

CAUSE NO. DC-25-07674

RAYMOND NEWSON, et al.,	:	
individually and on behalf of all others	:	IN THE DISTRICT COURT
similarly situated,	:	
	:	
Plaintiffs,	:	
	:	
v.	:	DALLAS COUNTY, TEXAS
	:	
LANDMARK ADMIN, LLC, et al.,	:	
	:	
Defendants.	:	193rd JUDICIAL DISTRICT

FINAL ORDER AND JUDGMENT

WHEREAS, 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”), on behalf of themselves and all others similarly situated (“Settlement Class Members”), having moved this Court for an Order granting Final Approval Of Class Action Settlement, 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 (collectively, “Liberty Bankers Insurance Group” or “LBIG”), and Accendo Insurance Company (“Accendo”) (together with Landmark and LBIG, the “Defendants”), having appeared at the Final Approval Hearing before this Court on January 29, 2026;

WHEREAS, this Court granted preliminary approval of the parties’ Settlement Agreement in the above-captioned action (“Lawsuit”) on August 28, 2025 (“Preliminary Approval Order”);

WHEREAS, Notice to the settlement class members (“Settlement Class Members”) was sent in accordance with the Preliminary Approval Order providing an opportunity for Settlement Class Members to receive benefits under the Settlement Agreement, opt-out, or submit objections;

NOW, upon the reading of the Settlement Agreement and annexed exhibits and memorandum of law in support of Plaintiffs’ Motion for Final Approval Of Class Action Settlement, and after hearing counsel for all of the parties at the Final Approval Hearing and after due deliberation having been held thereon, the Court grants final approval of the Settlement Agreement, and hereby find and orders for purposes of settlement only:

1. Capitalized terms used in this Order and Judgment and not otherwise defined herein shall have the definitions assigned to them in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of the Lawsuit and over all parties to the Lawsuit, including all Settlement Class Members with respect to the following Settlement Class certified under Texas Rule of Civil Procedure 42:

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 all persons who 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.

3. The Court hereby fully, finally, and unconditionally approves the Settlement embodied in the Settlement Agreement as a fair, reasonable and adequate settlement and compromise of the claims asserted in the Lawsuit.

4. The Settlement Class Members have been given proper and adequate Notice of the Settlement, Final Approval Hearing, Settlement Class Counsel's application for attorneys' fees, expenses, and the Service Awards to the Plaintiffs.

5. An affidavit or declaration of the Settlement Administrator's compliance with the Notice Program has been filed with the Court. The Notice Program, as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order, constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient Notice to all Settlement Class Members in accordance with the requirements of Texas Rule of Civil Procedure 42.

6. The Court hereby orders that the Settlement Agreement shall be implemented in accordance with its terms and conditions pursuant to the Settlement Agreement.

7. The Court appoints 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 as Settlement Class Representatives and finds them to be adequate.

8. The Court appoints Siri & Glimstad LLP, Milberg Coleman Bryson Phillips Grossman, PLLC, and Murphy Law Firm as Settlement Class Counsel and finds each of them to be adequate, experienced, and well-versed in class action litigation, including data breach litigation.

9. In accordance with the Settlement Agreement, Class Counsel is hereby awarded attorneys' fees and expenses in the amount of \$2,000,000, to be paid as specified in the Settlement Agreement.

10. In accordance with the Settlement Agreement, each Plaintiff is hereby awarded \$1,500, for a total of \$19,500, to be paid as specified in the Settlement Agreement.

11. Upon the Effective Date, the Lawsuit shall be, and hereby is dismissed with prejudice in its entirety as to Defendants, with each party to bear their own costs and attorneys' fees, except as provided in the Settlement Agreement, and all of the claims of the Settlement Class Members shall be, and hereby are, dismissed and released pursuant to the Settlement Agreement.

12. Each Settlement Class Member is bound by this Final Order and Judgment, including, without limitation, the release of certain claims against the Released Persons as set forth in the Settlement Agreement, which includes as follows:

[A]ny and all past, present, and future claims, causes of action, counterclaims, lawsuits, rights, demands, charges, complaints, actions, obligations, or liabilities under any legal or equitable theory, whether known, unknown, suspected, or unsuspected or capable of being known or suspected, and whether, accrued, unaccrued, matured, or not matured, including, but not limited to, negligence, negligence *per se*, breach of implied contract, unjust enrichment, intrusion into private affairs / invasion of privacy, and any other state or federal consumer protection statute, misrepresentation (whether fraudulent, negligent, or innocent), bailment, wantonness, failure to provide adequate notice pursuant to any breach notification statute, regulation, or common law duty, and any causes of action under 18 U.S.C. §§ 2701 *et seq.*, and all similar statutes in effect in any states in the United States as defined herein, and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees, costs and expenses, set-offs, losses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning, or arising out of the Data Security Incident and alleged exposure and compromise of any Settlement Class Member's private information, personally identifiable information and/or protected health information, or any other allegations, facts, or circumstances described in the Lawsuit or the Complaint. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the Settlement contained in this Settlement Agreement and shall not include the claims of Persons who have timely and validly requested exclusion from the Settlement Class pursuant to the opt-out procedures set forth in this Settlement Agreement.

Settlement Class Members, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other

capacity) any of the Released Claims against any of the Released Persons in any action or proceeding in any court, arbitration forum, or tribunal.

13. As of the final date of the Opt-Out Deadline, twenty (20) potential Settlement Class Members have submitted a valid request to be excluded from the Settlement. Those persons are not bound by this Final Order and Judgment, as set forth in the Settlement Agreement.

14. The Court has considered all of the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

15. This Final Order and Judgment, and the Settlement Agreement, and all papers related thereto, are not, and shall not be construed to be, an admission by the Defendants of any liability, claim or wrongdoing in this Lawsuit or any other proceeding.

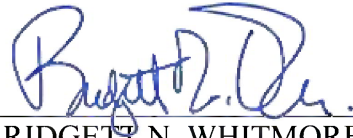
16. In the event that the Settlement Agreement does not become effective in accordance with the Settlement Agreement, then this Final Order and Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement and shall be vacated, and in such event, all orders entered in connection herewith shall be null and void to the extent provided by and in accordance with the Settlement Agreement.

17. The Court hereby finds that there is no just reason for delay of entry of this Final Order and Judgment and hereby directs its entry.

Without affecting the finality of this Final Order and Judgment in any way, this Lawsuit shall remain open, and the Court hereby retains continuing jurisdiction over implementation and enforcement of the Settlement Agreement.

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IT IS SO ORDERED this ____ day of _____, 2026.



HON. BRIDGETT N. WHITMORE

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Joe Kendall on behalf of Joe Kendall

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Filing Description: UNOPPOSED/ FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT & PLAINTIFF'S BRIEF IN SUPPORT

Status as of 1/16/2026 1:19 PM CST

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