

**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

193<sup>rd</sup> JUDICIAL DISTRICT

**PRELIMINARY APPROVAL ORDER**

Before this Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion"). The Court has reviewed the Motion and 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,<sup>1</sup> 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 (“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:

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

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 Motion and 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 January 29, 2026, ~~2025~~ at 10:30 am, 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: 8/28/2025 12:19:18 PM

  
\_\_\_\_\_  
PRESIDING JUDGE

### Automated Certificate of eService

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Joe Kendall

Bar No. 11260700

administrator@kendalllawgroup.com

Envelope ID: 103402321

Filing Code Description: Motion - Miscellaneous

Filing Description: (PL) UNOPPOSED M/MEMORANDUM IN SUPPORT FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Status as of 7/22/2025 9:05 AM CST

Associated Case Party: LANDMARK, LLC

Name	BarNumber	Email	TimestampSubmitted	Status
Alex Blue		alex.blue@wilsonelser.com	7/21/2025 5:14:38 PM	SENT
Jan Ellison		jan.ellison@wilsonelser.com	7/21/2025 5:14:38 PM	SENT
Sam Myers		sam.myers@wilsonelser.com	7/21/2025 5:14:38 PM	SENT

Associated Case Party: DONALD TANNER

Name	BarNumber	Email	TimestampSubmitted	Status
JOE KENDALL		JKENDALL@KENDALLLAWGROUP.COM	7/21/2025 5:14:38 PM	SENT

Associated Case Party: ACCENDO INSURANCE COMPANY

Name	BarNumber	Email	TimestampSubmitted	Status
Laura Hunt		laura.hunt@alston.com	7/21/2025 5:14:38 PM	SENT
Jan Curry		jan.curry@alston.com	7/21/2025 5:14:38 PM	SENT

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Gary Klinger		gklinger@milberg.com	7/21/2025 5:14:38 PM	SENT
Tyler Bean		tbean@sirillp.com	7/21/2025 5:14:38 PM	SENT
Alcira Pena		apena@sirillp.com	7/21/2025 5:14:38 PM	SENT
Sandra Passanisi		spassanisi@milberg.com	7/21/2025 5:14:38 PM	SENT
Michelle Benvenuto		mбенvenuto@milberg.com	7/21/2025 5:14:38 PM	SENT

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#### **Case Contacts**

Michelle Benvenuto		mbenvenuto@milberg.com	7/21/2025 5:14:38 PM	SENT
Heather Sheflin		hsheflin@milberg.com	7/21/2025 5:14:38 PM	SENT
A. BrookeMurphy		abm@murphylegalfirm.com	7/21/2025 5:14:38 PM	SENT