & JAMES
Five Houston Center
1401 McKinney Street, Suite 1912
Houston, TX 77010
713-752-8698
whuttenbach@craincaton.com
mriseden@craincaton.com

Counsel for Defendants American Benefit Life Insurance Company, American Monumental Life Insurance Company, Capitol Life Insurance Company, Continental Mutual Insurance Company, and Liberty Bankers Life Insurance Company

/s/ _____

Gary M. Klinger
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**
227 W. Monroe Street, Suite 2100
Chicago, IL 60606
866-252-0878
gklinger@milberg.com

Tyler J. Bean
SIRI & GLIMSTAD LLP
745 Fifth Avenue, Suite 500
New York, NY 10151
929-677-5144
tbean@sirillp.com

A. Brooke Murphy
MURPHY LAW FIRM
4116 Will Rogers Pkwy, Suite 700
Oklahoma City, OK 73108
405-389-4989
abm@murphylegalfirm.com

Attorneys for Plaintiff and the Settlement Class

counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

15.20 Each signatory below warrants that he or she has authority to execute this Settlement Agreement and bind the Party on whose behalf he or she is executing the Settlement Agreement.

IN WITNESS WHEREOF, the Parties have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

Dated: July 16, 2025

Dated: July 16, 2025

/s/

David M. Ross
WILSON ELSEER LLP
1500 K Street, NW, Suite 330
Washington, DC 20005
202-626-7687
dross@wilsonelser.com

Counsel for Landmark Admin. LLC

/s/

Melinda M. Riseden
William "Pat" Huttenbach
Melinda M. Riseden
CRAIN CATON & JAMES
Five Houston Center
1401 McKinney Street, Suite 1912
Houston, TX 77010
713-752-8698
whuttenbach@craincaton.com
mriseden@craincaton.com

Counsel for Defendants American Benefit Life Insurance Company, American Monumental Life Insurance Company, Capitol Life Insurance Company, Continental Mutual Insurance Company, and Liberty Bankers Life Insurance Company

/s/

Gary M. Klinger
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**
227 W. Monroe Street, Suite 2100
Chicago, IL 60606
866-252-0878
gklinger@milberg.com

Tyler J. Bean
SIRI & GLIMSTAD LLP
745 Fifth Avenue, Suite 500
New York, NY 10151
929-677-5144
tbean@sirillp.com

A. Brooke Murphy
MURPHY LAW FIRM
4116 Will Rogers Pkwy, Suite 700
Oklahoma City, OK 73108
405-389-4989
abm@murphylegalfirm.com

Attorneys for Plaintiff and the Settlement Class

counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

15.20 Each signatory below warrants that he or she has authority to execute this Settlement Agreement and bind the Party on whose behalf he or she is executing the Settlement Agreement.

IN WITNESS WHEREOF, the Parties have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

Dated: July 16, 2025

Dated: July 16, 2025

/s/

David M. Ross
WILSON ELSE LLP
1500 K Street, NW, Suite 330
Washington, DC 20005
202-626-7687
dross@wilsonelser.com

Counsel for Landmark Admin. LLC

/s/

William "Pat" Huttenbach
Melinda M. Riseden
CRAIN CATON & JAMES
Five Houston Center
1401 McKinney Street, Suite 1912
Houston, TX 77010
713-752-8698
whuttenbach@craincaton.com
mriseden@craincaton.com

Counsel for Defendants American Benefit Life Insurance Company, American Monumental Life Insurance Company, Capitol Life Insurance Company, Continental Mutual Insurance Company, and Liberty Bankers Life Insurance Company

/s/

Gary M. Klinger
Gary M. Klinger
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**
227 W. Monroe Street, Suite 2100
Chicago, IL 60606
866-252-0878
gklinger@milberg.com

Tyler J. Bean
SIRI & GLIMSTAD LLP
745 Fifth Avenue, Suite 500
New York, NY 10151
929-677-5144
tbean@sirillp.com

A. Brooke Murphy
MURPHY LAW FIRM
4116 Will Rogers Pkwy, Suite 700
Oklahoma City, OK 73108
405-389-4989
abm@murphylegalfirm.com

Attorneys for Plaintiff and the Settlement Class

/s/ *Donald M. Houser*

Donald Houser

ALSTON & BIRD LLP

One Atlantic Center

1201 West Peachtree Street

Atlanta, GA 30309

404-881-4749

donald.houser@alston.com

*Counsel for Defendant Accendo Insurance
Company*

EXHIBIT A

Who is a Settlement Class Member? All persons in the United States (including all territories and U.S. military installations worldwide) whose Private Information was potentially implicated, accessed, compromised, or impacted as a result of the Data Security Incident, including all persons who were mailed notification letters concerning the Data Security Incident. Excluded from the Settlement Class are: (a) Defendants' officers and directors; and (b) any entity in which Defendants have a controlling interest. Also excluded from the Settlement Class are members of the judiciary to whom this case is assigned, and their families and members of their staff.

What are the benefits? Settlement Class members may submit a claim for one of the following benefits: **Claim A: Documented Economic Losses.** Settlement Class Members may be eligible for compensation for documented losses, up to a total of \$2,500.00 per claimant, upon submission of a valid Claim Form and supporting documentation. **Claim B: Pro Rata Cash Payment.** In lieu of compensation for documented losses, Settlement Class Member may elect to receive a \$30 cash payment, subject to a downward *pro rata* adjustment.

How do I make a Claim? To make a claim for monetary compensation, you must complete and submit a valid Claim Form by **[deadline]**. Claim Forms may be submitted online on the Settlement Website at **[website]** or mailed to the Settlement Administrator postmarked by **[deadline]**.

What are my other rights? Do Nothing: If you do nothing, you remain in the Class, you will not be eligible for monetary compensation, and you will be bound by the decisions of the Court and give up your rights to sue Defendants and other Released Persons for the claims resolved by this Settlement. **Opt-Out:** You can exclude yourself from the Settlement and keep your right to sue for the claims being released in the Settlement, but you will not get any money from the Settlement. You must submit an Opt-Out Request to the Settlement Administrator, postmarked by **[deadline]**. **Object:** You can stay in the Settlement but tell the Court why you think the Settlement should not be approved. Your objection must be filed by **[deadline]**.

Detailed instructions on how to file a Claim Form, opt-out, or object, can be found in the Long Notice available on the Settlement Website at **[website]**.

The Court will hold the Final Approval Hearing on **[date, time]** to consider whether the proposed Settlement is fair, reasonable, and adequate, to consider an award of attorneys' fees and expenses not to exceed \$2,000,000, and Service Awards not to exceed \$1,500 to each of the Plaintiffs, and whether the Settlement should be approved. You may attend the hearing, but you don't have to.

This is only a summary. For more information, visit the Settlement Website at **[website]** or call **[phone number]**.

If your Private Information was potentially accessible as a result of the Data Security Incident experienced by Landmark Admin, LLC from May 13, 2024 to June 17, 2024, you may be eligible for payment from a class action Settlement.

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

What is this case about? A settlement has been reached in a class action lawsuit against Landmark Admin, LLC (“Landmark”), American Benefit Life Insurance Company, American Monumental Life Insurance Company, Capitol Life Insurance Company, Continental Mutual Insurance Company, Liberty Bankers Life Insurance Company and Accendo Insurance Company (collectively “Defendants”) relating to a data security incident that occurred from May 13, 2024 to June 17, 2024, in which Private Information of certain individuals was potentially implicated, accessed, compromised or impacted (the “Data Security Incident”). The Lawsuit is *Newson, et al v. Landmark Admin, LLC, et al.*, pending in the District Court for Dallas County, Texas. Plaintiffs brought claims against Defendants concerning the Data Security Incident asserting claims such as negligence, breach of implied contract, unjust enrichment, breach of third-party beneficiary contract, breach of confidence, and intrusion upon seclusion/invasion of privacy. Defendants deny all of the claims and allegations of wrongdoing.

For more information, visit [website] or call toll-free [phone number].

Landmark Settlement Administrator

P.O. Box XXX

Baton Rouge, LA 70821

ELECTRONIC SERVICE REQUESTED

SETTLEMENT CLAIM ID [ID]

[FIRST NAME] [LAST NAME]

[ADDRESS]

[ADDRESS]

[CITY] [STATE] [ZIP]



Postal Service: Do Not Mark or Cover Barcode

If your Private Information was potentially accessible as a result of the Data Security Incident experienced by Landmark Admin, LLC from May 13, 2024 to June 17, 2024, you may be eligible for payment from a class action settlement.

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

Click **HERE** to file a Claim. Your Settlement Claim ID is [**Claim ID**]

What is this case about? A settlement has been reached in a class action lawsuit against Landmark Admin, LLC (“Landmark”), American Benefit Life Insurance Company, American Monumental Life Insurance Company, Capitol Life Insurance Company, Continental Mutual Insurance Company, Liberty Bankers Life Insurance Company and Accendo Insurance Company (collectively “Defendants”) relating to a data security incident that occurred from May 13, 2024 to June 17, 2024, in which Private Information of certain individuals was potentially implicated, accessed, compromised or impacted (the “Data Security Incident”). The Lawsuit is *Newson, et al v. Landmark Admin, LLC, et al.*, pending in the District Court for Dallas County, Texas. Plaintiffs brought claims against Defendants concerning the Data Security Incident asserting claims such as negligence, breach of implied contract, unjust enrichment, breach of third-party beneficiary contract, breach of confidence, and intrusion upon seclusion/invasion of privacy. Defendants deny all of the claims and allegations of wrongdoing.

Who is a Settlement Class Member? All persons in the United States (including territories and U.S. military installations worldwide) whose Private Information was potentially implicated, accessed, compromised, or impacted as a result of the Data Security Incident, including all persons who were mailed notification letters concerning the Data Security Incident. Excluded from the Settlement Class are: (a) Defendant’s officers and directors; and (b) any entity in which Defendants have a controlling interest. Also excluded from the Settlement Class are members of the judiciary to whom this case is assigned, their families and members of their staff.

What are the benefits? Settlement Class Members may submit a claim for one of the following benefits: **Claim A: Documented Economic Losses.** Settlement Class Members may be eligible for compensation for documented losses, up to a total of \$2,500.00 per claimant, upon submission of a valid Claim Form and supporting documentation. **Claim B: Pro Rata Cash Payment.** In lieu of compensation for documented losses, Settlement Class Member may elect to receive a \$30 cash payment, subject to a downward *pro rata* adjustment.

How do I make a Claim? To make a claim for monetary compensation, you must complete and submit a valid Claim Form by [**deadline**]. Claim Forms may be submitted online on the Settlement Website at [**website**] or mailed to the Settlement Administrator postmarked by [**deadline**].

What are my other rights? Do Nothing: If you do nothing, you remain in the Class, you will not be eligible for monetary compensation, and you will be bound by the decisions of the Court and give up your rights to sue Defendants and other Released Persons for the claims resolved by this

Settlement. **Opt-Out:** You can exclude yourself from the Settlement and keep your right to sue for the claims being released in the Settlement, but you will not get any money from the Settlement. You must submit an Opt-Out Request to the Settlement Administrator, postmarked by **[deadline]**. **Object:** You can stay in the Settlement but tell the Court why you think the Settlement should not be approved. Your objection must be filed by **[deadline]**.

Detailed instructions on how to file a Claim Form, opt-out, or object, can be found in the Long Notice available on the Settlement Website at **[website]**.

The Court will hold the Final Approval Hearing on **[date, time]** to consider whether the proposed Settlement is fair, reasonable, and adequate, to consider an award of attorneys' fees and expenses not to exceed \$2,000,000, and Service Awards not to exceed \$1,500 to each of the Plaintiffs, and whether the Settlement should be approved. You may attend the hearing, but you don't have to.

This is only a summary. For more information, visit the Settlement Website at **[website]** or call toll-free **[phone number]**.

EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Newson, et al. v. Landmark Admin, LLC, et al.

District Court for Dallas County, Texas

If your Private Information was potentially accessible as a result of the Data Security Incident experienced by Landmark Admin, LLC from May 13, 2024 to June 17, 2024, you may be eligible for payment from a class action Settlement.

*A court has authorized this Notice. This is **not** a solicitation from a lawyer.*

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

- A Settlement has been proposed in a class action lawsuit against Landmark Admin, LLC (“Landmark”), American Benefit Life Insurance Company, American Monumental Life Insurance Company, Capitol Life Insurance Company, Continental Mutual Insurance Company, Liberty Bankers Life Insurance Company and Accendo Insurance Company (collectively “Defendants”). The Settlement resolves claims related to the data security incident that occurred from May 13, 2024 to June 17, 2024, in which Plaintiffs’ and Settlement Class Members’ Private Information was potentially implicated, accessed, compromised or impacted (the “Data Security Incident”).
- The Settlement Class includes all persons in the United States (including all territories and U.S. military installations worldwide) whose Private Information was potentially implicated, accessed, compromised, or impacted as a result of the Data Security Incident, including all persons who were mailed notification letters concerning the Data Security Incident. Excluded from the Settlement Class are: (a) Defendants’ officers and directors; and (b) any entity in which Defendants have a controlling interest. Also excluded from the Settlement Class are members of the judiciary to whom this case is assigned, and their families and members of their staff.
- Settlement Class Members who submit a valid and timely Claim Form may receive compensation for documented losses relating to the Data Security Incident, up to a total of \$2,500.00. In lieu of compensation for documented losses, Settlement Class Member may elect to receive a \$30 cash payment, subject to a downward *pro rata* adjustment.

Summary of Your Legal Rights and Options		Deadline
SUBMIT A CLAIM FORM	The only way to get a payment is to submit a valid and timely Claim Form.	Submitted online or postmarked by [deadline]
OPT OUT OF THE SETTLEMENT	Get no payment. Keep your right to file your own lawsuit against Defendants and other Released Persons about claims resolved by this Settlement.	Postmarked by [deadline]
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	Tell the Court the reasons why you do not believe the Settlement should be approved. You can also ask to speak to the Court at the hearing on [hearing date] about the fairness of the Settlement, with or without your own attorney.	Postmarked by [deadline]
DO NOTHING	Get no payment and be bound by the terms of the Settlement.	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court must still decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement after any appeals are resolved.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION..... 5-6

- 1. Why did I get this notice?**
- 2. What is this lawsuit about?**
- 3. What is a class action?**
- 4. Why is there a settlement?**

WHO IS IN THE SETTLEMENT 6

- 5. Who is in the Settlement?**
- 6. Are there exceptions to being included?**
- 7. What should I do if I'm not sure whether I am included?**

THE SETTLEMENT BENEFITS 6-7

- 8. What does the Settlement provide?**
- 9. What can I get from the Settlement?**
- 10. What am I giving up if I stay in the class?**

HOW TO GET A PAYMENT – MAKING A CLAIM..... 7-8

- 11. How can I get a payment?**
- 12. When will I get my payment?**

THE LAWYERS REPRESENTING YOU 8-9

- 13. Do I have a lawyer in this case?**
- 14. Should I get my own lawyer?**
- 15. How will the lawyers be paid?**

EXCLUDING YOURSELF FROM THE SETTLEMENT 9-10

- 16. How do I get out of the Settlement?**
- 17. If I am a settlement class member and don't opt out, can I sue the Defendants for the same thing later?**
- 18. What happens if I opt out?**

COMMENTING ON OR OBJECTING TO THE SETTLEMENT 10-11

- 19. How do I tell the Court I don't like the Settlement?**
- 20. What's the difference between objecting and opting out?**

THE COURT'S FINAL APPROVAL HEARING 11-12

- 21. When and where will the Court decide whether to approve the Settlement?**
- 22. Do I have to come to the Final Approval Hearing?**
- 23. May I speak at the hearing?**

IF I DO NOTHING12

- 24. What happens if I do nothing at all?**

GETTING MORE INFORMTION12

- 25. Are more details about the Settlement available?**
- 26. How do I get more information?**

BASIC INFORMATION

1. Why did I get this notice?

You received this notice because you have been identified as a person whose Private Information was potentially accessible as a result of the Data Security Incident, and you may have previously received a notification letter about the Data Security Incident.

A Court authorized this notice because you have a right to know about your rights under the proposed class action Settlement before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, the Settlement Administrator appointed by the Court will provide the benefits and make the payments that the Settlement allows, and any and all legal claims against Defendants and other Released Persons will be released and dismissed.

This notice explains the Lawsuit, the Settlement, your rights, what benefits are available, who is eligible for them, and how to get them. The Lawsuit is *Newson, et al. v. Landmark Admin, LLC, et al.*, pending in the District Court for Dallas County, Texas. The people who filed the Lawsuit are called the Plaintiffs and the entities they sued are called the Defendants.

2. What is this lawsuit about?

The Lawsuit alleges that Defendants were responsible for failing to prevent the Data Security Incident, and asserts claims such as negligence, breach of implied contract, unjust enrichment, breach of third-party beneficiary contract, breach of confidence, and intrusion upon seclusion/invasion of privacy. Defendants deny all of the claims and allegations of wrongdoing.

3. What is a class action?

In a class action, one or more people called Class Representatives sue on behalf of people who they allege have similar claims. Together, all these people are called a Class or Class members. One Court and one judge resolves the issues for all Class members, except for those who exclude themselves from the Class.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to a Settlement. That way, they avoid the costs and risks of a trial, and Settlement Class Members can get benefits or compensation. The Plaintiffs and Settlement Class Counsel think the Settlement is in the best interest of the Settlement Class.

WHO IS IN THE SETTLEMENT?

5. Who is in the Settlement?

The Settlement Class is defined as: all persons in the United States (including all territories and U.S. military installations worldwide) whose Private Information was potentially implicated, accessed, compromised, or impacted as a result of the Data Security Incident, including all persons who were mailed notification letters concerning the Data Security Incident.

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are: (a) Defendants' officers and directors; and (b) any entity in which Defendants have a controlling interest. Also excluded from the Settlement Class are members of the judiciary to whom this case is assigned, their families and members of their staff.

7. What should I do if I am not sure whether I am included?

If you are not sure whether you are included in the Settlement Class, you can ask for free help by calling the Settlement Administrator at [phone number], sending an email to [email address] or you can visit [website] for more information.

THE SETTLEMENT BENEFITS

8. What does the Settlement Provide?

Under the Settlement, the entire amount that Landmark will be obligated to pay, including all settlement benefits to be paid for valid claims for monetary benefits, the costs of notice and settlement administration, the amount of Plaintiffs' Service Awards payment and the amount of Plaintiffs' Counsel's attorneys' fees and expenses, is subject to an overall cap of \$6,000,000.00.

Business Practice Commitments. Landmark agrees to continue to provide security for Private Information. Landmark agrees to pay for such remedial costs separate and apart from other settlement benefits. Landmark is willing to provide, at the request of Settlement Class Counsel, a confidential declaration describing information security improvements it has undertaken since the Data Security Incident and estimating the cost of these improvements

9. What can I get from the Settlement?

Settlement Class Members who submit a valid and timely Claim Form may choose one of the applicable claim categories below.

Claim A: Documented Economic Losses. Settlement Class Members may be eligible for compensation for documented losses, up to a total of \$2,500.00 per claimant, upon submission of a valid Claim Form and supporting documentation provided that: (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft or as otherwise related to the Data Security Incident; (ii) the loss was more likely than not caused by the Data Security Incident; and (iii) the loss was incurred after the timeframe of the Data Security Incident.

Claim B: Pro Rata Cash Payment. In lieu of Claim A, Settlement Class Members may elect to receive a \$30 cash payment, subject to a pro rata adjustment downward in the event that the \$6,000,000.00 aggregate cap is exceeded.

10. What am I giving up if I stay in the Class?

If you are a Settlement Class Member and you do not exclude yourself from the Settlement, you will give up your right to sue, continue to sue, or be part of any other lawsuit against Defendants and other Released Persons concerning the claims released by this Settlement. The Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The entire Settlement Agreement can be viewed at [\[website\]](#).

How to Get a Payment – Making A Claim

11. How can I get a payment?

To make a claim for monetary compensation, you must complete and submit a valid Claim Form by [\[deadline\]](#). Claim Forms may be submitted online by visiting the Settlement Website at [\[website\]](#), or mailed to the Settlement Administrator postmarked by [\[deadline\]](#) to:

Landmark Settlement Administrator
P.O. Box [XXX](#)
Baton Rouge, LA 70821

The Settlement Administrator will review and evaluate each Claim Form, including any required documentation submitted, for timeliness, completeness, and validity.

12. When will I get my payment?

The Court will hold a Final Approval Hearing on [\[date, time\]](#) to decide whether to approve the Settlement. Payments will be made after the Settlement is approved and becomes final (meaning there is no appeal from the order approving the Settlement). Updates regarding the Settlement will be posted on the Settlement Website at [\[website\]](#).

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

Yes. The law firms of Milberg Coleman Bryson Phillips Grossman, PLLC, Siri & Glimstad LLP, and Murphy Law Firm represent the Settlement Class. These lawyers are called Settlement Class Counsel. You will not be charged for their services.

14. Should I get my own lawyer?

If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer's services. For example, you can ask your own lawyer to appear in court for you if you want someone other than Settlement Class Counsel to speak for you. You may also appear for yourself without a lawyer.

15. How will the lawyers be paid?

The attorneys representing the Class have not yet received any payment for their legal services or any reimbursement of the expenses they have incurred. Settlement Class Counsel will seek a combined award of attorneys' fees and expenses not to exceed \$2,000,000.00, and Service Awards to be paid to each Plaintiff in an amount not to exceed \$1,500.00 each to recognize Plaintiffs for their efforts in the litigation and commitment on behalf of the Settlement Class. The Court will determine whether to approve the amount of fees and expenses requested by Settlement Class Counsel and the proposed Service Awards to the Plaintiffs.

The Plaintiffs are Raymond Newson, Britton Bryant, Donald Tanner, Edna Whitten, Folayan Payne, Drenetha Goff, Kara Montague, Karina Barratt, Lynda Roberts, Randy Jackson, Rozalynn Fisher, Shalene Willis and Sherika Dodson.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I get out of the Settlement?

If you are a Settlement Class Member and you do not want to be bound by the Settlement Agreement, and you want to keep your right, if any, to sue Defendants or other Released Persons on your own about the legal issues in this Lawsuit, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement Class.

To request exclusion from the Settlement Class, you must personally sign and timely submit an Opt-Out Request to the Settlement Administrator, mailed to the address below and postmarked no later than **[deadline]**.

Landmark Settlement Administrator

P.O. Box XXX
Baton Rouge, LA 70821

For an Opt-Out Request to be valid, it must include:

- 1) Your full name, address, and telephone number;
- 2) Your personal and original signature (or the original signature of a person previously authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on behalf of the Settlement Class Member with respect to a claim or right, such as those in the Lawsuit);
- 3) Clear intent to be excluded from the Settlement Class, to be excluded from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement.

An Opt-Out Request or other request for exclusion that does not fully comply with the requirements above, or that is not timely submitted or postmarked, or that is sent to an address other than that listed above, will be invalid, and the person submitting such request will be treated as a Settlement Class Member and be bound by the Settlement Agreement, including the Release.

17. If I am a Settlement Class Member and don't opt out, can I sue the Defendants for the same thing later?

No. You must opt out of the Settlement to keep your right to sue Defendants or other Released Persons for any of the claims resolved by the Settlement.

18. What happens if I opt out?

If you opt out of the Settlement, you will not have any rights as a member of the Settlement Class. You will receive no benefits or compensation under the Settlement Agreement. You will not be bound by the Settlement, the Release, or by any further orders or judgments in this case. You will keep the right, if any, to sue on the claims alleged in the Lawsuit at your own expense.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

19. How do I tell the Court if I don't like the Settlement?

If you are a Settlement Class Member and you do not opt out of the Settlement, you can object to the Settlement Agreement. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before making a decision. A written Objection must be filed with the Clerk of Court and mailed or hand delivered concurrently upon Settlement Class Counsel and Defendants' Counsel no later than [deadline].

Your Objection must:

- 1) State your full name, current address, telephone number, and email address (if any);
- 2) Contain your original signature;
- 3) Set forth information identifying you as a Settlement Class Member, including proof that you are within the Settlement Class (*e.g.*, copy of the Notice or copy of original notice of the Data Security Incident);
- 4) Set forth a statement of all grounds for the objection, including any legal support for the objection that you believe applicable;
- 5) Identify all counsel representing you;
- 6) State whether you or your counsel will appear at the Final Approval Hearing, and
- 7) Contain the signature of your duly authorized attorney or other duly authorized representative (if any), along with documentation setting forth such representation.

CLERK OF COURT	CLASS COUNSEL	DEFENDANTS' COUNSEL
	Gary M. Klinger MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 227 W. Monroe Street, Suite 2100 Chicago, IL 60606	David M. Ross WILSON ELSE LLP 1500 K Street, NW, Suite 330 Washington, DC 20005 William "Pat" Huttenbach Melinda M. Riseden CRAIN CATON & JAMES Five Houston Center, 1401 McKinney Street, Suite 1700 Houston, TX 77010 Donald M. Houser ALSTON & BIRD LLP One Atlantic Center 1201 West Peachtree Street Atlanta, GA 30309

You are not required to attend the Final Approval Hearing. If you intend to appear at the Final Approval Hearing, either with or without counsel, you must also file with the Court, and mail or hand-deliver to Settlement Class Counsel and Defendants' Counsel, a notice of appearance no later than **[deadline]**.

20. What's the difference between objecting and opting out?

Objecting is telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you are a Settlement Class Member and do not opt out of the Settlement. Opting out of the Settlement is telling the Court that you don't want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because it does not affect you.

THE COURT'S FINAL APPROVAL HEARING

21. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing (also called the Fairness Hearing) on **[date, time]**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate; Settlement Class Counsel's application for attorneys' fees and expenses; and whether to approve Service Awards to the Plaintiffs. If there are objections, the Court will consider them. The Court may choose to hear from people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to approve the Settlement. There is no deadline by which the Court must make its decision.

The Court may reschedule the Final Approval Hearing or change any of the deadlines described in this notice. The date of the Final Approval Hearing may change without further notice to Settlement Class Members. Be sure to check the Settlement Website, **[website]** for updates.

22. Do I have to come to the Final Approval Hearing?

No. Settlement Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you file an objection, you do not have to come to the hearing to talk about it. As long as you filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must follow the instructions provided in Question 19 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF I DO NOTHING

24. What happens if I do nothing at all?

If you do nothing, you will not receive any compensation from this Settlement. If the Court approves the Settlement, you will be bound by the Settlement Agreement and the Release. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit.

against Defendants or Released Persons about the issues involved in the Lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

GETTING MORE INFORMATION

25. Are more details about the Settlement available?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement, available at [website].

26. How do I get more information?

Visit the Settlement Website at [website], where you will find more information, including the Claim Form, a copy of the Settlement Agreement, and answers to questions about the Settlement and other information to help you determine whether you are eligible for payment.

Contact the Settlement Administrator at [phone number], via email at [email address], or by writing to:

Landmark Settlement Administrator
P.O. Box XXX
Baton Rouge, LA 70821

PLEASE DO NOT CONTACT THE COURT, THE COURT CLERK'S OFFICE, OR DEFENDANTS TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

EXHIBIT C

Landmark Settlement Administrator
P.O. Box XXX
Baton Rouge, LA 70821

**Your Claim Form must be
postmarked or submitted online
no later than [deadline]**

Newson, et al. v. Landmark Admin, LLC, et al.
District Court for Dallas County, Texas

CLAIM FORM

You may submit a Claim Form if your Private Information was potentially implicated, accessed, compromised or impacted as a result of the Data Security Incident experienced by Landmark Admin, LLC from May 13, 2024 to June 17, 2024, and you would like to claim benefits under the Settlement.

The easiest way to submit a claim is online at [website], or you can complete and mail this Claim Form to the Settlement Administrator at the address above. Your claim must be submitted online or postmarked by [deadline].

YOUR INFORMATION	
1. NAME (REQUIRED):	
First Name	Last Name
<input type="text"/>	<input type="text"/>
2. MAILING ADDRESS (REQUIRED):	
Street Address	
<input type="text"/>	
Apt. No.	
<input type="text"/>	
City	State ZIP Code
<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>
3. PHONE NUMBER:	
<input type="text"/> - <input type="text"/> - <input type="text"/>	
4. EMAIL ADDRESS:	
<input type="text"/>	
5. SETTLEMENT CLAIM ID:	
<input type="text"/>	

BENEFIT SELECTION

Settlement Class Members who submit a valid and timely Claim Form may choose one of the applicable categories below. Claims are subject to review for completeness and plausibility by the Settlement Administrator.

Claim A: Documented Economic Losses

Settlement Class Members may be eligible for compensation for documented losses, up to a total of \$2,500.00 per claimant, upon submission of a valid Claim Form and supporting documentation provided that: (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft or as otherwise related to the Data Security Incident; (ii) the loss was more likely than not caused by the Data Security Incident; and (iii) the loss was incurred after May 13, 2024.

Examples: financial loss due to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of the Data Security Incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

☐ **I incurred unreimbursed losses or expenses as a result of the Data Security Incident.**

Total amount for this category: \$.

In the space below, please describe the losses or expenses you incurred and how they relate to the Data Security Incident.

Claim B: Pro Rata Cash Payment

In lieu of Claim A, Settlement Class Members may elect to receive a \$30 cash payment, subject to a *pro rata* adjustment downward.

☐ **I wish to claim a Pro Rata Cash Payment.**

Questions? Go to [website] or call [phone number]

PAYMENT METHOD SELECTION

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

☐ Venmo – Enter the mobile number or email address associated with your Venmo account:

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

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

SIGNATURE

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

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

Printed Name

Signature

Date

Questions? Go to [website] or call [phone number]

EXHIBIT D

RAYMOND NEWSON, BRITTON
BRYANT, DONALD TANNER, EDNA
WHITTEN, FOLAYAN OAYNE,
DRENETHA GOFF, KARA MONTAGUE,
KARINA BARRATT, LYNDIA ROBERTS,
RANDY JACKSON, ROZALYNN FISHER,
SHALENE WILLIS, and SHERIKA
DODSON, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

LANDMARK ADMIN, LLC, AMERICAN
BENEFIT LIFE INSURANCE COMPANY,
AMERICAN MONUMENTAL LIFE
INSURANCE COMPANY, CAPITOL LIFE
INSURANCE COMPANY, CONTINENTAL
MUTUAL INSURANCE COMPANY,
LIBERTY BANKERS LIFE INSURANCE
COMPANY, and ACCENDO INSURANCE
COMPANY,

Defendants.

IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

193rd JUDICIAL DISTRICT

[PROPOSED] PRELIMINARY APPROVAL ORDER

Before this Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion"). The Court has reviewed the Motion, Memorandum in Support, and Settlement Agreement between Plaintiffs and Defendants Landmark Admin, LLC ("Landmark"), American Benefit Life Insurance Company, American Monumental Life Insurance Company, Capitol Life Insurance Company, Continental Mutual Insurance Company, and Liberty Bankers Life Insurance Company (collectively, "LBIG"), and Accendo Insurance Company ("Accendo") (together with Landmark and LBIG, the "Defendants"). After reviewing Plaintiffs' unopposed request for preliminary approval, this Court grants the Motion and preliminarily concludes that the

proposed Settlement is fair, reasonable, and adequate.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Settlement Agreement, and preliminarily finds the Settlement to be within the range of possible approval as fair, reasonable, and adequate to the Settlement Class such that it is likely to be able to approve the same pursuant to Texas Rule of Civil Procedure 42(e)(1)(A) and thus that notice of same should be directed to the Settlement Class. This finding is not to be deemed an admission of liability or fault by Defendants or by any other Released Person, or a finding of the validity of any claims asserted in the Lawsuit or of any wrongdoing or of any violation of law by Defendants. Defendants retain all rights to assert that the Lawsuit may not be certified as a class action except for settlement purposes. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by the Released Persons of the truth of any of the allegations made in the Lawsuit, or of any liability, fault, or wrongdoing of any kind whatsoever on the part of the Released Persons, except that Defendants may file this Order in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

2. The Settlement Agreement,¹ including the proposed Notice Program and forms of notice to the Settlement Class, the appointment of Plaintiffs Raymond Newson, Britton Bryant, Donald Tanner, Edna Whitten, Folayan Payne, Drenetha Goff, Kara Montague, Karina Barratt, Lynda Roberts, Randy Jackson, Rozalynn Fisher, Shalene Willis, and Sherika Dodson

¹ All capitalized terms used in this Order shall have the same meanings as set for in the Settlement Agreement.

(“Plaintiffs”) as the Settlement Class Representatives, the appointment of Siri & Glimstad LLP, Milberg Coleman Bryson Phillips Grossman, PLLC, and Murphy Law Firm as Settlement Class Counsel for Plaintiffs and the Settlement Class, the approval of EAG Gulf Coast, LLC as the Settlement Administrator, the various forms of class relief provided under the terms of the Settlement and the proposed method of distribution of settlement benefits, are fair, reasonable, and adequate, subject to further consideration at the Final Approval Hearing described below.

3. The Court does hereby preliminarily and conditionally approve and certify, for settlement purposes, the following Settlement Class:

All persons in the United States (including all territories and U.S. military installations worldwide) whose Private Information was potentially implicated, accessed, compromised, or impacted as a result of the Data Security Incident, including all persons who were mailed notification letters concerning the Data Security Incident.

Excluded from the Settlement Class are: (a) Defendants’ officers and directors; and (b) any entity in which Defendants have a controlling interest. Also excluded from the Settlement Class are members of the judiciary to whom this case is assigned, their families and members of their staff.

4. The Court preliminarily certifies the Settlement Class for purposes of sending Notice to the Settlement Class, finding that it is likely to be able to certify the Settlement Class for purposes of settlement pursuant to Texas Rule of Civil Procedure 42(a) & (b)(3). Based on the information provided in the Supporting Memorandum, and for the purposes of settlement only: the Settlement Class is ascertainable; it satisfies numerosity; there are common questions of law and fact, including issues related to data security and the nature and scope of the information potentially implicated in the Data Security Incident, also satisfying commonality; the proposed Settlement Class Representatives’ claims are typical; the proposed Settlement Class Representatives and

Settlement Class Counsel fully, fairly, and adequately protect the interests of the Settlement Class; questions of law and fact common to members of the Settlement Class predominate over questions affecting only individual members for settlement purposes; and a class action for settlement purposes is superior to other available methods for the fair and efficient adjudication of this Lawsuit.

5. The Court appoints Plaintiffs Raymond Newson, Britton Bryant, Donald Tanner, Edna Whitten, Folayan Payne, Drenetha Goff, Kara Montague, Karina Barratt, Lynda Roberts, Randy Jackson, Rozalynn Fisher, Shalene Willis, and Sherika Dodson as the Settlement Class Representatives.

6. The Court appoints Siri & Glimstad LLP, Milberg Coleman Bryson Phillips Grossman, PLLC, and Murphy Law Firm as Settlement Class Counsel for the Settlement Class.

7. The Court appoints EAG Gulf Coast, LLC as the Settlement Administrator with responsibility for class notice and claims administration and to fulfill the duties of the Settlement Administrator set forth in the Settlement Agreement. All costs and expenses associated with providing notice to Settlement Class Members including, but not limited to, the Settlement Administrator's fees, as well as the costs associated with administration of the Settlement shall be paid by or on behalf of Landmark.

8. The proposed Notice Program set forth in the Settlement Agreement, and the Short Notice, Long Notice, and Claim Form, attached to the Settlement Agreement as Exhibits A, B, and C satisfy the requirements of Texas Rule of Civil Procedure 42(c)(2)(A) and (e)(1), provide the best notice practicable under the circumstances, and are hereby approved. Non-material modifications to these Exhibits may be made without further order of the Court. The Settlement Administrator is directed to carry out the Notice Program in conformance with the Settlement

Agreement. Within 30 days from the date of this Order (the “Notice Deadline”), the Settlement Administrator shall complete the Notice Program in the manner set forth in Section 3 of the Settlement Agreement.

9. The Court finds that the form, content, and method of giving notice to the Settlement Class as described in Paragraph 8 of this Order and the Settlement Agreement (including the exhibits thereto): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and the Court concludes that the Notice Program meets all applicable requirements of law, including Texas Rule of Civil Procedure 42(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

10. A Final Approval Hearing shall be held before the Court on ____[date]_____, 2025 at ____[time]_____, or by remote means, for the following purposes:

- a) To determine whether the proposed Settlement is fair, reasonable, and adequate to the Settlement Class and should be approved by the Court;
- b) To determine whether to grant final approval and enter the Final Order and Judgment;

- c) To determine whether the Notice Program conducted was appropriate;
- d) To determine whether the claims process under the Settlement is fair, reasonable and adequate and should be approved by the Court;
- e) To determine whether the requested Settlement Class Representative Service Awards and Settlement Class Counsel's requested attorneys' fees should be approved by the Court;
- f) To determine whether the settlement benefits are fair, reasonable, and adequate; and,
- g) To rule upon such other matters as the Court may deem appropriate.

11. The Court preliminarily approves the following Settlement timeline for the purposes of conducting the Notice Program, Settlement administration, claims processing, and other execution of the proposed Settlement:

SETTLEMENT TIMELINE

Landmark provides Class Member Information to the Settlement Administrator	+7 days after preliminary approval order
Notice Deadline	+30 days after preliminary approval order
Plaintiffs' Counsel's Motion for Fees and Expenses and Service Awards	-14 days before the Objection and Opt-Out Deadlines
Objection Deadline	+60 days after Notice Deadline
Opt-Out Deadline	+60 days after Notice Deadline
Claims Deadline	+90 days after Notice Deadline
Motion for Final Approval	-14 days before the Final Approval Hearing
<u>Final Approval Hearing</u>	_____, 2025 (no earlier than 120 days after the entry of the Preliminary Approval Order)

12. In order to be a timely claim under the Settlement, a Claim Form must be either postmarked or received by the Settlement Administrator no later than 90 days after the Notice

Deadline. Settlement Class Counsel and the Settlement Administrator will ensure that all specific dates and deadlines are added to the Short Notice and posted on the Settlement Website after this Court enters this Order in accordance with the timeline being keyed on the grant of this Order.

13. Additionally, all requests to opt out or object to the proposed Settlement must be postmarked by or received by the Settlement Administrator no later than 60 days after the Notice Deadline. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, telephone number, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication.

14. Settlement Class Members may submit an objection to the proposed Settlement. For an objection to be valid, it must be postmarked by or received by the Settlement Administrator no later than 60 days after the Notice Deadline and include each and all of the following: (i) the objecting Settlement Class Member's full name, current address, telephone number, and email address (if any); (ii) the objecting Settlement Class Member's original signature; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (*e.g.*, copy of the Notice or copy of original notice of the Data Security Incident); (iv) a statement of all grounds for the objection, including any legal support for the objection that the objector believes applicable; (v) all counsel representing the objector; (vi) whether the objector and/or his or her counsel will appear at the Final Approval Hearing; and (vii) the signature of the objector's duly authorized attorney or other duly authorized representative (if any), along with documentation setting forth such representation. Any Settlement Class Member who fails to comply with these requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be

bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Lawsuit.

15. All Settlement Class Members shall be bound by all determinations and judgments in this Lawsuit concerning the Settlement, including, but not limited to, the releases, including the Released Claims, provided for in the Settlement Agreement, whether favorable or unfavorable, except those who timely and validly request exclusion from the Settlement Class. The persons who timely and validly request exclusion from the Settlement Class will be excluded from the Settlement Class and shall not have rights under the Settlement Agreement, shall not be entitled to submit Claim Forms, and shall not be bound by the Settlement Agreement or any final approval order as to Defendants in this Lawsuit.

16. Pending final determination of whether the Settlement Agreement should be approved, Plaintiffs and the Settlement Class are barred and enjoined from commencing or prosecuting any claims asserting any of the Released Claims against Defendants or the other Released Persons.

17. In the event that the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement: (a) the Settlement Agreement and this Order shall become void, shall have no further force or effect, and shall not be used in the Lawsuit or any other proceedings for any purpose other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination; (b) this matter will revert to the status that existed before execution of the Settlement Agreement; and (c) no term or draft of the Settlement Agreement or any part of the Parties' settlement discussions, negotiations or documentation (including any briefs filed in support of preliminary or final approval of the settlement) shall (i) be admissible into evidence for any purpose in this Lawsuit or in any other action or proceeding other than as may be necessary to

enforce the terms of the Settlement Agreement that survive termination, (ii) be deemed an admission or concession by any Party regarding the validity of any of the Released Claims or the propriety of certifying any class against Defendants or the other Released Persons, or (iii) be deemed an admission or concession by any Party regarding the truth or falsity of any facts alleged in the Lawsuit or the availability or lack of availability of any defense to the Released Claims.

18. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the potential Settlement Class Members and retains jurisdiction to consider all further requests or matters arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modification as may be agreed to by the Parties or as ordered by the Court, without further notice to the Settlement Class.

IT IS SO ORDERED.

Dated: _____

District Court Judge