IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

In re 700 Credit Data Security Litigation	Case No. 25-cv-13747 Hon. Robert J. White **CLASS ACTION**

PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Plaintiffs Patricia Young, Richard Blocker, James Bittinger, Jeffrey Couron, Ronnell Cousar, Richard Foxwell, Keir Milan, Michael Miller, Elton Neal, and Michelle Sands ("Plaintiffs"), individually and on behalf of all others similarly situated, move this Court, pursuant to Federal Rule of Civil Procedure 23, for an Order granting preliminary approval of the proposed class action Settlement Agreement agreed to by the Parties.[1] This Motion seeks preliminary approval of Plaintiffs' agreement with 700Credit, LLC ("Defendant" or "700Credit") to settle all individual and class claims that were made, or that could have been made, in Plaintiffs' Consolidated Class Action Complaint (ECF No. 45).

In support of this Motion, Plaintiffs rely upon the accompanying Brief in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and the Joint Declaration of Proposed Class Counsel, Jeff Ostrow of Koplowitz Ostrow P.A., Gary Klinger of Milberg PLLC, and E. Powell Miller of The Miller Law Firm P.C., which includes the contents of the Settlement Agreement and its exhibits.

Plaintiffs respectfully request that the Court: (1) grant preliminary approval of the Settlement Agreement; (2) provisionally certify the Settlement Class under

[1] The Settlement Agreement and its exhibits are included in the accompanying Brief in Support as an exhibit to the Joint Declaration of Proposed Settlement Class Counsel in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement.

Federal Rules of Civil Procedure 23(a) and 23(b)(3) for settlement purposes; (3) appoint Plaintiffs Patricia Young, Richard Blocker, James Bittinger, Jeffrey Couron, Ronnell Cousar, Richard Foxwell, Keir Milan, Michael Miller, Elton Neal, and Michelle Sands as representatives of the Settlement Class; (4) appoint Jeff Ostrow of Kopelowitz Ostrow P.A., Gary Klinger of Milberg PLLC, and E. Powell Miller of The Miller Law Firm, P.C. as Class Counsel; (5) find that the proposed Settlement is fair, reasonable, and adequate to allow dissemination of notice of the Settlement to the proposed Settlement Class by the Settlement Administrator; (6) appoint Epiq Class Action Claims & Solutions, Inc. as Settlement Administrator; (7) approve the Notice Plan for the Settlement described in the Settlement Agreement and its Exhibits (the "Proposed Notice") and direct distribution of the Proposed Notice; (8) establish dates for a hearing on final approval of the proposed Settlement; and (9) establish a deadline for the filing of objections by Settlement Class Members and for them to exclude themselves from the proposed Settlement Class.

Pursuant to Local Rule 7.1(a)(1), on June 2, 2026, 2026, Plaintiffs' Counsel discussed concurrence in the filing of Plaintiffs' motion for Preliminary Approval of Class Action Settlement with Counsel for Defendant. Counsel for Defendant advised counsel for Plaintiffs that Defendant does not oppose the relief requested in the filing of the above Motion.

Dated: June 3, 2026

Respectfully Submitted,

/s/ *E. Powell Miller*
E. Powell Miller (P39487)
THE MILLER LAW FIRM, P.C.
950 W. University Drive, Suite 300
Rochester, MI 48307
T: (248) 841-2200
epm@millerlawpc.com

Gary M. Klinger
MILBERG, PLLC
227 W. Monroe Street, Suite 2100
Chicago, IL 60606
(866) 252-0878
gklinger@milberg.com

Jeff Ostrow
KOPELOWITZ OSTROW P.A.
1 West Las Olas Blvd., Ste. 500
Fort Lauderdale, FL 33301
Ostrow@kolawyers.com

Proposed Class Counsel

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

In re 700 Credit Data Security Litigation	Case No: 25-cv-13747 Hon. Robert J. White **CLASS ACTION**

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

STATEMENT OF ISSUES PRESENTED

1. Does the proposed Settlement Class meet Rule 23's requirements for class certification for settlement purposes under Fed. R. Civ. P 23(b)(3)?

Plaintiffs' Answer: Yes.

2. Should the Court provisionally appoint Jeff Ostrow of Kopelowitz Ostrow P.A., Gary Klinger of Milberg PLLC, and E. Powell Miller of The Miller Law Firm, P.C. as Class Counsel?

Plaintiffs' Answer: Yes.

3. Should the Court provisionally appoint Plaintiffs Patricia Young, Richard Blocker, James Bittinger, Jeffrey Couron, Ronnell Cousar, Richard Foxwell, Keir Milan, Michael Miller, Elton Neal, and Michelle Sands as Class Representatives for the Settlement Class?

Plaintiffs' Answer: Yes.

4. Based on a preliminary evaluation, is the proposed Settlement fair, adequate, and reasonable, sufficient to warrant the dissemination of notice to the proposed Settlement Class?

Plaintiffs' Answer: Yes.

5. Should the Court appoint Epiq Class Action Claims and Solutions, Inc. as Settlement Administrator?

Plaintiffs' Answer: Yes.

6. Does the Notice Plan satisfy Rule 23 and Due Process requirements?

Plaintiffs' Answer: Yes.

CONTROLLING AND MOST APPROPRIATE AUTHORITIES

- Fed. R. Civ. P. 23
- *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591 (1997)
- *Int'l Union, United Auto., Aerospace & Agr. Implement Workers of Am. ("UAW I") v. Gen. Motors Corp.*, 497 F.3d 615 (6th Cir. 2007)

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I. INTRODUCTION

This case arises from a data security incident (the "Data Incident") that Defendant 700Credit, LLC ("700Credit" or "Defendant") suffered in October 2025, involving the potential unauthorized access of Private Information of approximately 5.8 million individuals. *See* **Exhibit 1**, Joint Declaration of Proposed Class Counsel[1] in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement[2] ("Decl."), ¶ 4. The Private Information that may have been accessed includes contact information (such as name and address), dates of birth, and Social Security numbers. *Id.*

Following Defendant's disclosure of the Data Incident, Plaintiffs filed individual putative class actions, which were later consolidated into this Action. Shortly after consolidation, the Parties began engaging in meaningful arm's-length settlement negotiations and agreed to mediate this case. Decl., ¶ 8. On April 2, 2026, the Parties participated in an all-day in-person mediation in Miami, Florida, presided over by Hon. Wayne Andersen (Ret.), a retired United States District Court judge and a highly sought-after mediator who has successfully mediated hundreds of data privacy cases. Decl., ¶ 11. While a settlement was not reached at mediation, the

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[1] Proposed Class Counsel is Jeff Ostrow of Kopelowitz Ostrow P.A., Gary Klinger of Milberg PLLC, and E. Powell Miller of The Miller Law Firm, P.C. ("Class Counsel").

[2] Capitalized terms have the same definition as defined in the Settlement Agreement, attached as exhibit 1 to the Joint Declaration.

Parties engaged in additional negotiations facilitated by the mediator in the days following, and the Parties reached a settlement in principle shortly thereafter. Decl., ¶ 12. The Parties have since worked together to finalize the terms of the Settlement Agreement ("S.A." or "Agreement") and to agree on the Settlement Administrator. *Id.* The Settlement Agreement provides a fair and equitable result for the Class, particularly considering the complex nature of the case and uncertainty of success, in the form of a $17,500,000 non-reversionary Settlement Fund. Decl., ¶ 15.

Plaintiffs now move this Court to: (1) grant preliminary approval of the Agreement as fair, reasonable, and adequate; (2) certify the Settlement Class under Rule 23(b)(3) for settlement purposes; (3) appoint Plaintiffs Patricia Young, Richard Blocker, James Bittinger, Jeffrey Couron, Ronnell Cousar, Richard Foxwell, Keir Milan, Michael Miller, Elton Neal, and Michelle Sands as representatives of the Settlement Class; (4) provisionally appoint Jeff Ostrow of Kopelowitz Ostrow P.A., Gary Klinger of Milberg PLLC, and E. Powell Miller of The Miller Law Firm, P.C. as Class Counsel; (5) find the proposed Agreement to be fair, reasonable, and adequate to allow dissemination of notice of the Agreement to the proposed Settlement Class by the Settlement Administrator; (6) appoint Epiq Class Action Claims & Solutions, Inc. ("Epiq") as the Settlement Administrator; (7) approve the Notice Plan described in the Agreement and its Exhibits and direct distribution of the Proposed Notice; (8) set a date for a final approval hearing; and (9) establish a deadline for filing of objections and requests for exclusion.

II. STATEMENT OF FACTS

Defendant is the nation's largest provider of credit reports, soft pull credit data, identity verification, fraud detection, and compliance solutions for businesses that own and operate automotive, RV, powersports and marine dealerships. ECF No. 45, PageID.376, Consolidated Class Action Complaint ("CAC" ¶ 27). In the ordinary course of operating their dealerships, Defendant's clients collect Private Information pertaining to the customers. And in utilizing Defendant's services, Defendant's clients entrust Defendant with their customers' Private Information. CAC ¶ 28, PageID.376.

The Data Incident involved roughly 5.8 million individuals, and their Private Information allegedly compromised included names, addresses, Social Security numbers, and dates of birth. CAC ¶ 3, PageID.371. Plaintiffs allege this Private Information was compromised due to Defendant's negligent acts and failure to protect the sensitive data of all Class Members. *See, e.g.*, CAC ¶¶ 6-8, PageID.372. Defendant denies these allegations.

Plaintiffs allege the Class has suffered injury as a result of Defendant's conduct, including costs incurred mitigating the materialized risk of identity theft; loss of time and productivity incurred mitigating the materialized risk and imminent threat of identity theft; costs incurred due to actual identity theft; deprivation of value of their Private Information; and the continued risk to their sensitive Private Information, which remains in Defendant's possession. *See, e.g.*, CAC ¶¶ 9-10, PageID.372-372. Defendant denies these allegations.

III. PROCEDURAL HISTORY

Starting on November 24, 2025, the first of multiple actions arising out of the Data Incident were filed against Defendant. Following a hearing, on January 6, 2026, the Court granted consolidation and appointed Jeff Ostrow of Kopelowitz Ostrow P.A., Gary Klinger of Milberg PLLC, and E. Powell Miller of The Miller Law Firm P.C. as interim lead class counsel. ECF No. 32.

On April 2, 2026, the Parties mediated this Action with experienced class action mediator and former United Stated District Judge, Wayne Anderson. Decl., ¶ 11. Ahead of mediation, Defendant produced informal discovery related to liability and damages, including the number of individuals impacted by the Data Incident, type of Private Information involved, and security enhancements implemented since the Data Incident to better protect its systems going forward. *Id.* ¶¶ 9, 22. The Parties exchanged detailed Mediation Statements outlining their positions on liability, damages, and settlement. *Id.* ¶ 10. The Parties mediated for a full day but were unable to reach a settlement. *Id.* ¶¶ 11-12. Over the next few days, the Parties continued negotiating with the assistance of the mediator. *Id.* ¶ 12. The Parties ultimately reached an agreement on April 8, 2026. *Id.*[3] The Parties have since negotiated and finalized the Settlement Agreement and present it here for preliminary approval.

IV. THE SETTLEMENT TERMS

Proposed Settlement Class. The Agreement will provide substantial relief for the following Settlement Class: "all living individuals residing in the United States who were sent a notice of the Data Incident indicating their Private Information may have been impacted in the Data Incident." S.A. ¶ 66. The proposed Settlement Class contains roughly 5.8 million individuals. Decl., ¶ 4.

The Settlement Benefits. The Settlement consists of a $17,500,000 Settlement fund. The Settlement Fund shall be used to pay: (1) all Settlement Class Member Benefits to Settlement Class Members (hereinafter "Class Members") who submit Valid Claims; (2) all Settlement Administration Costs; and (3) any Attorneys' Fees, Costs, and Service Awards approved by the Court. S.A. ¶ 73.

Class Members may, as one option, submit a claim for compensation for unreimbursed Documented Losses up to $2,500 (Cash Payment A). S.A. ¶ 76(a). A Class Member electing Cash Payment A on the Claim Form must attest under penalty of perjury to incurring documented losses related to the Data Incident as a result of fraud and/or identity theft and shall submit documentation supporting the

[3] On April 23, 2026, the Court issued an order staying all deadlines and providing Plaintiffs 45 days to file their Motion for Preliminary Approval. ECF No. 48.

losses, which must be either contemporaneously generated or prepared by a third party in order to support a claim for expenses paid. *Id*.

Alternatively, Class Members may submit a claim for an Alternative Cash Payment in the estimated amount of $50 (Cash Payment B). *Id.* ¶ 76(b). The exact amount of the payment will be based on the total of all Valid Claims for Cash Payment B and the amount remaining in the Settlement Fund after payment of Settlement Administration Costs, Attorneys' Fees, Costs, Service Awards, Credit Monitoring, and Cash Payment A – Documented Losses Claims. *Id.*

All Class Members will also automatically receive a code to activate two years of one bureau credit monitoring. *Id.* ¶ 76(c). The codes will be on the Notices sent to Class Members with instructions that the codes may be activated following the Effective Date by those Class Members who do not opt-out of the Settlement. *Id*.

Class Notice and Settlement Administration. The Parties selected Epiq as the Settlement Administrator through a competitive bidding process. S.A. ¶ 78. Epiq is experienced in administering data security class claims. Decl., ¶ 27.

Within five days after the issuance of the Preliminary Approval Order, Defendant will provide Epiq with a Class List consisting of names, email addresses, and addresses for Settlement Class Members that Defendant has in its possession, custody, or control. S.A. ¶ 81. The Notice Program will begin within thirty (30) days after entry of a Preliminary Approval Order. *Id*. ¶ 82.

The Settlement Administrator will take the Class List and conduct a reverse lookup of their addresses to obtain email addresses. *Id*. ¶ 83. Those Class Members for whom email addresses are identified will be sent an Email Notice, and all other Class Members will be sent a Postcard Notice. *Id*. Class Members whose Email Notice "bounces back" will also receive a Postcard Notice. *Id*. The Settlement Administrator will attempt to find better addresses for those Class Members whose Postcard Notice was returned or undeliverable. *Id*. To the extent better addresses are identified, those Class Members will be sent a second Postcard Notice. *Id*.

The Settlement Administrator also will establish and maintain a Settlement Website ("Website"). S.A. ¶ 70. The Notices will refer Class Members to the Website, which will provide a means for Class members to submit Claim Forms and to obtain notice and information about the Settlement, including hyperlinked access to the Settlement Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, and Final Approval Order. *Id.*

The Notice Program will provide clear and concise notice, and directly apprise Class Members of claim, objection, and opt-out information. Fed. R. Civ. P. 23(c)(2)(B). Class Members shall have until 15 days before the initial scheduled Final Approval Hearing to submit a claim form. S.A. ¶ 25.

Class Members will have until 30 days prior to the initial scheduled Final Approval Hearing to object to or opt out of the Settlement. S.A. ¶¶ 51, 52.

The Long Form Notice will include a procedure for Class Members to opt out of the Settlement Class, and the Email Notice and Postcard Notice will direct Class Members to review the Long Form Notice to obtain the opt-out instructions. *Id.* ¶ 85. Members of the Settlement Class may opt out of the Settlement Class at any time before the Opt-Out Deadline by mailing a request to opt out to the Settlement Administrator postmarked no later than Opt-Out Deadline.[4] *Id.* Any Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Class Member does not submit a Valid Claim. *Id.*

The Long Form Notice will also include a procedure for Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards and the Email Notice and Postcard Notice shall direct Class Members to review the Long Form Notice to obtain the objection instructions. *Id.* ¶ 86. Objections must be sent to the Clerk of Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. *Id.*

For an objection to be considered by the Court, the objection must also set forth: (a) the objector's full name, mailing address, phone number, and email (if any); (b) grounds for the objection, accompanied by legal support for the objection

[4] Opt-out requests must be personally signed by the Class Member and contain their name, address, phone number, and email address (if any), and a statement indicating a request to opt-out of the Settlement Class. *Id.* Mass or class requests to opt-out filed by third parties on behalf of multiple Class Members where the opt-out has not been signed by each and every individual Class Member will not be allowed. *Id.*

known to the objector or their counsel; (c) the number of times the objector has objected to a class settlement within the five years preceding the date the objector files the objection, the caption of each case in which the objector has objected, and a copy of orders related to or ruling upon the objector's prior objections issued by the trial and appellate courts in each such case; (d) identity of all counsel who represent the objector, including former or current counsel who may be entitled to compensation related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (e) the number of times the objector's counsel and/or its law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each such case and a copy of any orders ruling upon those prior objections issued by the trial and appellate courts in each such case; (f) whether the objector and/or their counsel will appear at the Final Approval Hearing; (g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (h) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (i) the objector's personal signature. *Id*. ¶ 88. Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or their counsel, including taking depositions and propounding written discovery. *Id*.

Service Awards to Named Plaintiffs. The Plaintiffs here—Patricia Young, Richard Blocker, James Bittinger, Jeffrey Couron, Ronnell Cousar, Richard

Foxwell, Keir Milan, Michael Miller, Elton Neal, and Michelle Sands— support the Agreement and have been actively engaged in this litigation. Decl., ¶¶ 32-34. Plaintiffs assisted Counsel with their investigation into the Data Incident, reviewed and approved complaints, sat through multiple calls, provided supporting documents and other personal information to Class Counsel regarding the Data Incident, and conferred with Class Counsel about settlement negotiations, providing meaningful input about what potential benefits were most important. Id. Plaintiffs will separately petition for a Service Award of $3,000.00 each, recognizing the time, effort, and expense incurred pursuing claims that benefited the Settlement Class. S.A. ¶ 109.

Attorneys' Fees and Costs. At least fourteen days before the Opt-Out and Objection Deadlines, Class Counsel will file a Motion for an award of Attorneys' Fees of up to one-third of the Settlement Fund plus reimbursement of costs. S.A. ¶ 108. Class Counsel will then cause this Motion to be uploaded to the Website.

Release and Dismissal with Prejudice. Plaintiffs and the Settlement Class, upon entry of a Final Approval Order, will be deemed to have released all Released Claims against the Released Parties. S.A. Sec. XIII. The Parties at that time will request that the Court dismiss the action with prejudice.

V. ARGUMENT

"The question at the preliminary-approval stage is 'simply whether the settlement is fair enough' to begin the class-notice process." *Moeller v. Wk.*

Publications, Inc., 649 F. Supp. 3d 530, 537 (E.D. Mich. 2023) (citing *Garner Props. & Mgmt., LLC v. City of Inkster*, 333 F.R.D. 614, 626 (E.D. Mich. 2020)). *See also Thomsen v. Morley Companies, Inc.*, 639 F. Supp. 3d 758, 764 (E.D. Mich. 2022) (same). A settlement should be preliminarily approved if it "does not disclose grounds to doubt its fairness or other obvious deficiencies, such as unduly preferential treatment to class representatives or of segments of the class, or excessive compensation for attorneys" and "appears to fall within the range of possible approval." *Garner*, 333 F.R.D. at 621.[5] Further, "it is clear the bar is lower for preliminary approval than it is for final approval." *Id.*

A. The Court Should Certify the Proposed Settlement Class

Before preliminarily approving a proposed settlement, a Court must determine that the proposed settlement class is appropriate for certification. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997). Class certification is proper if the proposed class satisfies the numerosity, commonality, typicality, and adequacy of representation requirements. Fed. R. Civ. P. 23(a). Because certification is sought under Rule 23(b)(3), Plaintiffs must also demonstrate that common questions of law or fact predominate over individual issues and that a class action is the superior device to adjudicate the claims. *Amchem*, 521 U.S. at 615-16. District courts have broad discretion to determine whether certification is appropriate. *In re Whirlpool*

[5] Unless otherwise noted, all citations and internal quotations are omitted.

Corp. Front-Loading Washer Prod. Liab. Litig., 722 F.3d 838, 850 (6th Cir. 2013). The Settlement Class satisfies Rules 23(a) and 23(b)(3) and should be certified.

1. Rule 23(a) Requirements Are Met for Settlement Purposes

Numerosity and Ascertainability. The first prerequisite is that the "class is so numerous that joinder of all members is impracticable." Fed. R. Civ. P. 23(a)(1). "In most cases, a class in excess of forty members will do." *Curry v. SBC Commc'ns, Inc.*, 250 F.R.D 301, 310 (E.D. Mich. 2008). The Settlement Class includes roughly 5.8 million individuals identified by Defendant, thus satisfying the numerosity requirement for purposes of settlement. Decl., ¶ 4. Because Defendant identified the 5.8 million individuals whose Private Information was potentially impacted, the Class is also ascertainable. See *Kinder v. Nw. Bank*, 278 F.R.D. 176, 182 (W.D. Mich. 2011) (class must be "sufficiently definite so that it is administratively feasible for the court to determine whether a particular individual is a member").

Commonality. Rule 23(a)(2) is satisfied when questions of law or fact are common to the class, the resolution of which will bring a class-wide resolution. Fed. R. Civ. P. 23(a)(2). It may be shown when the claims all "depend upon a common contention," with a single common question sufficing. *Wal-Mart Stores, Inc. v. Dukes*, 131 S. Ct. 2541, 2551 (2011). The common contention must be capable of class-wide resolution and the "determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke." Id. Here, Plaintiffs' claims turn on the adequacy of Defendant's data security practices in protecting Class Members' Private Information. Evidence to resolve that claim does not vary among class members, and so can be fairly resolved, for purposes of settlement, for all Class Members at once.

Typicality. A class representative's claims must be typical of those of other class members. Fed. R. Civ. P. 23(a)(3). Plaintiffs satisfy the typicality requirement because their "claim[s] arise[] from the same event or practice or course of conduct that gives rise to the claims of other class members" and their "claims are based on the same legal theory." *Beattie v. CenturyTel, Inc*., 511 F.3d 554, 561 (6th Cir. 2007). Typicality assesses "whether a sufficient relationship exists between the injury to the named plaintiff and the conduct affecting the class, so that the court may properly attribute a collective nature to the challenged conduct." *Sprague v. General Motors Corp.*, 133 F.3d 388, 399 (6th Cir. 1998). The claims need not be identical; rather, they need only "arise[] from the same course of conduct." *Bittinger v. Tecumseh Prods. Co.*, 123 F.3d 877, 884 (6th Cir. 1997). The "court must inquire whether the interests of the named plaintiff are aligned with those of the represented group, such that in pursuing his own claims, the named plaintiff will also advance the interests of the class members." *Garner*, 333 F.R.D. at 623. Plaintiffs allege Class Members had their Private Information compromised as a result of the Data Incident and all were impacted by the same inadequate data security. Thus, Plaintiffs' pursuit of their claims necessarily advances the interests of the Class, satisfying typicality.

Adequacy. Class representatives must fairly and adequately protect the interests of the class. Fed. R. Civ. P. 23(a)(4). "Class representatives are adequate when it appears that they will vigorously prosecute the interest of the class through qualified counsel . . . which usually will be the case if the representatives are part of the class and possess the same interest and suffer the same injury as the class members." *Int'l Union, United Auto., Aerospace & Agr. Implement Workers of Am. v. Gen. Motors Corp. ("UAW I")*, 497 F.3d 615, 626 (6th Cir. 2007). Plaintiffs have demonstrated their adequacy by: (i) selecting well-qualified Counsel; (ii) producing information to Counsel to permit investigation and drafting of the pleadings; (iii) being available throughout the litigation; (iv) monitoring the case; and (v) actively participating in the settlement negotiations on behalf of the Class. Decl., ¶ 36.

Class Counsel regularly engage in data privacy cases, devoted the resources necessary to prosecute this case, and have frequently been appointed lead class counsel in data security and other class actions. *Id.* ¶ 40. Class Counsel have adequately represented the Settlement Class by: (i) investigating Plaintiffs' claims; (ii) analyzing Plaintiffs' detailed personal records; (iii) analyzing the scope of the Data Incident and Defendant's remedial steps and financial condition; and (iv) participating in months of settlement negotiations that produced an Agreement that provides meaningful relief for the Class, despite substantial litigation risks. *Id.* ¶ 38.

Class Counsel have vigorously prosecuted this case and will continue to work diligently on behalf of the Class throughout the settlement administration process.

2. Rule 23(b) Requirements Are Met for Settlement Purposes

After satisfying Rule 23(a), a plaintiff must also satisfy one of the three requirements of Rule 23(b) for a court to certify a class. Fed. R. Civ. P. 23(b); *see also Merenda v. VHS of Michigan, Inc*., 296 F.R.D. 528, 536 (E.D. Mich. 2013).

Plaintiffs seek certification under Rule 23(b)(3), which requires showing that: (i) common questions of law and fact predominate over individualized ones, and that (ii) a class action is superior to other available methods for the fair and efficient adjudication of the controversy. Fed. R. Civ. P. 23(b)(3). "A plaintiff must establish that the issues in the class action that are subject to generalized proof, and thus applicable to the class as a whole . . . predominate over those issues that are subject only to individualized proof." *Beattie*, 511 F.3d at 564. This requirement considers "the difficulties likely to be encountered in the management of a class action" and issues with individual litigation. *Id.*; *see also Amchem*, 521 U.S. at 617 ("[t]he policy at the very core of the class action mechanism is to overcome the problem that small recoveries do not provide the incentive for any individual to bring a solo action[.]"). The proposed Settlement Class satisfies the above.

Common Questions of Law and Fact Predominate. Predominance focuses on whether the defendant's alleged liability is common enough to warrant class-wide adjudication. *Amchem*, 521 U.S. at 623. The class must be "sufficiently cohesive to warrant adjudication by representation." *Id*. Rule 23(b)(3) requires "that common issues predominate over individual issues." *Machesney v. Lar-Bev of Howell, Inc.*, 317 F.R.D. 47, 61 (E.D. Mich. 2016). Predominance is met if a single factual or legal question is "at the heart of the litigation." *Powers v. Hamilton Cnty. Pub. Def. Comm'n*, 501 F.3d 592, 619 (6th Cir. 2007). Data security cases present questions of law and fact central to liability and predominate over any individual issue. The alleged course of conduct and data security issues was uniform across the Settlement Class, so the claims "will prevail or fail in unison." *Whirlpool*, 722 F.3d at 859. Class-wide determination will be the same so predominance is satisfied.

A Class Action is the Superior Method of Adjudication. Certification of this suit as a class action is superior to other methods to fairly, adequately, and efficiently resolve the claims here. "The superiority requirement of Rule 23(b)(3) is met if the class action is a better way than individual litigation to adjudicate a claim." *Calloway v. Caraco Pharm. Labs., Ltd.*, 287 F.R.D. 402, 407 (E.D. Mich. 2012). Such is true in situations which "vindicat[e] the rights of groups of people who individually would be without effective strength to bring their opponents into court at all." *Amchem*, 521 U.S. at 617. Adjudicating individual actions here is impracticable: the amount in dispute per person is too small given the complexity, including costs for document review, technical issues, and experts. Individual damages are insufficient to allow such actions—at least not with the aid of adequate counsel. Such prosecution would delay resolution, and may lead to inconsistent rulings.[6] Thus, the Court should certify the Class pursuant to Rule 23(b)(3).

B. The Court Should Appoint Proposed Class Counsel

"[A] court that certifies a class must appoint class counsel" who "fairly and adequately represent the interests of the class." Fed. R. Civ. P. 23(g)(1) & (g)(1)(B). Courts consider: (1) proposed counsel's work investigating claims; (2) proposed counsel's experience handling class actions or other complex litigation, and the types of claims asserted; (3) proposed counsel's expertise; and (4) proposed counsel's resources committed to represent the class. Fed. R. Civ. P. 23(g)(1)(A)(i-iv).

Proposed Class Counsel has extensive experience prosecuting data security and other complex cases, and dedicated substantial resources to this case, including negotiating this Settlement. Decl., ¶ 40. The Court should thus provisionally appoint Jeff Ostrow of Kopelowitz Ostrow P.A., Gary Klinger of Milberg PLLC, and E. Powell Miller of The Miller Law Firm, P.C. as Class Counsel.

C. The Proposed Settlement is Fundamentally Fair, Reasonable, and Adequate and Thus Warrants Preliminary Approval

Settlement of class actions is favored. *Newberg on Class Actions* § 11.41 (4th

[6] The Court need not consider trial manageability. *Amchem*, 521 U.S. at 620 ("with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems").

ed. 2002) ("The compromise of complex litigation is encouraged by the courts and favored by public policy."). The first step is a "preliminary, pre-notification hearing to determine whether the proposed settlement is within the range of possible approval." *In re Packaged Ice Antitrust Litig.*, 2010 WL 3070161, at *4 (E.D. Mich. Aug. 2, 2010). A court makes an initial fairness evaluation of this settlement based on written submissions and informal presentations from the settling parties. *Manual for Complex Litigation* § 21.632 (4th ed. 2004). The Court must "ensur[e] that the proposed settlement is not illegal or collusive" based upon the "issues and evidence" and "the arms-length nature of the negotiations prior to the proposed settlement." *Thacker v. Chesapeake Appalachia, L.L.C.*, 259 F.R.D. 262, 270 (E.D. Ky. 2009).

To determine if a settlement is "fair, reasonable, and adequate" under Rule 23(e)(2), courts examine whether: (A) class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm's length; (C) the class relief is adequate, reviewing—(i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing class relief, including processing of class-member claims; (iii) the terms of any proposed attorney's fee, including timing; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitable to each other. Fed. R. Civ. P. 23(e)(2). The Sixth Circuit provides its own factors to consider, including the: (1) risk of fraud or collusion; (2) complexity, expense and likely duration of the litigation; (3) extent of discovery completed by the parties; (4) likelihood of success on the merits; (5) opinions of class counsel and class representatives; (6) reaction of absent class members; and (7) public interest. *UAW I*, 497 F.3d at 631. The Settlement meets each consideration.

1. The Rule 23(e)(2) Factors Weigh in Favor of Preliminary Approval

First, as detailed, Plaintiffs and Class Counsel have adequately represented the Class, securing a substantial recovery ($17.5 million) for the roughly 5.8 million Class Members. This compares favorably to other finally approved data breach settlements involving multi-million person classes. *See, e.g.*, *Heath v. Insurance Technologies Corp.*, No. 3:21-cv-01444-N (N.D. Texas) ($11 million Settlement Fund for 4.6 million individuals). Plaintiffs and Class Counsel have also confirmed that remedial measures were undertaken following the Data Incident. Decl., ¶ 22.

Second, the Agreement was negotiated at arm's-length after months of hard-fought negotiations, a full day mediation, and follow-up negotiations facilitated by an experienced mediator, all of which was informed by the continued exchange of information sufficient to assess the strengths and weaknesses of each Party's position. Decl., ¶ 10.

Third, when considering the likelihood of success at trial, complexity, expense, and duration of litigation, the relief provided is exceptionally reasonable. The Settlement automatically provides credit monitoring along with the opportunity to make a claim for monetary benefits, including: (i) reimbursement for Documented Losses, or (ii) Alternative Pro Rata Cash Compensation from the Settlement Fund.

Fourth, the Agreement treats Class Members equitably. All Class Members had their Private Information allegedly compromised in the Data Incident, and all will have equal opportunity to claim the benefits of the Parties' proposed Agreement. This settlement structure has received court approval in other finally approved data security cases. *See, e.g.*, *In re Wright & Filippis, LLC Data Sec. Breach Litig.*, 2024 WL 3083436 (E.D. Mich. June 20, 2024); *In re California Pizza Kitchen Data Breach Litig.*, 129 F.4th 667, 677-78 (9th Cir. 2025). Courts generally grant approval where notice is clear and the claims process is fair and not unduly burdensome. *See* *Gascho v. Glob. Fitness Holdings, LLC*, 822 F.3d 269, 288-90 (6th Cir. 2016).

Finally, the Agreement is available for review by all Class Members.

2. The Sixth Circuit's *UAW* Factors Support Preliminary Approval

First, the Agreement is the result of informed, non-collusive, arm's length negotiations between the Parties. "Courts presume the absence of fraud or collusion in class action settlements unless there is evidence to the contrary." *Leonhardt v. ArvinMeritor, Inc.*, 581 F. Supp. 2d 818, 838 (E.D. Mich. 2008). The Parties engaged in months of negotiations, a mediation, and post-mediation negotiations. Decl., ¶¶ 7-12. The Parties also exchanged information throughout this period, which allowed Class Counsel to confirm important information regarding the Data Incident and the

Defendant, including: (i) the type of Private Information compromised in the Data Incident; and (ii) the size of the Settlement Class. *Id.* ¶ 9.

Second, the complexity, expense, and likely duration of the litigation favors approval of the Settlement. *See In re Delphi Corp. Sec., Derivative & "ERISA" Litig.*, 248 F.R.D. 483, 497 (E.D. Mich. 2008). "For class actions in particular, courts view settlement favorably because it avoids the costs, delays and multitudes of other problems associated." *Id.* As discussed, absent early resolution, this case has the potential to persist for years. Pre-trial litigation would be extensive, with voluminous discovery from Defendant and third-parties used in an information technology capacity. Experts would be required to testify regarding Defendant's data security practices and industry standard practices. Fact-finding would be required into what Private Information was taken, how and what impact this had and will have on the Class. Plaintiffs would need to survive dispositive motions and prevail on a motion for class certification. Motions and appeals would consume years—and the law could change to damage Plaintiffs' and Class Members' claims. Given the complexity, a lengthy trial would follow. Facing uncertain litigation, Plaintiffs negotiated the Settlement, which provides immediate and meaningful relief.

Third, the Parties engaged in sufficient fact-finding, and Plaintiffs had enough information to "adequately assess their case and the desirability of the proposed settlement[.]" *Kritzer v. Safelite Solutions, LLC*, 2012 WL 1945144, at *7 (S.D. Ohio

May 30, 2012). Courts often "defer to the judgment of experienced trial counsel with regard to the evaluation of the strength of the case and the desirability of settlement at this stage of the proceeding." *Id.* With the help of Plaintiffs, Class Counsel made an informed decision regarding the appropriateness of settlement in this case. Throughout negotiations, Class Counsel received informal discovery pertaining to Defendant's data security measures, the size of the Class, and the type of Private Information potentially accessed. Decl., ¶ 9; *see In re Wawa, Inc. Data Sec. Litig*., 2021 WL 3276148, at *9 n.4 (E.D. Pa. July 30, 2021) ("the [parties] did not engage in 'formal' discovery, that is not necessarily an obstacle for preliminary approval of a class action settlement, especially where, as here, the parties have exchanged important informal discovery"); *Trombley v. Nat'l City Bank*, 759 F. Supp. 2d 20, 26 (D.D.C. 2011) ("Although the Court will consider the timing of the settlement and the amount of discovery conducted at the final approval stage, the Court will not deny preliminary approval due to the absence of significant discovery.").

Class Counsel thoroughly evaluated damages and all issues, became well informed about the strengths and weaknesses of the case, and obtained an excellent settlement for the Class. Decl., ¶¶ 10, 21; *Int'l Union, United Auto., Aerospace, & Agr. Implement Workers of Am.* ("*UAW II*") *v. Gen Motors Corp.*, 2008 WL 2968408, at *26 (E.D. Mich. July 31, 2008) (informal discovery is an adequate tool for class counsel to make informed decision). Combined with their experience, Class

Counsel had the information needed to "adequately assess [the] case and the desirability of the proposed settlement." *See Kritzer*, 2012 WL 1945144, at *7.

Fourth, weighed against the likelihood of success on the merits, the Agreement provides favorable relief. To "judge fairness" of a proposed settlement, courts "weigh[] the plaintiff's likelihood of success on the merits against the amount and form of the relief offered in the settlement." *UAW I*, 497 F.3d at 631. While Plaintiffs are confident in their claims, data security cases face substantial hurdles in advancing past the pleading stage. *See Hammond v. The Bank of N.Y. Mellon Corp.*, 2010 WL 2643307, at *1-2 (S.D.N.Y. June 25, 2010) (collecting cases. As one court observed in finally approving a settlement, "[d]ata breach litigation is evolving; there is no guarantee of the ultimate result . . . [they] are particularly risky, expensive, and complex." *Fox v. Iowa Health Sys.*, 2021 WL 826741, at *5 (W.D. Wis. Mar. 4, 2021). Given this risk, settlement is prudent when a reasonable one can be reached. Damages methodologies in such cases, while sound in Plaintiffs' view, remain untested in a disputed class certification setting and unproven in front of a jury. And as in any data security case, establishing causation on a class-wide basis is uncertain. *See, e.g.*, *In re Hannaford Bros. Co. Cust. Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013). The benefit of automatically receiving credit monitoring, as well as the ability to elect payment for Documented Losses or Pro Rata Cash provides ample compensation for individual and aggregate class-wide claims and is comparable to that of other data privacy settlements finally approved by Michigan courts. *See, e.g.*, *Vickery v. Family Health Center, Inc.*, No. 24-0404 (Kalamazoo Cnty. Cir. Ct. Sept. 15, 2025) (finally approving settlement with $50 cash payment or documented loss); *Wright*, 2024 WL 3083436 (~$70). This underscores the strength of this resolution.

Fifth, the Class Counsel and Class Representatives support approval. *See* Decl., ¶¶ 28, 45. "The endorsement of the parties' counsel is entitled to significant weight, and supports the fairness of the class settlement." *UAW II*, 2008 WL 4104329, at *26. This *UAW* factor, therefore, favors preliminary approval.

Sixth, the reaction of absent Class Members is unknown as the Class has yet to have the chance to voice its support. Nonetheless, Plaintiffs and Class Counsel believe the Settlement is fair, reasonable, and adequate and in the Class's best interest. Decl., ¶¶ 16, 28, 45; *see also Fisher Bros. v. Phelps Dodge Indus., Inc.*, 604 F. Supp. 446, 552 (E.D. Pa. 1985) ("[T]he professional judgment of counsel involved in the litigation is entitled to significant weight."). This factor favors approval.

Seventh, the Agreement is in the public interest. "[T]here is a strong public interest in encouraging settlement of complex litigation and class action suits because they are notoriously difficult and unpredictable and settlement conserves judicial resources." *In re Cardizem CD Antitrust Litig*., 218 F.R.D. 508, 530 (E.D. Mich. 2003). Thus, all of the *UAW* factors weigh in favor of approval.

D. The Proposed Notice to the Class is the Best Practicable

"For any class certified under Rule 23(b)(3) . . . the court must direct to class members the best notice practicable under the circumstances . . . to all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B). "The court must direct notice in a reasonable manner to all class members who would be bound by" a proposed settlement, voluntary dismissal, or compromise. Fed. R. Civ. P. 23(e)(1)(A). Notice is "adequate if it may be understood by the average class member." Newberg § 11:53 at 167. As shown by the proposed Notice Program developed by both Parties through the Agreement, the notice satisfies the requisite criteria. Direct notice will be provided to each Settlement Class Member via US Mail or email. S.A. ¶ 83. The notices (attached to the Agreement as exhibits) are clear, concise, and in plain language that the average layperson may easily understand.

VI. CONCLUSION

For the reasons above, Plaintiffs respectfully request that the Court grant Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement.[7]

Dated: June 3, 2026

Respectfully Submitted,

/s/ *E. Powell Miller*
E. Powell Miller (P39487)
THE MILLER LAW FIRM, P.C.
950 W. University Drive, Suite 300
Rochester, MI 48307
T: (248) 841-2200

[7] A proposed order is attached here as **Exhibit 2** and will be submitted via Utilities.

epm@millerlawpc.com

Gary M. Klinger
MILBERG, PLLC
227 W. Monroe Street, Suite 2100
Chicago, IL 60606
(866) 252-0878
gklinger@milberg.com

Jeff Ostrow
KOPELOWITZ OSTROW P.A.
1 West Las Olas Blvd., Ste. 500
Fort Lauderdale, FL 33301
Ostrow@kolawyers.com

Proposed Class Counsel

CERTIFICATE OF SERVICE

I hereby certify that on June 3, 2026, I electronically filed the foregoing documents using the Court's electronic filing system, which will notify all counsel of record authorized to receive such filings.

/s/ E. Powell Miller
E. Powell Miller

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

IN RE 700 CREDIT DATA SECUIRTY LITIGATION	Case No. 25-cv-13747 Honorable Robert J. White

BRIEF FORMAT CERTIFICATION FORM

I, E. Powell Miller, certify that the foregoing brief complies with Eastern District of Michigan Local Rules 5.1(a), 5.1.1, and 7.1, and Judge White's Case Management Requirements, including the following (click each box to indicate compliance):

☒ the brief contains a statement regarding concurrence, *see* LR 7.1(a);

☒ the brief, including footnotes, uses 14-point font, *see* LR 5.1(a)(3);

☒ the brief contains minimal footnotes and, in all events, no more than 10, *see* Case Management Requirements § III.A;

☒ the brief and all exhibits are filed in searchable PDF format, *see* Case Management Requirements § III.A;

☒ except for footnotes and necessary block quotes, the brief is double spaced (not "Exactly 28 pt" spaced) with one-inch margins, *see* LR 5.1(a)(2);

☒ deposition transcripts have been produced in their entirety (not in minuscript), *see* Case Management Requirements § III.A;

☒ if the brief and exhibits total 50 pages or more, I will mail to chambers a courtesy copy with ECF headers, *see* Case Management Requirements § III.B.

I also acknowledge that my brief will be stricken from the docket if the Court later finds that these requirements are not met.

/s/ *E. Powell Miller*
E. Powell Miller (P39487)
Attorney for Plaintiffs and Proposed Class