

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE: WARNER MUSIC GROUP DATA
BREACH LITIGATION

This case relates to: ALL ACTIONS

Case No.: 1:20-cv-07473-PGG

**MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF PROPOSED
CLASS ACTION SETTLEMENT**

TABLE OF CONTENTS

I.	<u>INTRODUCTION</u>	1
II.	<u>FACTUAL SUMMARY</u>	1
III.	<u>SETTLEMENT DISCUSSIONS</u>	2
IV.	<u>THE SETTLEMENT</u>	2
A.	<u>Class Definition and the Incident</u>	3
B.	<u>Class Representatives and Counsel</u>	3
C.	<u>Settlement Funds and Class Benefits</u>	3
D.	<u>Notice and “Notice Date”</u>	5
E.	<u>Objections and “Objection Deadline”</u>	6
F.	<u>Exclusions and “Exclusion Deadline”</u>	6
G.	<u>Service Awards and Attorney Fees’ and Costs</u>	6
V.	<u>ARGUMENT</u>	7
A.	<u>The Class</u>	7
B.	<u>Numerosity</u>	7
C.	<u>Commonality</u>	8
D.	<u>Typicality</u>	8
E.	<u>Adequate Representation</u>	9
VI.	<u>RULE 23(b)(3) REQUIREMENTS ARE MET</u>	10
A.	<u>Predominance and Common Questions Exist</u>	10
B.	<u>Class Adjudication Provides a Superior Means to Fairly and Efficiently Resolve the Controversy</u>	11

<u>VII. PRELIMINARY CERTIFICATION IS WARRANTED AS THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE</u>	12
<u>VIII. THE SETTLEMENT SATISFIES THE RELEVANT GRINNELL FACTORS</u>	16
1. <u>Complexity, Expense, and Likely Duration of the Litigation</u>	16
2. <u>The Risks of Establishing Liability and Damages</u>	17
3. <u>The Risk of Maintaining Class Action Status Through Trial</u>	19
4. <u>The Range of Reasonableness of the Settlement Fund in Light of the Best Possible Recovery</u>	20
5. <u>The Reaction of the Class to the Settlement</u>	21
6. <u>The Stage of the Proceedings and the Amount of Discovery Completed</u>	21
7. <u>The Ability of the Defendant to Withstand a Greater Judgment</u>	22
8. <u>The range of Reasonableness of the Settlement Fund in Light of All the Attendant Risks of Litigation</u>	23
<u>IX. PROPOSED NOTICE TO THE CLASS SHOULD BE APPROVED</u>	23
<u>X. CONCLUSION</u>	24

TABLE OF AUTHORITIES

	Page(s)
Cases	
<i>Amchem Prods., Inc. v. Windsor</i> , 521 U.S. 591 (1997)	14
<i>Baffa v. Donaldson, Lufkin & Jenrette Sec. Corp.</i> , 222 F. 3d 52 (2d Cir. 2000)	12
<i>Barrows v. Becerra</i> , 24 F. 4th 116 (2d Cir. 2022)	11
<i>Bodon v. Domino’s Pizza, LLC</i> , 2015 WL 588656 (E.D.N.Y. Jan. 16, 2015)	23
<i>Campbell v. Facebook Inc.</i> , 2017 WL 3581179 (N.D. Cal. Aug. 18, 2017)	21
<i>Cardiology Assocs., P.C. v. Nat’l Intergroup, Inc.</i> , 1987 WL 7030 (S.D.N.Y. Feb. 13, 1987)	21
<i>Charron v. Pinnacle Grp. N.Y. LLC</i> , 874 F. Supp. 2d 179 (S.D.N.Y. 2012)	20
<i>City of Detroit v. Grinnell Corp.</i> , 495 F. 2d 448 (2d Cir. 1974)	15, 19, 23
<i>Ciuffitelli v. Deloitte & Touche LLP</i> , 2019 WL 1441634 (D. Or. March 19, 2019)	18
<i>Cordes & Co. Fin. Servs., Inc. v. A.G. Edwards & Sons, Inc.</i> , 502 F.3d 91 (2d Cir. 2007)	22
<i>Damassia v. Duane Reade, Inc.</i> , 250 F.R.D. 152 (S.D.N.Y. 2008)	11
<i>D’Amato v. Deutsche Bank</i> , 236 F.3d 78 (2d Cir. 2001)	25
<i>Dupler v. Costco Wholesale Corp.</i> , 705 F. Supp. 2d 231 (E.D.N.Y. 2010)	25
<i>Eisen v. Carlisle & Jacquelin</i> , 417 U.S. 156 (1974)	9

<i>Gen. Tel. Co. of Sw. v. Falcon</i> ,	
457 U.S. 147 (1982)	22
<i>Gordon v. Chipotle Mexican Grill, Inc.</i> ,	
2019 WL 6972701 (D. Colo. Dec. 16, 2019)	21
<i>Hecht v. Utd. Collection Bur., Inc.</i> ,	
691 F.3d 218 (2d Cir. 2012)	26
<i>In re Anthem, Inc. Data Breach Litigation</i> ,	
327 F.R.D. 299 (N.D. Cal. 2018)	22
<i>In re AOL Time Warner, Inc.</i> ,	
No. MDL 1500, 02 Civ. 5575(SWK), 2006 WL 903236 (S.D.N.Y. Apr. 6, 2006)	24
<i>In re Giant Interactive Grp., Inc. Sec. Litig.</i> ,	
279 F.R.D. 151 (S.D.N.Y. 2011)	23
<i>In re GSE Bonds Antitrust Litig.</i> ,	
414 F. Supp. 3d 686 (S.D.N.Y. 2019)	19
<i>In re Hi-Crush Partners L.P. Sec. Litig.</i> ,	
No. 12–Civ–8557 (CM), 2014 WL 7323417 (S.D.N.Y. Dec. 19, 2014)	20
<i>In re IMAX Sec. Litig.</i> ,	
283 F.R.D. 178 (S.D.N.Y. 2012)	22, 23, 25
<i>In re Ins. Brokerage Antitrust Litigation</i> ,	
282 F.R.D. 92 (2012)	7
<i>In re NASDAQ Market-Makers Antitrust Litig.</i> ,	
187 F.R.D. 465 (S.D.N.Y. 1998)	19
<i>In re Nassau Cnty. Strip Search Cases</i> ,	
461 F.3d 219 (2d Cir. 2006)	13
<i>In re Payment Card Interchange Fee & Merch. Disc. Antitrust Litig.</i> ,	
330 F.R.D. 11 (E.D.N.Y. 2019)	21
<i>In re Portal Software, Inc. Sec. Litig.</i> ,	
2007 WL 1991529 (N.D. Cal. June 30, 2007)	18
<i>In re Prudential Sec. Inc. Ltd. P'ships Litig.</i> ,	
163 F.R.D. 200 (S.D.N.Y. 1995)	15, 18

<i>In re Sinus Buster Prods. Consumer Litig.</i> , 2014 WL 5819921 (E.D.N.Y. Nov. 10, 2014)	25
<i>In re Sonic Corp. Customer Data Sec. Breach Litig.</i> , 2019 WL 3773737 (N.D. Ohio Aug. 12, 2019).....	21
<i>In re State St. Bank & Trust Co. Erisa Litig.</i> , 2009 WL 3458705 (S.D.N.Y. October 28, 2009).....	15
<i>In re Telik, Inc. Sec. Litig.</i> , 576 F. Supp. 2d 570 (S.D.N.Y. 2008)	19
<i>In re Traffic Exec. Ass’n E. R.R.</i> , 627 F. 2d 631 (2d Cir. 1980)	15
<i>In re Union Carbide Corp. Consumer Prod. Bus. Sec. Litig.</i> , 718 F. Supp. 1099 (S.D.N.Y. 1989)	23
<i>In re Visa Check/MasterMoney Antitrust Litig.</i> , 280 F. 3d 124 (2d Cir. 2001)	13
<i>In re Warfarin Sodium Antitrust Litig.</i> , 391 F.3d 516 (3d Cir.2004)	24
<i>In re Warner Commc’ns Sec. Litig.</i> , 618 F. Supp. 735 (S.D.N.Y. 1985)	20
<i>Jin v. Shanghai Original, Inc.</i> , 990 F.3d 251 (2d Cir. 2021)	22
<i>Marisol A. v. Giuliani</i> , 929 F. Supp. 662 (S.D.N.Y. 1996)	11
<i>Millien v. Madison Sq. Garden Co.</i> , 2020 WL 4572678 (S.D.N.Y. August 7, 2020).....	13, 14
<i>Moses v. N.Y. Times Co.</i> , 79 F. 4th 235 (2d Cir. 2023)	15
<i>Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.</i> , 221 F.R.D. 523 (C.D. Cal. 2004).....	16, 17
<i>Newman v. Stein</i> , 464 F.2d 689 (2d Cir. 1972)	22, 26

<i>Pasini v. Fishs Eddy, LLC</i> , 2018 WL 6843905 (S.D.N.Y. November 15, 2018).....	12
<i>Peni v. Daily Harvest, Inc.</i> , 2024 WL 4564198 (S.D.N.Y. October 24, 2024).....	26
<i>Pizzaro v. Sazerac Co., Inc.</i> , 2025 WL 2682673 (S.D.N.Y. September 18, 2025)	10
<i>Robidoux v. Celani</i> , 987 F.2d 931 (2d Cir. 1993)	8
<i>Roach v. T.L. Cannon Corp.</i> , 778 F.3d 401 (2d Cir. 2015)	14
<i>Seijas v. Rep. of Arg.</i> , 606 F. 3d 53 (2d Cir. 2010)	15
<i>Staton v. Boeing Co.</i> , 327 F.3d 938 (9th Cir. 2003)	9
<i>Torres v. Gristede's Operating Corp.</i> , 2010 WL 5507892 (S.D.N.Y. Dec. 21, 2010).....	24
<i>Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.</i> , 396 F.3d 96 (2d Cir. 2005)	22, 26
<i>Wright v. Stern</i> , 553 F. Supp. 2d 337 (S.D.N.Y. 2008)	12

Statutes

26 U.S.C. § 501(c)(3).....	7
Cal. Civ. Code §§ 1798.150.....	5

Rules

Federal Rules of Civil Procedure

Rule 23	<i>passim</i>
Rule 23(a).....	7
Rule 23(a)(1).....	7
Rule 23(a)(2).....	7

Rule 23(a)(3)	8
Rule 23(a)(4)	9
Rule 23(b)(3)	6, 10, 11, 23
Rule 23(c)(2)(B)	23
Rule 23(c)(2)(B)(i)-(vii)	24
Rule 23(e)	12, 23
Rule 23(e)(2)	12
Rule 23(e)(2)(A)	13
Rule 23(e)(2)(B)	13
Rule 23(e)(2)(C)(ii)	13
Rule 23(h)	15

Other Authorities

4 Alba Conte & Herbert Newberg, <i>Newberg on Class Actions</i> , § 11:50 at 155 (4th ed. 2002) ...	16
Manual for Complex Litigation, Second § 30.44 (1985)	18

I. INTRODUCTION

Through mediation, and extensive negotiations, Plaintiffs Levi Combs, Esteban Trujillo, Christie Kuhn, Susan Cakl, Raistlin Beardsley, Nicholas Cimaglio, Ali Gutierrez, Ashley Foster, Jon Hart, Courtney Hammett, Noah Watts, Alexander Buck, and Linda Stevens (collectively, “Plaintiffs” or “Class Representatives”), individually and as representatives of the Settlement Class defined below, and Defendant Warner Music Group Corp. (“Warner”) have reached a proposed class-wide settlement of this lawsuit. Plaintiffs hereby respectfully move the Court for an Order granting preliminary approval of the proposed class action settlement.

II. FACTUAL SUMMARY

Plaintiffs’ First Amended Consolidated Class Action Complaint (“FAC”) alleges that Warner is a New York-based entertainment and recording company which, through its subsidiaries, owns and operates many of the world’s iconic record labels. FAC ¶ 2. Plaintiffs further allege that to market these record labels and drive sales of music and other merchandise, Warner operated thousands of websites (FAC ¶ 3) and that unauthorized third parties compromised several of Warner’s sites between April and August 2020 and exfiltrated private data and payment card information (the “Incident”). FAC ¶ 5.

Plaintiffs’ FAC also alleges that Plaintiffs and members of the Settlement Class transacted with payment cards on websites owned or operated on behalf of Warner’s subsidiaries during the time of the Incident. FAC ¶¶ 14-27. And Plaintiffs allege cybercriminals obtained personal identifying information (“PII”) that Plaintiffs shared with Warner through those transactions. As a result, Plaintiffs allege they experienced direct and concrete injury. FAC ¶¶ 87-220.

Plaintiffs filed their FAC against Warner alleging claims for negligence, negligent misrepresentation, breach of implied contract, unjust enrichment, violation of sections 349 and

350 of New York’s General Business Law, and violation of California’s Consumer Privacy Act (“CCPA”), Cal. Civ. Code § 1798.150, for a California subclass on August 23, 2021. On September 3, 2025, this Court granted in part Warner’s motion to dismiss, dismissing Plaintiffs’ negligent misrepresentation, unjust enrichment, and New York General Business Law claims with leave to amend all except unjust enrichment. ECF No. 88. Plaintiffs declined to amend. ECF No. 92. Warner answered the FAC on October 17, 2025. ECF No. 97.

III. SETTLEMENT DISCUSSIONS

Warner and Plaintiffs commenced informal discovery in anticipation of mediation contemplated in this Court’s order issued October 16, 2025. ECF No. 95. The parties attended mediation, facilitated by experienced mediator Bennett G. Picker of Stradley Ronan, on February 19, 2026. As reported to the Court on March 31, 2026, at mediation, agreement was reached in principle to resolve this matter in its entirety, subject to this Court’s approval. ECF No. 104. The Parties then continued their work through August 17, 2026, when their written stipulated Settlement Agreement and Release (“Settlement”) was finalized and signed.¹ The Settlement, a copy of which is attached as Exhibit A, is the product of extensive negotiations and exchanges between the Parties, following factual and legal investigation and research concerning the Parties’ respective claims and defenses.

IV. THE SETTLEMENT

The Parties have agreed to settle this matter upon the terms and conditions set forth in the Settlement Agreement. Warner denies each and every allegation of wrongdoing, admits no

¹ On August 17, 2026, Plaintiff Jadyn Blank filed a stipulation of dismissal with prejudice of her individual claims in the action pursuant to Rule 41(a)(1)(A)(ii). *See* ECF No. 109. “Blank has no objection to the terms of the [Settlement] but does not desire to continue in the litigation” and is therefore not party to the agreement. *Id.*

liability, and asserts it agreed to settle the action based on its desire to move forward from this matter. Settlement §§ 3.2.9, 4.1. A summary of the Settlement is as follows.

A. Class Definition and the Incident

This Settlement concerns the Incident that is alleged to have occurred between April and August 2020 whereby Plaintiffs allege that several of Warner's e-commerce websites were breached, compromising Plaintiffs' and Settlement Class members' private information. The parties have stipulated to the certification of the following Settlement Class: "All natural persons residing in the United States who made payment card purchases on Warner's e-commerce websites between April 25, 2020 and August 5, 2020." Settlement at 3, ¶ W; and a California Subclass defined as: "All members of the Settlement Class who were residents of the State of California between April 25, 2020 and August 5, 2020, and who made payment card purchases on Warner's e-commerce websites during that time period." Settlement at 1 ¶ C.

B. Class Representatives and Counsel

Class Representatives will represent the Settlement Class. Settlement § 1.1. Jean S. Martin of the law firm of Aylstock Witkin Kreis & Overholtz PLLC and Gayle M. Blatt of the law firm Casey Gerry Francavilla Blatt LLP request appointment as Class Counsel. *Ibid*.

C. Settlement Funds and Class Benefits

Warner will contribute \$1,250,000.00 into a non-reversionary common fund to be managed by EisnerAmper ("EAG"), the Settlement Administrator agreed upon by the parties. Settlement § 3.2.1. This fund will cover Settlement Administrator fees and expenses, Notice Plan costs, cash payments to Settlement Class members, any service awards and attorney fees and expenses and other administrative fees and expenses as approved by this Court. *Id.* §§ 3.2.5, 3.2.14.

Each Settlement Class Member and California Subclass Member shall have the opportunity to submit a claim to receive their weighted pro rata portion of the Net Settlement Fund on or before the Claims Deadline. “Net Settlement Fund” means the Settlement Fund, less attorney fees and expense payments, service awards, Settlement Administrator expenses, and taxes. Settlement at 2, ¶ M. Settlement Class Members will receive one (1) share of the Net Settlement Fund per valid claim; California Subclass Members will receive one (1) additional share (for a total of two (2) shares) per valid claim. Settlement § 3.1.1.

Because the California Subclass members hold a distinct claim that provides for statutory damages under the CCPA, otherwise unavailable to the Settlement Class, the proposed settlement structure is appropriate. *See In re Ins. Brokerage Antitrust Litigation*, 282 F.R.D. 92, 116 (2012) (“[T]here is no rule that settlements benefit all class members equally ... as long as the settlement terms are ‘rationally based on legitimate considerations.’”).

Claims must be submitted to the Settlement Administrator by the “Claims Deadline” which is the postmark or online submission deadline for Settlement Claims, at one-hundred-twenty (120) calendar days after the Notice Date. Settlement at 1, ¶ E. EAG will send reminder notices by email to Settlement Class members who received an Email Notice and have not submitted claims approximately thirty (30) days before the Claims Deadline. Joint Declaration of Jean S. Martin and Gayle M. Blatt (“Class Counsel Decl.”) ¶ 23. Settlement payments will be paid digitally or by check at the Settlement Class members’ election. Settlement § 3.2.14.3.

To the extent distribution funds remain in the Settlement Fund at 210 calendar days post Effective Date, such Residual Funds will be redistributed on a weighted pro rata basis to Settlement Class members who previously received and cashed or claimed their payment, to the extent practical given costs of administering payments. *Id.* § 3.2.14.4. Residual Funds that cannot

economically feasibly be distributed to Settlement Class members in the Settlement Administrator's judgment, will be distributed to one or more 26 U.S.C. § 501(c)(3) non-profit Eligible Organization(s) as approved by the Court. *Id.* § 3.2.14.5.

D. Notice and "Notice Date"

Notice of Settlement by mail or e-mail will be disseminated within thirty-five (35) calendar days after this Court issues a Preliminary Approval Order (the "Notice Date"). Settlement at 1, ¶ O. Direct Notice will be provided by email for all class members for whom Warner has email address information. *Id.* § 7.2.3. For those whose email addresses are not known, or for whom the Email Notice is returned as undeliverable, Postcard Notice with a postage prepaid claim form will be mailed. *Id.* § 7.2.4. In addition, the Settlement Website will contain a Detailed Notice containing explanations of the Settlement, answers to frequently asked questions, including claims released, and rights of exclusion and to object. *Id.* § 7.2.5. The Settlement Website will also provide instruction on how to object or request exclusion, how to contact Class Counsel and the Settlement Administrator, and it will house important case documents, including the Detailed Notice, the Settlement Agreement, the FAC and Preliminary Approval Motion and Order. *Id.* § 7.2.1. Additional important pleadings will be posted to the Settlement Website once filed. Class Counsel Decl. ¶ 19.

A toll-free phone number will be established for Settlement Class members to request documents, including the Detailed Notice, from the Settlement Administrator. Settlement § 7.2.2. Warner will provide the Settlement Administrator with any names, addresses, phone numbers, and email or mailing addresses for all members of the Settlement Class within ten (10) calendar days of the date of entry of the Preliminary Approval Order. *Id.* § 7.1.

E. Objections and “Objection Deadline”

Only Settlement Class members may object, in writing, to the Settlement or to Class Counsel’s request for attorney fees and expense payments, or Class Representatives’ service awards. Settlement § 5.1. The “Objection Deadline” is sixty (60) calendar days after the Notice Date. *Id.* § 5.2. Timeliness is measured by date of postmark or filing in this Court. *Ibid.* Objections are otherwise waived. *Id.* § 5.3.

F. Exclusions and “Exclusion Deadline”

Settlement Class members may request exclusion from the Settlement by submitting a written Request for Exclusion no later than the “Exclusion Deadline,” which is sixty (60) calendar days after the Notice Date. Settlement §§ 6.1-6.3. Warner reserves the right to rescind the Settlement, thereby terminating obligations thereunder, if ten (10) percent or more of the Settlement Class members validly and timely exclude themselves. *Id.* § 6.6. No later than fifteen (15) calendar days after the Exclusion Deadline, the Settlement Administrator will provide Class Counsel and Warner’s Counsel with the list of persons who have timely and validly excluded themselves from the Settlement. *Id.* § 6.5.

G. Service Awards and Attorneys’ Fees and Costs

Class Representatives and Class Counsel, respectively, will request service awards and attorney fees and expenses at least 14 calendar days prior to the Objection Deadline. Settlement § 5.5. Class Counsel may apply for Class Representatives Service Awards to each Class Representative of up to \$1,500 without objection from Warner. *Id.* § 8.2

V. ARGUMENT

A. The Class

In reviewing a class action settlement, a “district court must assess whether a class exists.” *Staton v. Boeing Co.*, 327 F.3d 938, 952 (9th Cir. 2003). The fundamental question is “whether the requirements of Rule 23 are met.” *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 178 (1974) (quotation omitted)). This action meets these governing standards for certification under Rule 23(a) and Rule 23(b)(3).

The parties have stipulated to the certification of the following Settlement Class and Subclass for Settlement purposes only: “All natural persons residing in the United States who made payment card purchases on Warner’s e-commerce websites between April 25, 2020 and August 5, 2020.” Settlement at 3, ¶ W. The California Subclass is defined as: “All members of the Settlement Class who were residents of the State of California between April 25, 2020 and August 5, 2020, and who made payment card purchases on Warner’s e-commerce websites during that time period.” Settlement at 1, ¶ C.

B. Numerosity

Class actions are permitted under Rule 23(a)(1) where claims are too numerous such that “joinder of all members is impracticable.” Numerosity is presumed when the putative class has at least forty members. *Pizzaro v. Sazerac Co., Inc.*, No. 23-CV-2751 (KMK); No. 23-CV-4323 (KMK); 2025 WL 2682673, at *3 (S.D.N.Y. September 18, 2025) (citing cases).

Here, the Settlement Class is comprised of 122,295 individuals, with the California Subclass made up of 20,741 Settlement Class members. Settlement § 7.1. Numerosity is easily present. *See Pizzaro*, 2025 WL 2682673, at *3. Damages to individual victims are generally small relative to the costs of litigating claims. Litigation is therefore cost-prohibitive for individuals, but

economical as a class action. *See Robidoux v. Celani*, 987 F. 2d 931, 936 (2d Cir. 1993). Judicial resources would be unjustifiably usurped by individual litigation across even a fraction of the number of Settlement Class member claims here.

C. Commonality

Rule 23(a)(2) requires there be questions of law or fact common to the class. “Commonality does not mean that all issues must be identical as to each member, but it does require that plaintiffs identify some unifying thread among the members’ claims that warrants class treatment.” *Damassia v. Duane Reade, Inc.*, 250 F.R.D. 152, 156 (S.D.N.Y. 2008) (cleaned up). Class treatment is favored when it may generate common answers likely to drive resolution of the litigation. *Barrows v. Becerra*, 24 F. 4th 116, 131 (2d Cir. 2022). Here, common questions abound, including: the scope of Warner’s duty of care and contractual duties to protect class members’ PII; whether appropriate security measures were implemented and known or knowable vulnerabilities appropriately addressed; whether Settlement Class members are entitled to statutory, compensatory, consequential, or nominal damages, among others. See FAC ¶ 227. Commonality is present and favors the class settlement.

D. Typicality

Typicality pursuant to Rule 23(a)(3) requires that class representatives’ claims be typical of those of the class. Typicality exists when each member’s claim arises from the same course of events, and each class member makes similar legal arguments to prove the defendant’s liability. *Barrows*, 24 F. 4th at p. 131. There is “no requirement that the factual basis for the claims of all members of a purported class be identical.” *Marisol A. v. Giuliani*, 929 F. Supp. 662, 691 (S.D.N.Y. 1996) (quotation omitted), though in this case they are.

Here, Class Representatives incurred similar concrete injury through unauthorized disclosure of similar PII arising from the same alleged tortious acts on websites under common control. FAC ¶¶ 1-5, 87-220. Counts alleged are common across the nationwide class and California Subclass, with the exception of the claim uniquely available to California residents. FAC ¶¶ 247-254, 265-269, 306-317. As defined, the Settlement Class includes only members whose PII was provided to Warner in payment card transactions during the limited timeframe associated with the Incident. Plaintiffs allege that the PII that was stolen caused damage to the members of the Settlement Class. Thus, the typicality requirement is satisfied.

E. Adequate Representation

Rule 23 also requires that the Class representatives must fairly and adequately protect interests of the class. Rule 23(a)(4); *Baffa v. Donaldson, Lufkin & Jenrette Sec. Corp.*, 222 F. 3d 52, 61 (2d Cir. 2000). Representation is adequate where class interests mirror those of representatives, and plaintiffs' attorneys are qualified, experienced, and able to conduct the litigation. *Baffa*, at p. 60.

Class Counsel are qualified, experienced, and able to lead complex data breach class actions. Each has led numerous litigations similar to the current case. Moreover, Class Representative and Settlement Class member claims are fundamentally identical here, preventing conflicts of interest. No known circumstances exist for Warner to assert a defense against Class Representatives not also available against Settlement Class or Subclass members. Remedies sought are the same as to the Class Representatives and Settlement Class members except for a modest \$1,500 service award (Settlement § 8.2) which recognizes their service to the class and will not plausibly compromise adequacy of representation of the Settlement Class. *See e.g., Wright v. Stern*, 553 F. Supp. 2d 337, 345 (S.D.N.Y. 2008) (awarding \$50,000 incentive award); *see Pasini*

v. Fishs Eddy, LLC, No. 1:16-cv-00354-PGG, 2018 WL 6843905, at *3 (S.D.N.Y. November 15, 2018) (awarding \$5,000 service award).

Upon filing a Claim, each Settlement Class and California Subclass member will receive their weighted pro rata share of the Net Settlement Fund, paid by check or digitally. Settlement §§ 3.1.1, 3.2.14.3. Any Residual Funds, to the extent economically feasible, will be redistributed on a weighted pro rata basis to Settlement Class members and California Subclass members who previously received and cashed or claimed their payments. *Id.* § 3.2.14.4. Otherwise, remaining settlement funds will be provided to a designated and court approved *cy pres* recipient. *Id.* § 3.2.14.5. Representation is adequate.

VI. RULE 23(b)(3) REQUIREMENTS ARE MET

Rule 23(b)(3) authorizes certification if “the court finds that the questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” *See Millien v. Madison Sq. Garden Co.*, No. 17-cv-4000 (AJN), 2020 WL 4572678, at *4 (S.D.N.Y. August 7, 2020) (*Millien*). Here, all Rule 23(b)(3) requirements are satisfied.

A. Predominance and Common Questions Exist

Issues in a class action “subject to generalized proof, and thus applicable to the class as a whole” must “predominate over those issues subject only to individualized proof.” *Millien*, 2020 WL 4572678, at *4 (quoting *In re Visa Check/MasterMoney Antitrust Litig.*, 280 F. 3d 124, 136 (2d Cir. 2001) (*In re Visa Check*), *abrogated on other grounds by In re Initial Pub. Offerings Sec. Litig.*, 471 F. 3d 24, 40 (2d Cir. 2006)). Predominance exists for a settlement class where “legal or factual questions that qualify each class member’s case as a genuine controversy are sufficiently

similar as to yield a cohesive class.” *Millien*, at *4 (quotation omitted). “As long as a sufficient constellation of common issues binds class members together, variations in the sources and application of a defense will not automatically foreclose class certification under Rule 23(b)(3).” *Ibid.* (quoting *In re Visa Check*, at p. 138); see also *In re Nassau Cnty. Strip Search Cases*, 461 F.3d 219, 225 (2d Cir. 2006).

This litigation largely rested on a duty of care alleged to have been owed by Warner across the Settlement Class, including alleged contractual duties to protect PII, whether appropriate security measures were implemented and vulnerabilities addressed, and the entitlement of Settlement Class members to statutory, compensatory, consequential, or nominal damages. See FAC ¶ 227. The alleged injury is common across the class, originating from the alleged disclosure of Settlement Class members’ PII provided during similar card transactions within a narrow time frame defining the Incident for all Settlement Class members.

As such, common questions here create “a sufficient constellation of common issues” binding class members together (*see Millien*, 2020 WL 4572678, at *4), and “are more substantial than the issues subject only to individualized proof” (*ibid.* (quoting *Roach v. T.L. Cannon Corp.*, 778 F.3d 401, 405 (2d Cir. 2015) (*Roach*) (quotation omitted))). Although individualized damage determinations may otherwise vary across the Settlement Class or Subclass, “that is not enough to defeat class certification.” *Millien*, at *4 (citing *Roach*, at 405). Here, predominance and common questions exist and justify preliminary approval and certification for settlement purposes.

B. Class Adjudication Provides a Superior Means to Fairly and Efficiently Resolve the Controversy

Factors set forth in Rule 23(b)(3) favor class resolution here: (A) Class members lack interest to control prosecution of separate actions, (B) to Plaintiffs’ knowledge, no known parallel

litigation has been commenced by class members concerning the Incident, (C) concentrating the litigation in this forum is desirable because Warner, at all relevant times, maintained its headquarters and principal place of business in New York (FAC ¶ 28), and (D) likely difficulties in managing a class action are irrelevant to certification for purposes of settlement. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

This class action is superior to other forms of litigation, as “proceeding individually would be prohibitive due to the minimal recovery” relative to cost of litigation. *Millien*, 2020 WL 4572678, at *4 (quoting *Seijas v. Rep. of Arg.*, 606 F. 3d 53, 58 (2d Cir. 2010)). The nationwide class is comprised of 122,295 individuals, whose alleged damages would likely be dwarfed by the cost of pursuit of individual litigation. The Settlement is the best way to resolve this case.

VII. PRELIMINARY CERTIFICATION IS WARRANTED AS THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE

Settlement of class litigation must be reviewed and approved by the Court as “fair, reasonable, and adequate.” Rule 23(e)(2). This is a two-part process: First, preliminary review, and second, final review after notice has been distributed to class members for objection or comment. Step one is a preliminary, pre-notification hearing to determine whether the proposed settlement is “within the range of possible approval.” *In re Prudential Sec. Inc. Ltd. P’ships Litig.*, 163 F.R.D. 200, 209 (S.D.N.Y. 1995) (citation omitted). In other words, it is “a determination that there is what might be termed ‘probable cause’ to submit the settlement proposal to class members and hold a full-scale hearing as to its fairness.” *In re State St. Bank & Trust Co. Erisa Litig.*, No. 07 Civ. 8488(RJH), 2009 WL 3458705, at *1 (S.D.N.Y. October 28, 2009) (quoting *In re Traffic Exec. Ass’n E. R.R.s.*, 627 F. 2d 631, 634 (2d Cir. 1980)).

Six factors set forth in Rule 23(e)(2) are considered in determining whether a settlement is fair, reasonable, and adequate at the preliminary approval stage.² All favor the Settlement. First, Class Representatives and proposed Class Counsel have adequately represented the class through nearly six (6) years and have taken numerous actions on its behalf, including consolidating a number of lawsuits and filing a consolidated complaint, researching and preparing an FAC, retaining and consulting with a cyber security expert, defense of a motion to dismiss, engaging in informal discovery sufficient to understand the requisite facts relating to the claims and defenses, and attending the mediation. Counsel are uniquely experienced in complex data breach litigation and brought those skills to bear in prosecuting the case and in reaching agreement to resolve it on the terms set forth herein. *See* Rule 23(e)(2)(A).

Second, the Settlement was negotiated at arm's length, after extensive mediation and ongoing discussion. *See* Rule 23(e)(2)(B).

Third, the relief is adequate, accounting for “costs, risks, and delay of trial and appeal.” *See* Rule 23(e)(2)(C)(i). Warner will contribute \$1,250,000 into a non-reversionary common fund controlled by the Settlement Administrator. Settlement § 3.2.1. This fund will cover Settlement Administrator expenses, Notice Plan costs, payments to Settlement Class members, and service awards, attorney fees and expenses. *Id.* §§ 3.2.5, 3.2.14. “In most situations, unless the settlement

² Various additional factors bearing upon fairness and adequacy of settlements, which largely overlap Rule 23(e) (*see Moses v. N.Y. Times Co.*, 79 F. 4th 235, 244 (2d Cir. 2023)), are expressed in *City of Detroit v. Grinnell Corp.*, 495 F. 2d 448, 462-63 (2d Cir. 1974), *abrogated on other grounds by Goldberger v. Integrated Res., Inc.*, 209 F. 3d 43 (2d Cir. 2000): “(1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; [and] (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.” (Citations omitted.)

is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with uncertain results.” *Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 526 (C.D. Cal. 2004) (quoting 4 Alba Conte & Herbert Newberg, *Newberg on Class Actions*, § 11:50 at 155 (4th ed. 2002)). The Parties’ Settlement is fair and adequate and should be approved.

Fourth, distribution of class relief, including claims processing, will be effective and adequate. *See* Rule 23(e)(2)(C)(ii). Notice will be delivered to Settlement Class members by available contact information existing from Warner’s records. *See* Settlement § 7.1. Warner will provide the Settlement Administrator with the available names, phone numbers, and email or mailing addresses for all members of the Settlement Class within ten (10) calendar days of the date of entry of the Preliminary Approval Order. *Id.* E-mail notice, or postcard notice by mail addressed to Settlement Class members without a known, valid e-mail address, provide a comprehensive basis to communicate the Settlement terms and opportunity for objection and opting out. *Id.* §§ 7.2.1, 7.2.3-7.2.4.

The Postcard Notice (attached to the Settlement Agreement as Exhibit C), will provide written notice via United States Postal Service (“USPS”) First Class Mail to any Class Member for whom a mailing address exists but not an email address, or whose email was returned as undeliverable. Declaration of Ryan Aldridge (“EAG Decl.”) ¶ 9. The Postcard Notice includes (a) the web address to the Settlement Website for access to additional information, (b) a QR code that the Class Member can use to access the Settlement Website, (c) a description of the rights and options as a Settlement Class Member and the dates by which to act on those options, and (d) a tear-off Claim Form which can be used to submit a Claim. *See* Exhibit C to Settlement.

Prior to mailing, all mailing addresses will be checked against the National Change of Address (“NCOA”) database maintained by USPS to ensure the accuracy and currency of Class Member address information for proper formatting and mail delivery.³ Additionally, the addresses

³ The NCOA database is maintained by the USPS and consists of approx. 160 million permanent change-of-address (COA) records consisting of names and addresses of individuals,

will be validated through the Coding Accuracy Support System (“CASS”) to uphold zip code precision, while Delivery Point Validation (“DPV”) will be employed to verify address accuracy. Where a Postcard Notice is returned with forwarding address information, the notice will be re-sent to the newly provided address. For any Postcard Notices that are returned as undeliverable, EAG will utilize standard skip-tracing techniques to obtain forwarding address information. If skip-tracing yields an alternative forwarding mailing address, EAG will re-mail the notice to the address identified. EAG Decl. ¶ 9. Thus, commercially reasonable steps are being taken to ensure adequate distribution of the class benefits to Settlement Class Members who submit timely and valid Claims.

Fifth, relief distribution is equitable across the class. *See* Rule 23(e)(2)(C)(ii), (e)(2)(D). Each Settlement Class member who files a valid claim will receive their weighted pro rata share of the Net Settlement Fund, by check or digitally, dividing the Net Settlement Fund by the number of Settlement Class and California Subclass members. Settlement § 3.2.14.3. To the extent distribution funds remain in the Settlement Fund at 210 calendar days post “Effective Date”, such “Residual Funds” will be redistributed on a weighted pro rata basis to Settlement Class members who previously received and cashed or claimed their payment, to the extent practical given costs of administering payments (*Id.* § 3.2.14.4).

Sixth and lastly, Plaintiffs’ application for attorneys’ fees and costs will be resolved on separate motion at final approval. *See* Rule 23(h); *see* Settlement § 8.3. The attorneys’ fees request will be one third (33.3%) of the common fund, plus reasonable litigation expenses. Plaintiffs will also request the Court approve service awards of \$1,500 per class representative. Distribution of all settlement funds, including attorneys’ fees, expenses, service awards and the settlement benefit cash payments to class members will be paid following the Effective Date, and distribution to the Settlement Class members shall be completed 40 days after Warner pays the remaining balance of the Settlement Amount into the Settlement Fund following the Effective Date. Settlement §§ 3.1.2, 8.3.

families, and businesses who have filed a change-of-address with the Postal Service™. The address information is maintained on the database for 48 months.

In short, the Settlement resulted from “serious, informed, non-collusive negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class, and falls within the range of possible approval.” *In re Portal Software, Inc. Sec. Litig.*, No. C-03-5138 VRW, 2007 WL 1991529, at *5 (N.D. Cal. June 30, 2007) (*In re Portal Software*). See also, *In re Prudential*, 163 F.R.D. at p. 209; see also, *Ciuffitelli v. Deloitte & Touche LLP*, No. 3:16-cv-00580-AC, 2019 WL 1441634, at *17 (D. Or. March 19, 2019). As a result, preliminary approval of the Settlement is warranted and the order directing Notice should be issued accordingly. See *In re Portal Software*, at * 5 (quoting Manual for Complex Litigation, Second § 30.44 (1985)).

VIII. THE SETTLEMENT SATISFIES THE RELEVANT *GRINNELL* FACTORS

In addition to Rule 23 and other analyses above, the Settlement should be approved because it meets the criteria set forth in *City of Detroit v. Grinnell Corp.* 495 F.2d 448, 463 (2d Cir. 1974).

1. Complexity, Expense, and Likely Duration of the Litigation.

“Courts favor settlement when litigation is likely to be complex, expensive, or drawn out.” *In re GSE Bonds Antitrust Litig.*, 414 F. Supp. 3d 686, 693 (S.D.N.Y. 2019). Here, continued litigation against Warner would necessitate the expenditure of countless hours and expense over several more years with no guarantee that Plaintiffs would be able to certify a class, establish liability, or prove damages; all of which would be required for the Settlement Class to recover anything at trial. Warner has denied and continues to deny: (a) each and every allegation and all charges of wrongdoing or liability of any kind whatsoever asserted or which could have been asserted by Plaintiffs; (b) that Plaintiffs have suffered any cognizable damage or harm caused by Warner’s conduct related to the Incident; (c) that Plaintiffs could satisfy the requirements

necessary to certify a class under either Rule 23 or California law; and (d) that Plaintiffs are able to assert any valid claims against Warner related to the Incident based on its forensic evaluation.

Indeed, while Plaintiffs are confident in the strength of their claims, Warner’s defense of the case has been, and will continue to be, vigorous. In other words, “[t]here can be no doubt that this class action would be enormously expensive to continue, extraordinarily complex to try, and ultimately uncertain of result.” *In re NASDAQ Market-Makers Antitrust Litig.*, 187 F.R.D. 465, 477 (S.D.N.Y. 1998); *see also In re Telik, Inc. Sec. Litig.*, 576 F. Supp. 2d 570, 577 (S.D.N.Y. 2008) (“The costs and duration of . . . conducting merits . . . discovery, conducting expert discovery, litigating a motion for summary judgment, preparing for trial, conducting the trial itself, filing post-trial motions, and pursuing any appeals would vastly exceed the substantial time and money already spent.”). Thus, this factor supports the Settlement.

2. The Risks of Establishing Liability and Damages.

“In assessing the Settlement, the Court should balance the benefits afforded the Class, including the immediacy and certainty of a recovery, against the continuing risks of litigation.” *In re Hi-Crush Partners L.P. Sec. Litig.*, No. 12–Civ–8557 (CM), 2014 WL 7323417, at *8 (S.D.N.Y. Dec. 19, 2014). Here, the Settlement Class faces the risk, expense, and delay of lengthy litigation (including potential appeals even after a successful trial), delaying any recovery for several more years. The Settlement Agreement, by contrast, provides tangible and immediate relief for all Settlement Class Members.

Successfully litigating the merits of Plaintiffs’ claims against Warner—and proving damages—presents significant risks. This litigation presents the Court and the Parties, and would eventually present a jury, with the task of understanding complex data privacy protocols. This makes proving liability and damages, both of which will require the further assistance of experts,

more challenging.⁴ Plaintiffs’ risk is amplified as Warner is represented by excellent counsel with a successful track record. Absent settlement, Warner was prepared to vigorously contest its purported liability and Plaintiffs’ claimed damages. The path to establishing liability would require “considerable additional pre-trial effort and a lengthy trial, the outcome of which is uncertain.” *Charron v. Pinnacle Grp. N.Y. LLC*, 874 F. Supp. 2d 179, 199 (S.D.N.Y. 2012), *aff’d sub nom. Charron v. Wiener*, 731 F.3d 241 (2d Cir. 2013). And even if Plaintiffs could establish liability, other than in some respects the statutory California Class claim, privacy damages are nuanced and many privacy class actions have been settled for non-monetary relief.⁵ In sum, “[t]here is a substantial risk that [Plaintiffs] might not be able to establish liability at all and, even assuming a favorable jury verdict, if the matter is fully litigated and appealed, any recovery would be years away.” *Cardiology Assocs., P.C. v. Nat’l Intergroup, Inc.*, No. 85 Civ. 3048 (JMW), 1987 WL 7030, at *3 (S.D.N.Y. Feb. 13, 1987).

Settlement is favored where, as here, it “results in substantial and tangible present recovery, without the attendant risk and delay of trial.” *In re Payment Card Interchange Fee & Merch. Disc. Antitrust Litig.*, 330 F.R.D. 11, 36 (E.D.N.Y. 2019) (quotation omitted). The proposed Settlement provides cash payment relief to members of the Settlement Class and avoids the risks attendant to

⁴ If this case proceeded to class certification, summary judgment, and trial, it would involve a “battle of the experts” at every turn. “In this ‘battle of experts,’ it is virtually impossible to predict with any certainty which testimony would be credited, and ultimately, which damages would be found to have been caused by actionable, rather than the myriad of non-actionable factors[.]” *In re Warner Commc’ns Sec. Litig.*, 618 F. Supp. 735, 744–45 (S.D.N.Y. 1985).

⁵ See, e.g., *Campbell v. Facebook Inc.*, 2017 WL 3581179, at *8 (N.D. Cal. Aug. 18, 2017) (approving declaratory and injunctive relief settlement in litigation alleging Facebook engaged in user privacy violations), *aff’d*, 951 F.3d 1106 (9th Cir. 2020); *Diaz v. Google LLC*, No. 5:21-cv-03080 (N.D. Cal. Aug. 4, 2022), ECF No. 74 (seeking final approval of non-monetary settlement of claims that Google exposed private information through contact tracing system); *McDonald, et al. v. Kiloo A/S, et al.*, No. 3:17-cv-04344-JD (N.D. Cal. Apr. 12, 2021), ECF No. 406 (granting final approval of 16 injunctive relief-only settlements in related privacy class actions accusing defendants of violating child privacy protection laws by collecting and selling private information of children).

not only class action litigation generally, but also data breach class actions in particular. *See Payment Card*, 330 F.R.D. at 36. Courts recognize that “[d]ata breach cases . . . are particularly risky, expensive, and complex.” *Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415-CMA-SKC, 2019 WL 6972701, at *1 (D. Colo. Dec. 16, 2019); *see also, e.g., In re Sonic Corp. Customer Data Sec. Breach Litig.*, No. 1:17-md-2807, 2019 WL 3773737, at *7 (N.D. Ohio Aug. 12, 2019).

3. The Risk of Maintaining Class Action Status Through Trial.

Although Plaintiffs believe their proposed litigation class would merit certification, Warner would have vigorously contested Plaintiffs’ motion for class certification—and Plaintiffs recognize there is no guarantee that a litigation class would be certified. *See In re Anthem, Inc. Data Breach Litigation*, 327 F.R.D. 299, 318 (N.D. Cal. 2018) (“While there is no obvious reason to treat certification in a data-breach case differently than certification in other types of cases, the dearth of precedent makes continued litigation more risky.”). And a district court’s order granting class certification under Rule 23 is always subject to revision and Warner could move for de-certification at any time before trial. “[D]istrict courts must ensure that a certified class satisfies Rule 23 throughout the litigation . . . and possess the authority to alter or decertify the class if that is no longer the case.” *See Cordes & Co. Fin. Servs., Inc. v. A.G. Edwards & Sons, Inc.*, 502 F.3d 91, 104 n.9 (2d Cir. 2007) (citing *Gen. Tel. Co. of Sw. v. Falcon*, 457 U.S. 147, 160, 102 S.Ct. 2364, 72 L.Ed.2d 740 (1982)); *see also Jin v. Shanghai Original, Inc.*, 990 F.3d 251, 262 (2d Cir. 2021). A denial or reversal of class certification would effectively extinguish any hope of recovery by the Settlement Class. Accordingly, this factor weighs in favor of the proposed Settlement.

4. The Range of Reasonableness of the Settlement Fund in Light of the Best Possible Recovery.

The Settlement provides significant relief for the Settlement Class, particularly in light of potential recovery and the attendant risks of litigation. “[T]here is a range of reasonableness with respect to a settlement . . . which recognizes the uncertainties of law and fact in any particular case and the concomitant risks and costs necessarily inherent in taking any litigation to completion.” *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 119 (2d Cir. 2005) (quoting *Newman v. Stein*, 464 F.2d 689, 693 (2d Cir. 1972)). “‘The adequacy of the amount achieved in settlement may not be judged in comparison with the possible recovery in the best of all possible worlds, but rather in light of the strengths and weaknesses of plaintiffs’ case.’” *In re IMAX Sec. Litig.*, 283 F.R.D. 178, 191 (S.D.N.Y. 2012) (quoting *In re Giant Interactive Grp., Inc. Sec. Litig.*, 279 F.R.D. 151, 162 (S.D.N.Y. 2011)). Consequently, “there is no reason, at least in theory, why a satisfactory settlement could not amount to a hundredth or even a thousandth part of a single percent of the potential recovery.” *Grinnell*, 495 F.2d at 455 n.2; *see also In re IMAX Sec. Litig.*, 283 F.R.D. at 191 (“[T]he Second Circuit ‘has held that a settlement can be approved even though the benefits amount to a small percentage of the recovery sought.’”) (quoting *In re Union Carbide Corp. Consumer Prod. Bus. Sec. Litig.*, 718 F. Supp. 1099, 1103 (S.D.N.Y. 1989)). “In other words, the question for the Court is not whether the settlement represents the highest recovery possible . . . but whether it represents a reasonable one in light of the many uncertainties the class faces[.]” *Bodon v. Domino’s Pizza, LLC*, No. 09–CV–2941 (SLT), 2015 WL 588656, at *6 (E.D.N.Y. Jan. 16, 2015) (citation omitted).

Here, the Settlement Agreement creates a non-reversionary Settlement Fund of \$1.25 million, a substantial monetary benefit. The size of the Settlement Fund relative to the size of the

Settlement Class (approximately 122,295 Class Members) is a good result when comparing other cash settlement funds for data breach litigations, which can vary dramatically depending on the type of personal information involved, relevant statutory claims, and stage of litigation. For purposes of settlement negotiations, Class Counsel compared previous settlements in similar data breach cases. *See* Class Counsel Decl. ¶34. Based upon this comparison, their knowledge and experience, and an analysis of the facts and law applicable to Plaintiffs' claims and Warner's defenses, Class Counsel believe the Settlement Agreement provides fair, reasonable and adequate compensation to the Settlement Class. *Id.* at ¶36.

5. The Reaction of the Class to the Settlement.

This *Grinnell* factor considers the reaction of the class to the Settlement. At preliminary approval, the Class has not yet received notice of the Settlement, so the Settlement Class's reaction to the Settlement is undetermined. Plaintiffs are in favor of the Settlement and are not currently aware of any opposition to it. At final approval, the Court will have additional information to assess the Settlement Class members' reactions to the Settlement.

6. The Stage of the Proceedings and the Amount of Discovery Completed.

Another *Grinnell* factor focuses on "whether counsel had an adequate appreciation of the merits of the case before negotiating." *Torres v. Gristede's Operating Corp.*, No. 04-CV-3316 PAC, 2010 WL 5507892, at *5 (S.D.N.Y. Dec. 21, 2010), *aff'd*, 519 F. App'x 1 (2d Cir. 2013), citing *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 537 (3d Cir.2004); *see also In re AOL Time Warner, Inc.*, No. MDL 1500, 02 Civ. 5575(SWK), 2006 WL 903236, at *10 (S.D.N.Y. Apr. 6, 2006) ("whether the plaintiffs have obtained a sufficient understanding of the case to gauge the strengths and weaknesses of their claims and the adequacy of the settlement").

Here, Class Counsel conducted targeted, informal discovery prior to engaging in private mediation to obtain the factual information needed to evaluate the strengths and weaknesses of the claims and defenses. Additionally, having drafted multiple pleadings, consulted with a cybersecurity expert, opposed the motion to dismiss, and evaluated this Court's Order on the motion to dismiss, Plaintiffs were well informed of the risks and benefits of proceeding with settlement or continued litigation. This knowledge allowed Plaintiffs and their counsel to determine that the Settlement is fair, reasonable, adequate, and in the Settlement Class members' best interests. Class Counsel Decl. ¶ 6. Therefore, this *Grinnell* factor weighs in favor of preliminary approval.

7. The Ability of the Defendant to Withstand a Greater Judgment.

There is no claim here that Warner could not withstand a judgment exceeding the amount of this Settlement. This factor alone, however, is not reason to reject the Settlement. *In re Sinus Buster Prods. Consumer Litig.*, No. 12-CV-2429 (ADS)(AKT), 2014 WL 5819921, at *11 (E.D.N.Y. Nov. 10, 2014) (collecting cases). "Given the circumstances of the case, however, and the fact that all of the other *Grinnell* factors weigh in favor of the Settlement, 'this factor alone does not suggest the settlement is unfair.'" *Dupler v. Costco Wholesale Corp.*, 705 F. Supp. 2d 231, 241 (E.D.N.Y. 2010) (quoting *D'Amato*, 236 F.3d 78 at 86 (2d Cir. 2001)). After all, "a defendant is not required to 'empty its coffers' before a settlement can be found adequate." *In re IMAX Sec. Litig.*, 283 F.R.D. at 191.

Given the case status, strengths and weaknesses of the claims, and protracted litigation generally, Plaintiffs and their counsel believe the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. As such, this factor is neutral.

8. The Range of Reasonableness of the Settlement Fund in Light of the Attendant Risks of Litigation.

This Settlement provides immediate benefits to Settlement Class Members, including a cash payment for their weighted pro rata share of the Net Settlement Fund. Settlement § 3.1.1. When the Settlement benefit is weighed against the pending litigation risks and collecting on any judgment, the proposed Settlement is more than reasonable. “[T]here is a range of reasonableness with respect to a settlement—a range which recognizes the uncertainties of law and fact in any particular case and the concomitant risks and costs necessarily inherent in taking any litigation to completion—and the judge will not be reversed if the appellate court concludes that the settlement lies within that range.” *Wal-Mart Stores*, 396 F.3d at 119 (quoting *Newman v. Stein*, 464 F.2d 689, 693 (2d Cir.1972)).

IX. PROPOSED NOTICE TO THE CLASS SHOULD BE APPROVED

This Court is empowered to certify the Settlement Class for purposes of Settlement approval. Rule 23(e). Where, as here, parties seek certification under Rule 23(b)(3), delivery to the class of “the best notice that is practicable under the circumstances” is required, “including individual notice to all members who can be identified through reasonable effort” by “mail, electronic means, or other appropriate means.” Rule 23(c)(2)(B). That said, Rule 23(c)(2)(B) does not require actual notice or receipt, but only that notice be given in a manner “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Hecht v. Utd. Collection Bur., Inc.*, 691 F.3d 218, 222, 224 (2d Cir. 2012); *Peni v. Daily Harvest, Inc.*, 22cv5443 (DLC), 2024 WL 4564198, at *5 (S.D.N.Y. October 24, 2024) (“The standard for the adequacy of a settlement notice

in a class action under either the Due Process Clause or the Federal Rules is measured by reasonableness”) (quoting *Hecht*).

As discussed above, Notice will be delivered to Settlement Class members by available contact information existing from Warner’s records. *See* Settlement § 7.1. Reasonable efforts will be made to update delivery information as described above and in the EAG Decl. ¶ 9. Email notice where email addresses are available, and postcard notice by mail to Settlement Class members without a known, valid e-mail address, will provide a comprehensive basis to communicate the Settlement terms and opportunity for objection and opting out. *Id.*, Settlement §§ 7.2.1., 7.2.3, 7.2.4. All addresses will be run through NCOA before mailing as well as two other validations to correct addresses for the best chance of delivery by the USPS. EAG Decl. ¶ 9. Emails that are a hard bounce will receive a postcard. Emails that are a soft bounce (e.g. mailbox full) will be re-attempted automatically. If an email is not ultimately successfully delivered, it will be treated as a hard bounce and the Settlement Class member will be sent a postcard. EAG Decl. ¶ 8.

The substance of the proposed Notice here includes disclosures required in Rule 23(c)(2)(B)(i-vii). Settlement § 7.2 (describing notice of the nature of the action and settlement, class definition, claims at issue, process to object or seek exclusion). Plaintiffs ask this Court to grant preliminary approval of the Settlement and Notice plan.

X. CONCLUSION

The proposed Settlement is well within the range of reasonable settlements. It is non-collusive, having been achieved as the result of informed, extensive, and arm’s-length negotiations conducted by experienced counsel and a neutral, well-established mediator. The Notice plan provides direct and sufficient notice of the settlement benefits, and the Settlement Class members’ rights to object or exclude themselves from the Settlement. Thus, the Plaintiffs/proposed Class

Representatives respectfully request the Court grant preliminary approval of the settlement, sign and enter the proposed Order, and set a final approval hearing on or about 100 days after the date that the Court grants preliminary approval of the Settlement.

Respectfully Submitted,

/s Jean S. Martin

Jean S. Martin

AYLSTOCK WITKIN KREIS OVERHOLTZ

17 E. Main Street

Pensacola, FL 32502

(850) 202-1010

jmartin@awkolaw.com

/s Gayle M. Blatt

Gayle M. Blatt

CASEY GERRY FRANCAVILLA BLATT LLP

110 Laurel Street

San Diego, CA 92101

(619) 238-1811

gmb@cglaw.com

CERTIFICATE OF COMPLIANCE WITH WORD-COUNT LIMITATION

Pursuant to the Local Rules of the United States District Court for the Southern and Eastern Districts of New York Local and Local Rule 7.1.(c) I certify that this memorandum of law contains 7,046 words, excluding those portions exempted from the word-count limitation. I further certify that this memorandum complies with the applicable word limitation. I relied on the word-count function of Microsoft Word in preparing this certificate.

Dated: August 19, 2026

/s Gayle M. Blatt

Gayle M. Blatt

CASEY GERRY FRANCAVILLA BLATT LLP

110 Laurel Street

San Diego, CA 92101

(619) 238-1811

gmb@cglaw.com

Exhibit A

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this “Settlement Agreement”) is made and entered into as of August 13, 2026 by and between Plaintiffs Levi Combs, Esteban Trujillo, Christie Kuhn, Susan Cakl, Raistlin Beardsley, Nicholas Cimaglio, Ali Gutierrez, Ashley Foster, Jon Hart, Courtney Hammett, Noah Watts, Alexander Buck, and Linda Stevens (collectively, “Plaintiffs” or “Class Representatives”), individually and as representatives of the Settlement Class (as defined below), and Defendant Warner Music Group Corp. (“Warner”). Plaintiffs and Warner collectively are referred to herein as the “Parties,” or, individually, as a “Party.”

DEFINITIONS

As used herein, the following terms have the meanings set forth below:

- A. “Action” means the consolidated litigation entitled *In re: Warner Music Group Data Breach Litigation*, No. 1:20-cv-07473-PGG, filed in the United States District Court for the Southern District of New York (the “Court”), and the related actions against Warner that were ultimately consolidated into that litigation.
- B. “Attorneys’ Fee and Expense Payment” means the amount of attorneys’ fees and reimbursement of costs and expenses awarded to Class Counsel by the Court from the Settlement Fund.
- C. “California Subclass” means all members of the Settlement Class who were residents of the State of California between April 25, 2020 and August 5, 2020, and who made payment card purchases on Warner’s e-commerce websites during that time period.
- D. “California Subclass Members” means all members of the California Subclass other than those persons who validly request exclusion from the California Subclass and Settlement Class as set forth in Section 6 of this Agreement.
- E. “Claims Deadline” means the postmark and/or online submission deadline for submitting a valid Claim Form, which shall be one hundred twenty (120) calendar days after the Notice Date.
- F. “Claim Form” means the form for Settlement Class Members to make a claim, substantially in the form of Exhibit A. The Claim Form will require Settlement Class Members to provide the following information with a personal attestation that the information they have provided is true to the best of their knowledge: (i) full legal name; (ii) current mailing address, email address, and phone number associated with the individual submitting the form; (iii) for California Subclass Members, the mailing address within the State of California associated with an online purchase during the relevant period; and (iv) information specified by the Settlement Administrator sufficient to make a distribution by the electronic means described herein (unless the Settlement Class Member opts for an alternative form of payment).
- G. “Class Counsel” means Jean S. Martin of the law firm of Aylstock, Witkin, Kreis & Overholtz PLLC and Gayle M. Blatt of the law firm Casey Gerry Francavilla Blatt LLP.

- H. “Effective Date” means the first day after which all of the following events and conditions of this Agreement have been met or have occurred: (i) all of the Parties and their counsel have executed this Settlement Agreement; (ii) the Court has entered the Final Approval Order and has entered Judgment; and (iii) the Judgment has become final in that the time for appeal of the Judgment has expired or, if any such appeal and/or petition for review is taken and the Settlement Agreement is affirmed, the time period during which further petition for review, appeal, or writ of certiorari can be taken has expired. If the Judgment is set aside, materially modified, or overturned by any court, and is not fully reinstated on further appeal, the Judgment shall not become final.
- I. “Eligible Organization(s)” means an organization approved by the Court to receive *cy pres* funds from non-distributable residual funds in the Settlement Fund escrow account.
- J. “Final Approval Hearing” means the hearing held before the Court during which the Court will consider entering a Final Approval Order and approving the payment of attorneys’ fees, costs, expenses, and/or service awards to Class Representatives. The Parties shall ask the Court to set a Final Approval Hearing no earlier than 100 calendar days after the entry of the Preliminary Approval Order.
- K. “Final Approval Order” means an order of the Court granting final approval of this Settlement Agreement.
- L. “Judgment” means the Court’s judgment dismissing the Action in its entirety and consistent with the terms of this Settlement Agreement.
- M. “Net Settlement Fund” means the Settlement Fund, less any Attorneys’ Fee and Expense Payment, Service Awards, Settlement Administrator expenses, and taxes (as described in Section 3.2.8 of this Agreement).
- N. “Notice” means the methods of communication of the settlement of the Action to the Settlement Class via the Notice Plan, as contemplated in Section 7 of this Agreement, and approved by the Court. The Notice shall be substantially in the forms attached as Exhibits B (“Email Notice”), C (“Postcard Notice”), and D (“Detailed Notice”).
- O. “Notice Date” means the first date on which Notice is emailed or mailed to members of the Settlement Class, provided, however, that any re-emailing of such Notice (including mailing the Postcard Notice to members of the Settlement Class for whom the Email Notice is returned as undeliverable) shall not affect or extend the Notice Date. The “Notice Date” shall be thirty-five (35) calendar days after the Court issues the Preliminary Approval Order.
- P. “Notice Plan” means the plan for disseminating Notice of the settlement of the Action to the Settlement Class, described in Section 7.2 of this Agreement.
- Q. “Plaintiff Released Parties” means Plaintiffs, and all other persons acting on their behalf in connection with the 2020 Cybersecurity Incident, including their heirs, executors, representatives, agents, attorneys, successors or assigns.

- R. “Plaintiff Releasing Parties” means Plaintiffs and the Settlement Class Members, including any and all of their respective heirs, executors, administrators, representatives, agents, partners, successors, or assigns.
- S. “Preliminary Approval Order” means the Court’s order preliminarily approving the settlement of the Action, Notice, and Notice Plan, substantially in the form of Exhibit E.
- T. “Service Awards” means the amounts awarded to the Class Representatives by the Court from the Settlement Fund solely for their services, time, and effort on behalf of the Settlement Class Members. Service Awards shall not be a measure of damages.
- U. “Settlement Administrator” means an independent settlement administrator to be agreed upon by the Parties and approved by the Court.
- V. “Settlement Amount” means the amount of one million and two hundred and fifty thousand dollars (\$1,250,000.00) to be deposited by or on behalf of Warner in the Settlement Fund escrow account.
- W. “Settlement Class” means all natural persons residing in the United States who made payment card purchases on Warner’s e-commerce websites between April 25, 2020 and August 5, 2020. Excluded from the Settlement Class are (i) Warner; (ii) Warner’s parents, subsidiaries, affiliated entities under common corporate ownership, officers, directors, and employees; (iii) any entity in which Warner has a controlling interest; (iv) any individual who would otherwise be included in the Settlement Class, but has agreed, in another proceeding, to release claims covered by this Settlement; and (v) any judge presiding over this Action, their staff, and the members of the judge’s immediate family. Warner stipulates to this Settlement Class for settlement purposes only.
- X. “Settlement Class Members” means all members of the Settlement Class other than those persons who validly request exclusion from the Settlement Class as set forth in Section 6 of this Agreement.
- Y. “Settlement Fund” means the non-reversionary settlement fund described in Section 3.2 of this Agreement to be distributed in accordance with the terms of this Settlement Agreement.
- Z. “Settlement Website” means a publicly accessible website created and maintained by the Settlement Administrator for the purpose of providing the Settlement Class with notice of and information about the settlement of the Action.
- AA. “Warner Released Parties” means Warner, its respective current and former owners, parents, wholly or majority-owned subsidiaries, divisions, affiliated and related entities of any nature whatsoever, whether direct or indirect, as well as each of Warner’s respective predecessors, successors and assigns, licensees, representatives, trustees, transferees, and all other persons, entities, and corporations acting on their behalf, including any current and former directors, officers, employees, principals, agents, advisors, consultants, contractors, insurers, reinsurers, subrogees, shareholders, and attorneys, and including, without limitation, any person related to any such entity or person who is, was, or could have been named as a defendant in the Action.

BB. “Warner’s Counsel” means the law firm Morrison Foerster LLP.

RECITALS

This Agreement is made for the following purposes and with reference to the following facts:

WHEREAS, on August 23, 2021, Plaintiffs filed the operative First Amended Consolidated Class Action Complaint against Warner in the U.S. District Court for the Southern District of New York, *In re: Warner Music Group Data Breach Litigation*, No. 1:20-cv-07473-PGG (S.D.N.Y.), individually and on behalf of a proposed nationwide class and a proposed California subclass, alleging, *inter alia*, negligence, negligent misrepresentation, breach of implied contract, unjust enrichment, statutory claims, and consumer protection claims arising out of a 2020 cybersecurity incident involving certain retail websites operated by or on behalf of certain of Warner’s indirect subsidiaries (the “2020 Cybersecurity Incident”);

WHEREAS, following the Court’s September 3, 2025 Order partially granting and partially denying Warner’s motion to dismiss (ECF No. 88), Plaintiffs’ surviving claims are for negligence and breach of implied contract on behalf of the putative nationwide class and a California Consumer Privacy Act (“CCPA”) claim on behalf of the California subclass;

WHEREAS, following the October 16, 2025 case management conference, after discussion with the Parties, the Court directed the parties to “engage in informal discussions with a view towards determining whether a negotiated resolution of this case might be possible” (ECF No. 95);

WHEREAS, the Parties desire to resolve all claims asserted or that could have been asserted in the Action relating to the allegations made against Warner and/or the Warner Released Parties;

WHEREAS, the Parties and their respective counsel participated in a full-day mediation on February 19, 2026, facilitated by Bennett G. Picker, which ultimately resulted in the Parties reaching an agreement in principle to settle the Action on the terms and conditions embodied in this Settlement Agreement;

WHEREAS, Plaintiffs have thoroughly analyzed the factual and legal issues in the Action, have engaged in motion practice, have considered the risks associated with the continued prosecution of this complex and time-consuming litigation and the likelihood of ultimate success on the merits, and have concluded that the Settlement Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class and that this Settlement Agreement should be approved by the Court under Rule 23(e) of the Federal Rules of Civil Procedure;

WHEREAS, Warner denies all of the allegations made in the Action and denies that it did anything unlawful or improper;

WHEREAS, Warner’s agreement to enter into this Settlement Agreement is not an admission of guilt or wrongdoing of any kind, and it is entering into this Settlement Agreement solely to avoid the further burden and expense of continued litigation of the Action;

WHEREAS, the Parties desire to settle the Action in its entirety as to Plaintiffs, the Settlement Class Members, and Warner with respect to all Released Claims, and intend this Settlement Agreement to bind Plaintiffs (both as the Class Representatives and individually), Warner, and Settlement Class Members;

NOW THEREFORE, in light of the foregoing, for good and valuable consideration, the Parties, and each of them, hereby warrant, represent, acknowledge, covenant, and agree, subject to approval by the Court, as follows:

1. SETTLEMENT CLASS

1.1 Certification of the Settlement Class. For purposes of settlement and the proceedings contemplated by this Settlement Agreement only, the Parties stipulate and agree that a Settlement Class shall be provisionally certified pursuant to Federal Rule of Civil Procedure 23 as defined herein, that Plaintiffs Levi Combs, Esteban Trujillo, Christie Kuhn, Susan Cakl, Raistlin Beardsley, Nicholas Cimaglio, Ali Gutierrez, Ashley Foster, Jon Hart, Courtney Hammett, Noah Watts, Alexander Buck, and Linda Stevens shall be appointed Class Representatives and shall represent the Settlement Class for settlement purposes, and that Jean S. Martin of the law firm of Aylstock Witkin Kreis & Overholtz PLLC and Gayle M. Blatt of the law firm Casey Gerry Francavilla Blatt LLP shall be appointed Class Counsel for the Settlement Class.

1.2 Decertification of the Settlement Class if Settlement Not Approved. Warner does not consent to certification of the Settlement Class for any purpose other than to effectuate settlement of the Action. If the Court does not enter a Final Approval Order, or if for any other reason the Effective Date does not occur, this Settlement Agreement and any certification of any Settlement Class will be vacated, and the Parties will be returned to their positions with respect to the Action as if the Parties had not entered into the Settlement Agreement. Specifically: (a) the Parties shall jointly request that any Court order preliminarily or finally approving the certification of any Settlement Class contemplated by this Settlement Agreement be vacated, and agree that such order shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Settlement Agreement, that Warner did not oppose the certification of a Settlement Class under this Settlement Agreement, or that the Court preliminarily or finally approved the certification of a Settlement Class, shall not be used or cited thereafter by any person in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class. In the event the terms and conditions of this Settlement Agreement are substantially modified by the Court, the Parties reserve the right to declare this Settlement Agreement null and void, within fourteen (14) calendar days after such modification. For purposes of this Section, "substantially modified" means material changes including but not limited to (a) the definition of the Settlement Class, Settlement Class Members, Warner Released Parties, or Released Claims; and/or (b) the size of the Settlement Fund; and/or (c) the Notice Plan, including methods of distributing notice, to the Settlement Class. Notwithstanding the above, in the event the settlement is not approved, the Parties will meet and confer in good faith, to the extent possible, to address the Court's concerns before declaring the Settlement Agreement null and void.

2. CONFIDENTIALITY AND COMMUNICATIONS REGARDING THE SETTLEMENT

- 2.1 The Parties, Class Counsel, and Warner's Counsel agree that the negotiations leading to the execution of this Settlement Agreement and all submissions, documents, communications, and arguments related to the mediation shall not be disclosed by the Parties, Class Counsel, and Warner's Counsel other than as necessary to finalize this Settlement Agreement and Notice Plan and obtain necessary approvals to effectuate this Settlement Agreement and Notice Plan.
- 2.2 The Parties, Class Counsel, and Warner's Counsel agree that after this Settlement Agreement is submitted to the Court, each Party may respond in neutral terms to inquiries, including from the press, to communicate that the Action has been resolved by the Parties. Any response shall not contain inflammatory language about the Parties or their perceived conduct in the Action, and shall be limited to accurately describing the terms of the settlement as reflected in this Settlement Agreement.

3. SETTLEMENT RELIEF

3.1 Class Benefit.

- 3.1.1 Each Settlement Class Member and California Subclass Member shall have the opportunity to submit a valid Claim Form on or before the Claims Deadline to receive their weighted *pro rata* portion of the Net Settlement Fund. Settlement Class Members will receive one (1) share of the Net Settlement Fund per valid claim; California Subclass Members will receive one (1) additional share (a total of two (2) shares) per valid claim.
- 3.1.2 The Settlement Administrator shall distribute the class benefit to Settlement Class Members submitting timely claims within forty (40) calendar days after Defendant pays the remaining balance of the Settlement Amount into the Settlement Fund pursuant to Section 3.2.13. The class benefit will be sent by digital payment or by check with an appropriate legend, in a form approved by Class Counsel and Warner's Counsel, to indicate that it is from the settlement of the Action and checks shall be valid for one hundred and eighty (180) calendar days. The Settlement Administrator shall distribute the class benefit either digitally or via the U.S. Postal Service to mailing addresses provided by the Settlement Class Member. Where a valid mailing address is not provided, and a check is the Settlement Class Member's preferred method of payment, the Settlement Administrator will determine the most recently known address to which the check shall be sent. The Settlement Administrator will make reasonable efforts to locate the proper address for any Settlement Class Member whose check is returned by the Postal Service as undeliverable or digital payment is unclaimed and will re-mail or mail payments once to the updated address.

3.2 Settlement Fund.

- 3.2.1 The Settlement Administrator shall establish and maintain the Settlement Fund in the amount of \$1,250,000. The Settlement Fund shall be a non-reversionary

common fund, no part of which shall revert to Warner. The Settlement Administrator will hold the Settlement Fund in escrow until such time as the Settlement Administrator is authorized to disseminate the funds pursuant to this Settlement Agreement, the Final Approval Order, or other order of the Court.

- 3.2.2 The Settlement Fund is intended to be treated as a Qualified Settlement Fund (“QSF”) for U.S. federal income tax purposes, with Warner treated as the “transferors” to the QSF within the meaning of Section 1.468B-1(d)(1) of the Treasury Regulations with respect to the Settlement Fund. The Settlement Administrator shall be the “administrator” of the QSF within the meaning of Section 1.468B-2(k)(3) of the Treasury Regulations, responsible for causing the filing of all tax returns required to be filed by or with respect to the QSF, paying from the QSF any taxes owed by or with respect to the QSF, and complying with any applicable information reporting or tax withholding requirements imposed by Section 1.468B-2(l)(2) of the Treasury Regulations or any other applicable law on or with respect to the QSF. Warner shall provide to the Settlement Administrator any documentation reasonably requested by the Settlement Administrator that is required to obtain QSF status for the Settlement Fund pursuant to Treas. Reg. §1.468B-1. All taxes on income or interest generated by the Settlement Fund, if any, shall be paid out of the Settlement Fund.
- 3.2.3 The Settlement Administrator shall open an escrow account for the Settlement Fund at an escrow bank following the Parties’ mutual agreement as to the appropriate bank and account. The Settlement Fund escrow bank shall invest the Settlement Fund exclusively in an interest-bearing account.
- 3.2.4 Other than the Settlement Fund, Warner will have no financial obligations to Class Representatives, Settlement Class Members, Class Counsel, any other attorney representing any Settlement Class Member, or the Settlement Administrator with respect to the Released Claims. The Settlement Fund represents the total extent of Warner’s monetary obligations under this Settlement Agreement. In no event shall Warner’s total monetary obligations with respect to this Settlement Agreement exceed the Settlement Amount stated above.
- 3.2.5 Subject to Section 3.2.14, the Settlement Administrator will draw from the Settlement Fund to cover all obligations with respect to costs related to this Settlement Agreement, including the expenses of the Settlement Administrator, the Notice Plan, payments to Settlement Class Members, any Service Awards, any Attorneys’ Fee and Expense Payment, and any other administrative fees and expenses in connection with this Settlement Agreement; provided, however, that the Parties must approve any payments to the Settlement Administrator prior to the Settlement Administrator incurring such expenses and prior to any withdrawals from the Settlement Fund. The Parties intend that, after the foregoing payments and disbursements are made, there will be no funds remaining.

- 3.2.6 If this Settlement Agreement is terminated, the Settlement Administrator will return all funds to Warner within ten (10) calendar days of the termination date; provided, however, that the Settlement Administrator need not return any funds already spent on notice and on reasonable Settlement Administrator expenses before the termination date. Notwithstanding any provision herein, in the event this Settlement Agreement is not approved by any court, or is terminated for any reason, or the settlement set forth in this Settlement Agreement is declared null and void, or in the event that the Effective Date does not occur, Settlement Class Members, Class Representatives, and Class Counsel shall not in any way be responsible or liable for any administration expenses, taxes with respect to the Settlement Fund, or any expenses, including costs of notice and administration associated with this Settlement Agreement, except that each Party shall bear its own attorneys' fees and costs and Warner's future payment obligations shall cease.
- 3.2.7 The Warner Released Parties, Warner's Counsel, the Plaintiff Releasing Parties and Settlement Class Members shall have no liability, obligation, or responsibility with respect to the investment, disbursement, or other administration or oversight of the Settlement Fund and shall have no liability, obligation, or responsibility with respect to any liability, obligation, or responsibility of the Settlement Administrator.
- 3.2.8 All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by or in connection with the Settlement Fund escrow account, including any taxes or tax detriments that may be imposed upon Class Counsel or Warner with respect to income earned by the Settlement Fund escrow account for any period during which the Settlement Fund escrow account does not qualify as a QSF for purposes of federal or state income taxes or otherwise, shall be paid out of the Settlement Fund escrow account. Plaintiffs, Class Counsel, and Warner shall have no liability or responsibility for any taxes arising with respect to the Settlement Fund escrow account.
- 3.2.9 For avoidance of doubt, neither Warner nor any of the Warner Released Parties shall have any liability, obligation, or responsibility whatsoever for tax obligations arising from payments to any Settlement Class Member based on the activities and income of the QSF. In addition, neither Warner nor any of the Warner Released Parties shall have any liability, obligation, or responsibility whatsoever for tax obligations arising from payments to Class Counsel. The QSF will be solely responsible for its tax obligations. Each Settlement Class Member will be solely responsible for their tax obligations. Each Class Counsel or other attorney or firm receiving a distribution from the Settlement Fund will be solely responsible for their tax obligations. The Parties acknowledge that amounts paid by Warner under this Settlement Agreement are solely because of Warner's desire to resolve and move forward from this matter.
- 3.2.10 Warner is not providing legal advice to any party or other person regarding the taxability of any amount paid hereunder and nothing contained herein shall be

interpreted as constituting legal advice regarding the taxability of any amount paid hereunder, nor shall it be relied upon as such. For the avoidance of doubt, Warner makes no representation or warranty to any person regarding, and shall have no liability with respect to, the qualification of the Settlement Fund as a QSF. Any tax issues raised by this Settlement Agreement may be unique as to each Party and Settlement Class Member, and each Party and Settlement Class Member is advised to obtain tax advice from their own tax advisor with respect to any payments resulting from this Settlement Agreement. Each Party and Settlement Class Member will be responsible for paying their own respective share of all applicable state, local, and federal taxes on all amounts received or paid pursuant to this Settlement Agreement.

- 3.2.11 Warner shall have no liability whatsoever with respect to (i) any act, omission, or determination by Class Counsel or the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the determination, administration, or calculation of benefits to be paid to Settlement Class Members from the Settlement Fund; or (iv) the payment or withholding of taxes or related expenses, or any expenses or losses incurred in connection therewith. The Plaintiff Releasing Parties and Class Counsel release Warner and the Warner Released Parties from any and all liability and claims arising from or with respect to the administration, investment, or distribution of the Settlement Fund, or the qualification of the Settlement Fund as a QSF. If applicable, the Settlement Administrator shall be responsible for obtaining all necessary information for any required IRS Forms 1099 or other tax forms and issuing such tax forms as necessary.
- 3.2.12 Within twenty-one (21) calendar days after entry of the Preliminary Approval Order, Warner shall cause to be paid into the Settlement Fund the portion of the Settlement Amount sufficient to cover the reasonable costs of CAFA Notice (as defined below), Notice, and settlement administration associated with Notice and benefit processing, as estimated by the Settlement Administrator.
- 3.2.13 Within twenty-one (21) calendar days after the Effective Date, Warner shall cause the balance of the Settlement Amount to be paid into the Settlement Fund.
- 3.2.14 The Settlement Fund shall be applied as follows, in accordance with the terms and conditions set forth in this Settlement Agreement:
- 3.2.14.1 To pay the costs of Notice and settlement administration;
- 3.2.14.2 To pay any Attorneys' Fee and Expense Payment and any Service Awards that may be approved by the Court; and
- 3.2.14.3 To distribute the Net Settlement Fund to Settlement Class Members in accordance with this Settlement Agreement. Specifically, each Settlement Class Member shall receive digital or check payment of their respective *pro rata* shares, as described in Section 3.1.1 above.

3.2.14.4 If all benefit distribution, Notice and settlement administration costs, any Attorneys' Fee and Expense Payment, and any Service Awards total an amount less than the Settlement Fund, or to the extent that any distribution funds remain in the Settlement Fund two hundred and ten (210) calendar days after the Effective Date, such funds ("Residual Funds") shall be redistributed on a *pro rata* basis to Settlement Class Members who previously received and cashed or claimed their initial payments, to the extent feasible and practical in light of the costs of administering such subsequent payments, unless the amounts involved are too small to make individual distributions economically viable or other specific reasons exist that would make such further distributions impossible or unfair.

3.2.14.5 If the Settlement Administrator determines that any residue of the Settlement Fund cannot be distributed on a *pro rata* basis to Settlement Class Members pursuant to Section 3.2.14.4, the remaining funds shall be distributed to one or more 26 U.S.C. § 501(c)(3) non-profit Eligible Organization(s) as approved by the Court.

3.2.14.6 All costs associated with the disposition of residual funds, whether through additional distributions to Settlement Class Members and/or to the non-profit Eligible Organization(s), shall be borne solely by the Settlement Fund.

3.3 **Determination and Processing of Claims.** The Settlement Administrator will review all Claim Forms to determine their validity and each Claimant's eligibility, and shall employ reasonable procedures to screen claims for abuse or fraud. The Settlement Administrator will reject any claim that does not materially comply with the instructions on the Claim Form after a reasonable opportunity to cure, is not submitted by a Settlement Class Member, or is deemed to be duplicative or fraudulent.

3.4 **Cy Pres Recipients.** No later than seven (7) calendar days before the filing of Plaintiffs' Motion for Attorneys' Fees and Expenses, the Parties will identify and file their recommendation to the Court for approval of one or more Eligible Organization(s) in the form of a Notice of *Cy Pres* Designation or similar communication.

3.5 **Cy Pres Reporting.** Each Eligible Organization(s) shall agree that, if approved by the Court, it shall provide a report to the Parties within one hundred and eighty (180) calendar days following first receipt of *cy pres* funds, describing how it has used any *cy pres* funds and how it intends to use any remaining funds.

4. **OBTAINING COURT APPROVAL OF THE AGREEMENT**

4.1 **Preliminary Approval.** Class Counsel will file the motion for preliminary approval within thirty (30) calendar days of the execution of this Agreement and will provide that draft to Warner's Counsel at least seven (7) calendar days prior to the filing of the motion, unless otherwise agreed to by the Parties. The motion shall be written in a manner that states Plaintiffs' allegations and claims, while making clear that Warner

denies each and every allegation of wrongdoing, admits no liability, and states that Warner agreed to settle the Action solely because of Warner's desire to resolve and move forward from this matter. Warner may provide comments concerning the motion, and Class Counsel will meet and confer with Warner's Counsel in good faith regarding Warner's comments.

- 4.2 **CAFA Notice.** Not later than ten (10) calendar days after this Settlement Agreement is filed with the Court, Warner will direct the Settlement Administrator to provide timely notice of the motion as required by the Class Action Fairness Act ("CAFA Notice"), 28 U.S.C. § 1711 *et seq.*
- 4.3 **Motion for Final Approval.** In accordance with the schedule set in the Preliminary Approval Order, Class Counsel will draft the motion for final approval of the settlement at least fourteen (14) calendar days prior to the date set for the Final Approval Hearing and will provide that draft to Warner's Counsel at least seven (7) calendar days prior to the filing of the motion, unless otherwise agreed to by the Parties. The motion shall be written in a manner that states Plaintiffs' allegations and claims while making clear that Warner denies each and every allegation of wrongdoing, admits no liability, and states that Warner agreed to settle the Action solely because of Warner's desire to resolve and move forward from this matter. Warner may provide comments concerning the motion, and Class Counsel will meet and confer with Warner's Counsel in good faith regarding Warner's comments.

5. OBJECTIONS

- 5.1 Settlement Class Members may file objections to the Settlement, Class Counsel's request for Attorneys' Fee and Expense Payment and/or Class Representatives' request for Service Awards. Only Settlement Class Members shall be eligible to make an objection to this Settlement Agreement.
- 5.2 Any Settlement Class Member who intends to object to the settlement of the Action must submit to the Court a written statement that includes: (i) a caption or title that identifies it as an objection to the settlement of this Action; (ii) the Settlement Class Member's full name, mailing address, email address, and telephone number; (iii) the objector's basis for believing they are a Settlement Class Member; (iv) a statement whether the objector intends to appear at the Final Approval Hearing and, if so, whether personally or through counsel; (v) a clear and concise statement of the grounds for the objection; and (vi) a statement identifying their counsel, if they are represented by counsel. To be timely, the objection must be filed with the Court or postmarked within sixty (60) calendar days after the Notice Date (the "Objection Deadline"). An objection may be submitted to the Court by filing electronically, filing in person at any location of the United States District Court for the Southern District of New York, or by mail to the Clerk of the United States District Court for the Southern District of New York.
- 5.3 Any Settlement Class Member who fails to timely submit to the Court an objection in accordance with the terms of Sections 5.1 and 5.2 of this Agreement and as detailed in the Notice shall waive and forfeit any and all rights the Settlement Class Member may have to object, appear, present witness testimony, and/or submit evidence; may be

barred from appearing, speaking, or introducing any testimony or evidence at the Final Approval Hearing unless approved by the Court; shall be precluded from seeking review of this Agreement by appeal or other means; and shall be bound by all the terms of this Settlement Agreement and by all proceedings, orders, and judgments in the Action.

- 5.4 Settlement Class Members may raise an objection either on their own or through an attorney hired at their own expense. If a Settlement Class Member hires an attorney to represent him or her, the attorney must (i) file a notice of appearance with the Court no later than the Objection Deadline, and (ii) deliver a copy of the notice of appearance on Class Counsel and Warner's counsel, no later than the Objection Deadline. Settlement Class Members, or their attorneys, intending to make an appearance at any hearing relating to this Settlement Agreement, including the Final Approval Hearing, must deliver to Class Counsel and Warner's counsel, and file with the Court, no later than twenty-one (21) calendar days before the date of the hearing at which they plan to appear, or as the Court otherwise may direct, a notice of their intention to appear at that hearing.
- 5.5 Class Counsel shall file their request for the Attorneys' Fee and Expense Payment and Class Representatives shall file their request for Service Awards at least fourteen (14) calendar days prior to the Objection Deadline. Once filed, the request shall be posted on the Settlement Website.
- 5.6 Plaintiffs and Warner shall have the right, but not the obligation, to respond to any objection no later than the deadline for the Motion for Final Approval. The Party responding shall file a copy of the response with the Court and shall serve a copy on the objector (or counsel for the objector).

6. EXCLUSIONS

- 6.1 **Requests for exclusion.** The Notice will advise all members of the Settlement Class of their right to exclude themselves from the settlement of the Action. The Settlement Agreement will not bind any individuals who timely exclude themselves from the settlement. Settlement Class Members may not seek to both exclude themselves from the Class and submit an objection to this Settlement Agreement. Any Settlement Class Member who both objects to this Settlement Agreement and submits a timely and valid request for exclusion will be deemed to have opted out and the objection shall be deemed null and void.
- 6.2 **Requesting process.** A member of the Settlement Class may request exclusion from the settlement until the Exclusion Deadline (defined below). To request exclusion, the individual must complete, personally sign, and mail to the Settlement Administrator a request for exclusion, using a form to be agreed on by the Parties (the "Request for Exclusion"). The Request for Exclusion will be available to download via the Settlement Website and must be personally signed by the member of the Settlement Class seeking exclusion. So-called "mass" or "class" opt-outs shall not be allowed. To be valid, a Request for Exclusion must be postmarked on or before the Exclusion Deadline. Any Person who submits a valid and timely Request for Exclusion shall not be entitled to relief under, and shall not be affected by, this Settlement Agreement or any relief provided by this Settlement Agreement. For a Request for Exclusion to be

valid, it must contain: (i) the name of the Action; (ii) the person's full name, mailing address, email address, and telephone number; (iii) a specific statement of the person's intention to be excluded from the settlement; (iv) the identity of the person's counsel, if represented; and (v) the personal signature of the individual Settlement Class Member. The Parties shall have the right to challenge the timeliness and validity of any Request for Exclusion.

- 6.3 **Deadline.** To be excluded from the settlement, the Request for Exclusion must be postmarked by the Exclusion Deadline established in the Preliminary Approval Order, which shall be sixty (60) calendar days after the Notice Date (the "Exclusion Deadline").
- 6.4 **Effect of exclusion.** Any person who is a member of the Settlement Class and who validly and timely submits a Request for Exclusion from the settlement shall not be (i) a Settlement Class Member; (ii) bound by the Settlement Agreement; (iii) eligible to receive any benefit under the terms of the Settlement Agreement; or (iv) entitled to submit an objection to the settlement.
- 6.5 **Exclusion list.** No later than fifteen (15) calendar days after the Exclusion Deadline, the Settlement Administrator will provide Class Counsel and Warner's Counsel with the list of persons who have timely and validly excluded themselves from the settlement.
- 6.6 **Effect of exclusions.** If ten percent or more of the members of the Settlement Class validly and timely exclude themselves from the settlement, then Warner shall have the option to rescind this Settlement Agreement, in which case all of Warner's obligations under this Settlement Agreement shall cease to be of any force and effect, and this Settlement Agreement shall be rescinded, cancelled, and annulled. If Warner exercises this option, they shall provide Plaintiffs and the Court with written notice of their election within fifteen (15) calendar days of receiving the exclusion list from the Settlement Administrator, at which point the Parties shall return to their respective positions that existed prior to the execution of this Settlement Agreement. No term of this Settlement Agreement or any draft thereof, or the negotiation, documentation, or other part of any aspect of the Parties' settlement discussions, or any filings or orders respecting the settlement or any aspect of the settlement, shall have any effect or be admissible as evidence for any purpose in the Action, or in any other proceeding.

7. NOTICE AND SETTLEMENT ADMINISTRATION

- 7.1 Warner will provide to the Settlement Administrator any names, addresses, phone numbers, email addresses, and mailing addresses in its possession for those for whom Warner does not have email addresses, for all members of the Settlement Class within ten (10) calendar days of the date of entry of the Preliminary Approval Order. The Settlement Administrator will administer the Notice in accordance with the Preliminary Approval Order. The Settlement Administrator will keep identities and contact information of members of the Settlement Class confidential, using them only for purposes of administering this settlement. The Settlement Class is comprised of approximately 122,295 individuals, and the California Subclass approximately 20,741 individuals.

7.2 **Notice Plan.** The Parties agree upon and will seek Court approval of the following forms and methods of Notice to the Settlement Class. The Notice shall conform to all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clauses), and any other applicable law:

7.2.1 **Settlement Website.** The Settlement Administrator will establish and maintain a Settlement Website with the domain name www.WMGDataSettlement.com. The Settlement Website will include, without limitation, the Detailed Notice, the Settlement Agreement, the Complaint, the Preliminary Approval Motion and Order as entered, Plaintiffs' Motion for Attorneys' Fees and Expenses and Service Awards, Plaintiffs' Motion for Final Approval of Class Action Settlement, answers to a set of frequently asked questions, and information on how to object or request exclusion, as well as contact information for Class Counsel and the Settlement Administrator. The Settlement Website will be live on the Notice Date. The Settlement Website shall be deactivated no earlier than ninety (90) calendar days after the Effective Date at Class Counsel's instruction.

7.2.2 **Toll-Free Number.** The Settlement Administrator will establish a toll-free telephone number where members of the Settlement Class can request a copy of the Detailed Notice and other case documents.

7.2.3 **Email Notice.** The Settlement Administrator will email to each member of the Settlement Class for whom Warner has an available email address a copy of the Email Notice. The email notice shall contain a hyperlink to the Settlement Website.

7.2.4 **Postcard Notice.** For members of the Settlement Class (a) for whom Warner does not have a valid and available email address, or (b) for whom the Email Notice is returned as undeliverable, the Settlement Administrator will mail to each such member a Postcard Notice at the provided Settlement Class Member mailing address it reasonably determines is valid. Postcard Notices returned by the U.S. Postal Service with a forwarding address will be re-mailed to that address.

7.2.5 **Detailed Notice.** The Detailed Notice shall contain a plain and concise description of the nature of the action and the proposed settlement, including information on the definition of the Settlement Class, how the proposed settlement would provide relief to Settlement Class Members, what claims are released under the proposed settlement, and other relevant information. The Detailed Notice shall also inform members of the Settlement Class of their right to seek exclusion from the settlement and to object to the settlement, together with the Exclusion and Objection Deadlines and procedures for exercising those rights.

7.3 The Settlement Administrator has agreed to perform all Notice and administration duties required by the Settlement Agreement. The Parties agree that the Settlement Administrator may make non-material modifications to the Notice described herein without further order of the Court, so long as they are approved by the Parties and

consistent in all material respects with the Settlement Agreement and Preliminary Approval Order.

- 7.4 With approval from Class Counsel and Warner's Counsel, the Settlement Administrator will withdraw from the Settlement Fund funds sufficient to cover all reasonable costs and expenses related to the Notice and administration functions to be performed by the Settlement Administrator, including the benefit distribution process.

8. ATTORNEYS' FEE AND EXPENSE PAYMENT AND SERVICE AWARDS

- 8.1 Class Counsel may apply to the Court for an order approving the payment of reasonable attorneys' fees and expenses. Warner reserves the right to object or comment on Class Counsel's request for attorneys' fees and expenses in the District Court but agrees not to appeal any order of the District Court awarding attorneys' fees and expenses.
- 8.2 Class Counsel may apply for up to \$1,500 in Service Awards to each Class Representative. Warner agrees not to oppose these requests up to \$1,500.
- 8.3 The Court's award of any Attorneys' Fee and Expense Payment shall be separate from the determination of whether to approve the settlement. Any order or proceeding relating to the Attorneys' Fee and Expense Payment or any Service Award, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate this Settlement Agreement or affect or delay the finality of the Final Approval Order and Judgment approving the settlement. In the event the Court approves the settlement, but declines to award Class Counsel attorneys' fees or expenses in the amount requested by Class Counsel, or a Service Award in an amount different from that requested by Class Representatives, the Settlement Agreement will nevertheless be binding on the Parties to the extent permissible under applicable law. The Attorneys' Fee and Expense Payment shall be paid by the Settlement Administrator to an account or accounts designated by Class Counsel within five (5) calendar days of receipt of the balance of the Settlement Amount pursuant to Section 3.2.13 and the issuance of an order directing payment of that Attorneys' Fee and Expense Payment.
- 8.4 Within five (5) calendar days after the entry of an order by any court of competent jurisdiction which vacates, reverses or alters the Final Approval Order or the order granting Class Counsel's request for attorneys' fees and expenses, Class Counsel shall repay to Warner the full amount Class Counsel received for such award.
- 8.5 Any order or proceeding relating to the application for a Service Award, the pendency of the application, or any appeal from any such order, will not operate to terminate or cancel this Settlement Agreement or affect or delay the finality of the Final Approval Order and Judgment approving the settlement. The Class Representatives' approval of this settlement is not contingent on the filing of an application for a Service Award, or the Court approving any application for a Service Award.

9. DENIAL OF LIABILITY; PROHIBITION OF USE

- 9.1 Warner vigorously denies all of the allegations in the Action. Warner enters into this Settlement Agreement without in any way acknowledging any fault, liability, or wrongdoing of any kind. Warner further denies the truth of any of the claims asserted in the Action, including any allegations that Plaintiffs or any member of the Settlement Class has been harmed by any conduct by Warner, whether as alleged in the Action or otherwise. Warner further asserts that no injury has been alleged by the Action, and Warner's practices are and were lawful and proper. Warner nonetheless has concluded that it is in its best interest that the Action be settled on the terms and conditions set forth herein in light of the expense that would be necessary to defend this litigation and the benefits of disposing of protracted and complex litigation.
- 9.2 To the extent permitted by law, neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding to establish any liability or admission by Warner, or to establish the truth of any of the claims or allegations alleged in the Action.
- 9.3 Neither the Settlement Agreement nor anything that the Parties said or did during the negotiation of the Settlement Agreement shall be construed or used in any manner as an admission of liability or evidence of any Party's fault, liability, or wrongdoing of any kind; nor shall it be construed as an admission of any lack of merit of the causes of action asserted in the Action.
- 9.4 To the extent permitted by law, the Settlement Agreement may be pleaded or invoked as a full and complete defense to and may be used as the basis for an injunction against any action, suit, or other proceeding which may be instituted, prosecuted, or attempted for the Released Claims.

10. RELEASES AND WARRANTIES

- 10.1 The Parties represent that they have obtained the requisite authority to enter into this Settlement Agreement in a manner that binds all Parties to its terms.
- 10.2 As of the Effective Date, the Plaintiff Releasing Parties hereby fully and irrevocably release and forever discharge the Warner Released Parties from any and all claims, demands, rights, damages, arbitrations, liabilities, obligations, suits, debts, liens, and causes of action (including, without limitation, claims for attorneys' fees and expenses and costs) pursuant to any theory of recovery (including, but not limited to, those based in contract or tort, common law or equity, federal, state, or local law, statute, ordinance, or regulation) of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including unknown claims as of the execution date of the Settlement Agreement that have been or could have been asserted in the Action, including but not limited to any such claims the Plaintiff Releasing Parties may have against the Warner Released Parties arising out of, in whole or in part, the conduct of any other third party, and/or the 2020 Cybersecurity Incident (the "Released Claims").

- 10.3 In consideration for this Settlement Agreement and the consideration set forth herein, Plaintiffs and the Settlement Class Members acknowledge that the release herein includes any and all claims, demands, rights, damages, arbitrations, liabilities, obligations, suits, debts, liens, and causes of action (including, without limitation, claims for attorneys' fees and expenses and costs) pursuant to any theory of recovery (including, but not limited to, those based in contract or tort, common law or equity, federal, state, or local law, statute, ordinance, or regulation) of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including unknown claims as of the execution date of the Settlement Agreement that have been or could have been asserted in the Action, including but not limited to any such claims the Plaintiff Releasing Parties may have against the Warner Released Parties arising out of, in whole or in part, the conduct of any other third party, and/or the 2020 Cybersecurity Incident.
- 10.4 As of the Effective Date, Warner hereby fully and irrevocably releases and forever discharges the Plaintiff Released Parties from any and all claims, demands, rights, damages, arbitrations, liabilities, obligations, suits, debts, liens, and causes of action (including, without limitation, claims for attorneys' fees and expenses and costs) pursuant to any theory of recovery (including, but not limited to, those based in contract or tort, common law or equity, federal, state, or local law, statute, ordinance, or regulation) of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including unknown claims as of the execution date of the Settlement Agreement arising out of, in whole or in part, the 2020 Cybersecurity Incident. Notwithstanding the foregoing, this release expressly does not apply to anyone who was involved in causing the 2020 Cybersecurity Incident.
- 10.5 In consideration for this Settlement Agreement and the consideration set forth herein, Warner acknowledges that the release herein includes any and all claims, demands, rights, damages, arbitrations, liabilities, obligations, suits, debts, liens, and causes of action (including, without limitation, claims for attorneys' fees and expenses and costs) pursuant to any theory of recovery (including, but not limited to, those based in contract or tort, common law or equity, federal, state, or local law, statute, ordinance, or regulation) of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including unknown claims as of the execution date of the Settlement Agreement that Warner may have against the Plaintiff Released Parties related to the 2020 Cybersecurity Incident. Notwithstanding the foregoing, this release expressly does not apply to anyone who was involved in causing the 2020 Cybersecurity Incident.
- 10.6 Plaintiffs and the Settlement Class Members hereby agree that all rights under California Civil Code § 1542, and any similar law of any state or territory of the United States, are expressly and affirmatively waived as to the Released Claims. California Civil Code § 1542 states as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT
THE CREDITOR OR RELEASING PARTY DOES NOT KNOW
OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME
OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY

HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

- 10.7 When the Final Approval Order and Judgment are entered, the Action will be dismissed with prejudice.
- 10.8 Each Party to this Settlement Agreement represents and warrants that they have not heretofore assigned or transferred, or purported to assign or transfer, any of the Released Claims to any other person and that they are fully entitled to compromise and settle the same.
- 10.9 No person will have any claim of any kind against the Parties or their counsel or the Settlement Administrator with respect to the settlement and the matters set forth herein or based on determinations or distributions made substantially in accordance with this Settlement Agreement, the Final Approval Order and Judgment, or other order(s) of the Court.

11. TERMINATION

- 11.1 If the Judgment does not become final and/or this Settlement Agreement is terminated pursuant to the express provisions of this Settlement Agreement or for cause or fails to become effective for any reason, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Settlement Agreement. In such event, any Final Approval Order and Judgment or other order entered by the Court in accordance with the terms of this Settlement Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the status *quo ante* with respect to the Action as if this Settlement Agreement had never been entered into. In the event of a termination, the Settlement Administrator shall return the monies remaining in the Settlement Fund to Warner within fourteen (14) calendar days of receiving notice of the termination.

12. MISCELLANEOUS

- 12.1 **Extensions of time.** The Parties agree that time periods and dates described in this Settlement Agreement shall be computed consistent with Rule 6(a) of the Federal Rules of Civil Procedure. The Parties further agree that all time periods and dates described in this Settlement Agreement are subject to the Court's approval. Unless otherwise ordered by the Court, the Parties through their counsel may jointly agree to reasonable extensions of time to carry out any of the provisions of this Settlement Agreement. The time periods and dates provided for herein or in the Preliminary Approval Order may be altered by the Court or through written consent of the Parties' counsel, without notice to the Settlement Class; provided, however, that any such changes in the schedule of settlement proceedings will be posted on the Settlement Website.
- 12.2 **Integration.** This Settlement Agreement, including all exhibits, constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

- 12.3 **Governing law.** This Settlement Agreement shall be construed in accordance with, and be governed by, the laws of the state of New York, without regard to the principles thereof regarding choice of law.
- 12.4 **Gender and plurals.** As used in this Settlement Agreement, the masculine, feminine, or neutral gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.
- 12.5 **Representative capacity.** Each person executing this Settlement Agreement in a representative capacity represents and warrants that they are empowered to do so.
- 12.6 **Headings and counterparts.** The headings or captions in this Settlement Agreement will not be deemed to have any effect and are provided for convenience only. This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts.
- 12.7 **Cooperation of Parties.** The Parties and their counsel agree to prepare and execute all documents, to seek Court approvals, to defend Court approvals, and to do all things reasonably necessary to complete the settlement.
- 12.8 **Voluntary execution.** This Settlement Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf, of any of them. The Parties represent and warrant to each other that they have read and fully understand the provisions of this Settlement Agreement and have relied on the advice and representation of legal counsel of their own choosing. Each of the Parties has cooperated in the drafting and preparation of this Settlement Agreement and has been advised by counsel regarding the terms, effects, and consequences of this Settlement Agreement. Accordingly, in any construction or interpretation to be made of this Settlement Agreement, the Settlement Agreement shall not be construed as having been drafted solely by any one or more of the Parties or their counsel. The Settlement Agreement has been, and must be construed to have been, drafted by all Parties and their counsel, so that any rule that construes ambiguities against the drafter will have no force or effect.
- 12.9 **Notices.** Any notice provided in connection with the Settlement Agreement or other document to be given by any Party to any other Party shall be in writing and (i) delivered personally or by registered or certified mail, postage prepaid, to the appropriate address(es) set forth immediately below, or to other contact points as the Parties may identify by notice given in accordance with this Section; and also (ii) transmitted by email to the appropriate email address(es) set forth immediately below.

Notice to Class Counsel and/or Plaintiffs: Jean S. Martin AYLSTOCK, WITKIN, KREIS & OVERHOLTZ PLLC 17 E. Main St. Suite 200 Pensacola, FL 32502 jmartin@awkolaw.com Gayle M. Blatt CASEY GERRY FRANCAVILLA BLATT LLP 110 Laurel Street San Diego, CA 92101 gmb@cglaw.com	Notice to Warner: Tiffany Cheung MORRISON & FOERSTER, LLP 425 Market Street San Francisco, CA 94105 TCheung@mofo.com <i>with a copy to:</i> Brad Cohen Senior Vice President, Head of Litigation & Associate General Counsel WARNER MUSIC GROUP 1633 Broadway New York, NY 10019 brad.cohen@wmg.com
---	--

The notice recipients and addresses designated above may be changed by written notice pursuant to this Section.

- 12.10 **Modification or amendment.** Except as otherwise provided herein, this Settlement Agreement may be amended or modified only by a written instrument signed by the Parties or the Parties' counsel.
- 12.11 **Continuing jurisdiction.** Any and all disputes arising from or related to the Settlement Agreement must be brought by the Parties, Class Counsel, Warner's Counsel, and/or each member of the Settlement Class, exclusively in the Court. The Parties, Class Counsel, Warner's Counsel, and each member of the Settlement Class hereby irrevocably submit to the exclusive and continuing jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to the settlement or this Agreement.

Date: July 24, 2026

LEVI COMBS

By: 
Levi Combs (Jul 24, 2026 19:39:57 EDT)

Date: July 30, 2026

ESTEBAN TRUJILLO

By: *Esteban Trujillo*
Esteban Trujillo (Jul 30, 2026 13:09:16 EDT)
Esteban Trujillo

Date: July __, 2026

CHRISTIE KUHN

By: _____
Christie Kuhn

Date: July __, 2026

SUSAN CAKL

By: _____
Susan Cakl

Date: July __, 2026

RAISTLIN BEARDSLEY

By: _____
Raistlin Beardsley

Date: July __, 2026

NICHOLAS CIMAGLIO

By: _____
Nicholas Cimaglio

Date: July __, 2026

ALI GUTIERREZ

By: _____
Ali Gutierrez

Date: July __, 2026

ESTEBAN TRUJILLO

By: _____
Esteban Trujillo

Date: July 23, 2026

CHRISTIE KUHN

By: *christie kuhn*
christie kuhn (Jul 23, 2026 16:51:53 EDT)
Christie Kuhn

Date: July __, 2026

SUSAN CAKL

By: _____
Susan Cakl

Date: July __, 2026

RAISTLIN BEARDSLEY

By: _____
Raistlin Beardsley

Date: July __, 2026

NICHOLAS CIMAGLIO

By: _____
Nicholas Cimaglio

Date: July __, 2026

ALI GUTIERREZ

By: _____
Ali Gutierrez

Date: July __, 2026

ESTEBAN TRUJILLO

By: _____
Esteban Trujillo

Date: July __, 2026

CHRISTIE KUHN

By: _____
Christie Kuhn

Date: July 24, 2026

SUSAN CAKL

By: Susan Cakl
Susan Cakl

Date: July __, 2026

RAISTLIN BEARDSLEY

By: _____
Raistlin Beardsley

Date: July __, 2026

NICHOLAS CIMAGLIO

By: _____
Nicholas Cimaglio

Date: July __, 2026

ALI GUTIERREZ

By: _____
Ali Gutierrez

Date: July __, 2026

ESTEBAN TRUJILLO

By: _____
Esteban Trujillo

Date: July __, 2026

CHRISTIE KUHN

By: _____
Christie Kuhn

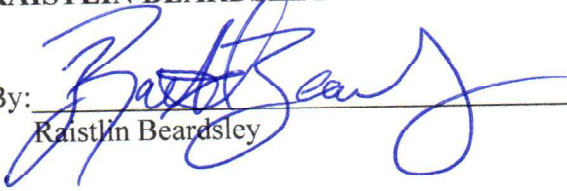
Date: July __, 2026

SUSAN CAKL

By: _____
Susan Cakl

Date: July 24, 2026

RAISTLIN BEARDSLEY

By:  _____
Raistlin Beardsley

Date: July __, 2026

NICHOLAS CIMAGLIO

By: _____
Nicholas Cimaglio

Date: July __, 2026

ALI GUTIERREZ

By: _____
Ali Gutierrez

Date: July __, 2026

ESTEBAN TRUJILLO

By: _____
Esteban Trujillo

Date: July __, 2026

CHRISTIE KUHN

By: _____
Christie Kuhn

Date: July __, 2026

SUSAN CAKL

By: _____
Susan Cakl

Date: July __, 2026

RAISTLIN BEARDSLEY

By: _____
Raistlin Beardsley

Date: July __, 2026

NICHOLAS CIMAGLIO

07/31/2026

By:  _____
Nicholas Cimaglio (Jul 31, 2026 18:07:27 PDT)
Nicholas Cimaglio

Date: July __, 2026

ALI GUTIERREZ

By: _____
Ali Gutierrez

Date: July __, 2026

ESTEBAN TRUJILLO

By: _____
Esteban Trujillo

Date: July __, 2026

CHRISTIE KUHN

By: _____
Christie Kuhn

Date: July __, 2026

SUSAN CAKL

By: _____
Susan Cakl

Date: July __, 2026

RAISTLIN BEARDSLEY

By: _____
Raistlin Beardsley

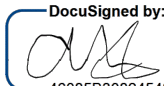
Date: July __, 2026

NICHOLAS CIMAGLIO

By: _____
Nicholas Cimaglio

Date: July __, 2026
7/27/2026

ALI GUTIERREZ

By:  _____
Ali Gutierrez

Date: July __, 2026
7/24/2026

ASHLEY FOSTER

Signed by:
By: 
DDE4E78B7A2E48D...
Ashley Foster

Date: July __, 2026

JON HART

By: _____
Jon Hart

Date: July __, 2026

COURTNEY HAMMETT

By: _____
Courtney Hammett

Date: July __, 2026

NOAH WATTS

By: _____
Noah Watts

Date: July __, 2026

ALEXANDER BUCK

By: _____
Alexander Buck

Date: July __, 2026

LINDA STEVENS

By: _____
Linda Stevens

Date: July __, 2026

ASHLEY FOSTER

By: _____
Ashley Foster

Date: July __, 2026

JON HART

By: **Jon Hart** _____
Jon Hart

Digitally signed by Jon Hart
DN: cn=Jon Hart, o, ou,
email=jhart792@gmail.com, c=US
Date: 2026.07.24 16:09:04 -07'00'

Date: July __, 2026

COURTNEY HAMMETT

By: _____
Courtney Hammett

Date: July __, 2026

NOAH WATTS

By: _____
Noah Watts

Date: July __, 2026

ALEXANDER BUCK

By: _____
Alexander Buck

Date: July __, 2026

LINDA STEVENS

By: _____
Linda Stevens

Date: July __, 2026

ASHLEY FOSTER

By: _____
Ashley Foster

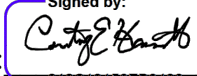
Date: July __, 2026

JON HART

By: _____
Jon Hart

Date: July ^{29.00} __, 2026

COURTNEY HAMMETT

Signed by:
By:  _____
212C13156EB9488...
Courtney Hammett

Date: July __, 2026

NOAH WATTS

By: _____
Noah Watts

Date: July __, 2026

ALEXANDER BUCK

By: _____
Alexander Buck

Date: July __, 2026

LINDA STEVENS

By: _____
Linda Stevens

Date: July __, 2026

ASHLEY FOSTER

By: _____
Ashley Foster

Date: July __, 2026

JON HART

By: _____
Jon Hart

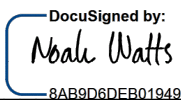
Date: July __, 2026

COURTNEY HAMMETT

By: _____
Courtney Hammett

Date: ^{7/28/2026} July __, 2026

NOAH WATTS

By:  _____
Noah Watts

Date: July __, 2026

ALEXANDER BUCK

By: _____
Alexander Buck

Date: July __, 2026

LINDA STEVENS

By: _____
Linda Stevens

Date: July __, 2026

ASHLEY FOSTER

By: _____
Ashley Foster

Date: July __, 2026

JON HART

By: _____
Jon Hart

Date: July __, 2026

COURTNEY HAMMETT

By: _____
Courtney Hammett

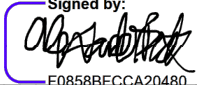
Date: July __, 2026

NOAH WATTS

By: _____
Noah Watts

Date: ~~July~~ 7/28/2026, 2026

ALEXANDER BUCK

By:  _____
Alexander Buck

Date: July __, 2026

LINDA STEVENS

By: _____
Linda Stevens

Date: July __, 2026

ASHLEY FOSTER

By: _____
Ashley Foster

Date: July __, 2026

JON HART

By: _____
Jon Hart

Date: July __, 2026

COURTNEY HAMMETT

By: _____
Courtney Hammett

Date: July __, 2026

NOAH WATTS

By: _____
Noah Watts

Date: July __, 2026

ALEXANDER BUCK

By: _____
Alexander Buck

Date: July __, 2026

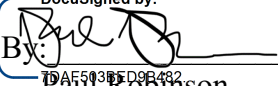
LINDA STEVENS

07 / 24 / 2026

By:  _____
Linda Stevens

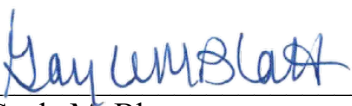
Date: August 17, 2026

WARNER MUSIC GROUP CORP.

DocuSigned by:
 By: 
 ID: A50365D9B482
Paul Robinson
 Executive Vice President & General Counsel

APPROVED AS TO FORM:

Date: August 5, 2026

By: 
 Gayle M. Blatt
 CASEY GERRY FRANCAVILLA BLATT LLP
Counsel for Plaintiffs and the Settlement Class

Date: August 12, 2026

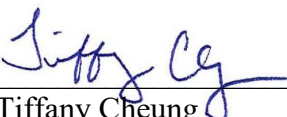
By: 
 Tiffany Cheung
 Morrison & Foerster LLP
Counsel for Defendant Warner Music Group Corp.

Exhibit A

**Your claim
must be
postmarked
by:
XXX**

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

***In re: Warner Music Data Breach
Case No. 1:20-cv-07473-PGG***

Claim Form



This Claim Form should be filled out online or submitted by mail if you want to receive benefits from the Settlement. If you received a Notice by email or a Notice and Claim Form by mail, Defendant Warner Music Group Corp.'s records indicate you may have made a purchase using a payment card on one or more websites operated by or on behalf of the company's subsidiaries between April 25, 2020 and August 5, 2020 and your payment card information may have been accessed by unauthorized users.

You may be eligible to receive a *pro rata* cash payment of the Net Settlement Fund. Settlement Class Members who lived in California between April 25, 2020 and August 5, 2020, will receive two times the amount in *Pro Rata* Cash Payments than non-California resident Settlement Class Members. Payments are estimated to be approximately \$50 for nationwide Settlement Class Members, and \$100 for California residents as set forth above. To receive payment, you must complete and submit a valid Claim Form.

Instructions: Complete and submit an online Claim Form at www.XXXDataSettlement.com or complete this Claim Form in its entirety and mail it to the Settlement Administrator so it is postmarked or received by [DATE], at XXX Data Settlement, c/o Settlement Administrator, [ADDRESS].

CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this form.

First Name

Last Name

Street Address

City

State

Zip Code

Phone Number

Email Address

Settlement Claim/Notice ID*

***You can find your ID number on the notice at the _____ of the email or postcard you received.**

Your claim
must be
postmarked
by:
XXX

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In re: Warner Music Data Breach
Case No. 1:20-cv-07473-PGG

Claim Form



CALIFORNIA CLASS MEMBER VERIFICATION

If you were a resident of California between April 25, 2020 and August 5, 2020, please provide your mailing address during this time period in order to verify your residency:

Street Address

City

State

Zip Code

PAYMENT OPTIONS

Please select from one of the following payment options:

PayPal - Enter your PayPal email address: _____

Venmo - Enter the mobile number associated with your account: ____-____-____

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

Mobile Number: ____-____-____ or Email Address: _____

Paper Check - Payment will be mailed to the address you provided above.

YOU WILL RECEIVE A VERIFICATION EMAIL OR TEXT MESSAGE REGARDING YOUR DIGITAL PAYMENT. YOU MUST VERIFY AND AUTHENTICATE YOUR PAYMENT INFORMATION IN ORDER TO RECEIVE A DIGITAL PAYMENT. IF YOU DO NOT VERIFY AND AUTHENTICATE YOUR INFORMATION, A PAPER CHECK WILL BE SENT TO YOU.

SIGN AND DATE YOUR CLAIM FORM

I declare that the information supplied in/with this Claim Form is true and correct to the best of my knowledge.

I understand that I may be asked by the Settlement Administrator to provide supplemental information before my claim will be considered complete and valid.

Your signature

Date: ____
MM DD YYYY

Your printed name

Claim Forms must be postmarked for mail or otherwise submitted by [DATE].

**WMG Data Settlement
c/o Settlement Administrator**

Exhibit B

If you made a purchase on a website operated by or on behalf of Warner Music Group Corp.’s subsidiaries between April 25, 2020 and August 5, 2020, the settlement of the class action lawsuit *In re: Warner Music Data Breach*, Case No. 1:20-cv-07473-PGG (SDNY) may affect your rights and you may be entitled to a cash payment.

For complete information, visit [settlement website link] or call [phone number].

You are not being sued. This is not a solicitation from a lawyer. This Email Notice was authorized by
U.S. District Court for the Southern District of New York

You received this email notice because records indicate you may be a member of the group of people affected, called the “Settlement Class.” This notice tells you how to get more information.

If you made a purchase using a payment card on a website operated by or on behalf of one of Warner Music Group Corp.’s subsidiaries anytime between April 25, 2020 and August 5, 2020, you are a member of the Settlement Class and may be entitled to a weighted *pro rata* cash payment as part of the settlement of this lawsuit if you make a timely claim. If you are a Settlement Class member and resided in California during April 25, 2020 and August 5, 2020, you are a member of the California Subclass and may be entitled to the California cash payment if you make a timely claim.

What is the lawsuit about?

A Settlement has been reached in a class action lawsuit against Warner Music Group Corp. (the “Defendant”). The lawsuit concerns a cyberattack on websites operated by or on behalf of Defendant’s subsidiaries, during which unauthorized users may have gained access to certain consumer payment card information between April 25, 2020 and August 5, 2020. Warner Music Group Corp. denies it did anything wrong. The Settlement is a compromise to end the lawsuit – it does not determine who is right. The lawsuit is called *In re: Warner Music Group Data Breach*, Case No. 1:20-cv-07473-PGG and is pending in the Southern District of New York.

What benefit will you get if you submit a valid claim?

The weighted pro rata cash payment is estimated at \$50 for Settlement Class Members and \$100 for California Subclass Members. This value may be higher or lower depending upon the number of valid claims submitted and will be calculated after payments for settlement administration costs, Service Awards, and Attorneys’ Fees and Expenses are deducted from the Settlement Fund.

Your options:

Option 1: Submit a Claim Form [add a hyperlink to “claim form” if possible] to get payment from the settlement. To receive payment, claims must be submitted by [date].

Option 2: Submit a Request for Exclusion form to get no payment but keep any claim you may have against Defendant regarding the same issues.

Option 3: Object. Tell the court why you don’t like the settlement.

Option 4: Do nothing. Get no payment. Give up any claim you may have against Defendant regarding the same issues.

For complete information, visit [settlement website link] or call [phone number].

Exhibit C



United States District Court, Southern District of New York
In re Warner Music Group Data Breach, Case No. 1:20-cv-07473-PGG

Class Action Settlement Notice

*Authorized by the United States District Court
Southern District of New York*



Example QR Code.
Replace this with case
specific QR Code.



Your information may have been exposed in a data security incident experienced on websites operated by or on behalf of Warner Music Group Corp.'s subsidiaries



There is a \$1,250,000 cash settlement of a class action lawsuit.
You may be entitled to a cash payment.



To be part of this settlement, you must respond by [date].
Visit [website] to learn more.

Key things to know:

- This is an important legal document.
- If you take no action and are a Settlement Class member, any ruling from the court will apply to you, and you will not be able to sue Warner Music Group Corporation or any of the Released Parties about the same issues.
- If you have questions or need assistance, please call [phone number].
- You can learn more at [\[website\]](#) or by scanning the QR code.

Warner Music Data Breach Settlement
c/o Settlement Administrator
[ADDRESS]

Court-Approved Legal Notice



This is an important notice
about a class action lawsuit.

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

CLAIM FORM

Claims must be postmarked no later than _____, 2026 or submitted online no later than _____, 2026.

FIRST NAME: _____ LAST NAME: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP CODE: _____

Our records indicate that you are a Class Member eligible to receive a weighted *pro rata* cash payment if you submit a claim..

Weighted Pro Rata Cash Claim Payment: Do you want a weighted *pro rata* cash payment? YES NO. The weighted pro rata cash payment is estimated at \$50 for Settlement Class Members and \$100 for California Subclass Members. This value may be increased or decreased depending upon the number of valid claims received.

If you were a resident of California between April 25, 2020 and August 5, 2020, please provide your mailing address during this time period in order to verify your residency:

Select one of the following payment methods: PayPal ☐ Venmo ☐ Zelle ☐ Check. Please provide the email address or phone number associated with your PayPal, Venmo, or Zelle account:

_____.

I certify that I am eligible to make a claim in this settlement and that the information provided in this Claim Form is true.

Signature: _____ Date (mm/dd/yyyy): ____/____/____ Print Name: _____

Warner Music Data Breach Settlement
Attn: Claim Forms
[ADDRESS]

Exhibit D



United States District Court, Southern District of New York
In re: Warner Music Data Breach
Case No. 1:20-cv-07473-PGG

Class Action Notice

Authorized by the Southern District of New York

Did you make a purchase on a website operated by or on behalf of one of Warner Music Group Corporation's subsidiaries between April 25, 2020 and August 5, 2020?

There is a \$1,250,000 settlement of a class action lawsuit related to an alleged cybersecurity incident.

You may be entitled to a cash payment.

To be part of this Settlement, you should:

Read this Notice.

Respond by [date].

Important things to know:

- If you take no action and are a Settlement Class Member, you will still be bound by the Settlement, and your rights will be affected. ***Please read this Notice carefully and completely.***
- You can learn more at: [website].

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Table of Contents

About This Notice	4
Why did I get this Notice?.....	4
What do I do next?	4
What are the most important dates?.....	5
Basic Information	5
What is this lawsuit about?	5
What is a class action?	6
Why is there a Settlement?	6
How do I weigh my options?.....	6
What is the best path for me?	7
Who is in the Settlement?.....	8
Who is included in the Settlement?.....	8
Are there exceptions to being included?	8
The Settlement Benefits	9
What does the Settlement provide?.....	9
What claims am I releasing if I stay in the Settlement Class?	9
Submitting a Claim Form for Settlement Benefits	10
How do I submit a claim for a Settlement benefit?	10
What is the deadline for submitting a claim?.....	10
When will the Settlement benefits be issued?	10
The Lawyers Representing You	11
Do I have a lawyer in the case?.....	11
Should I get my own lawyer?	11
How will Class Counsel be paid?	11
Excluding Yourself from the Settlement	12
How do I opt out of the Settlement?.....	12
Commenting on or Objecting to the Settlement	13
How do I tell the Court if I like or do not like the Settlement?	13

What is the difference between objecting and excluding?	13
The Court's Final Approval Hearing	14
When is the Court's Final Approval Hearing?	14
Do I have to come to the Final Approval Hearing?	14
If I Do Nothing	15
What happens if I do nothing at all?	15
Getting More Information	15
How do I get more information?	15

About This Notice

Why did I get this Notice?

This Notice is to tell you about the proposed settlement of a class action lawsuit, *In re: Warner Music Group Data Breach*, which is pending in the United States District Court for the Southern District of New York. The lawsuit concerns a cyberattack on websites operated by or on behalf of subsidiaries of Warner Music Group Corp. (the “Defendant”) during which unauthorized users may have gained access to certain consumer payment card information (the “2020 Cybersecurity Incident”). **You received this Notice because you may be a member of the group of people who made a purchase using a payment card on a website operated by or on behalf of one of Warner Music Group Corp.’s subsidiaries between April 25, 2020 and August 5, 2020, called the “Settlement Class.”** This Notice gives you a summary of the terms of the proposed settlement agreement, explains what rights Settlement Class Members have, and helps class members make informed decisions about what action to take.

What do I do next?

Read this Notice to understand the Settlement and to determine if you are a class member. Then, decide if you want to:

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive your cash benefit from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com.	_____, 2026
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no benefits by submitting a Request for Exclusion Form. This is the only option that potentially allows you to ever make claims on your own or be part of any other lawsuit against Defendant or any other Warner Released Parties asking for damages due to the 2020 Cybersecurity Incident.	_____, 2026

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not like the Settlement, but do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also object to Class Counsel's Attorneys' Fees and Expense Request, and ask the Court for permission to speak about your objection at the Final Approval Hearing.	_____, 2026
DO NOTHING	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits from this Settlement and you will give up the right to make claims on your own or be part of any other lawsuit against Defendant or the Warner Released Parties related to the legal claims resolved by this Settlement.	No Deadline

The Court in charge of this case still has to decide whether to approve the Settlement.

Read on to understand the specifics of the Settlement and what each choice would mean for you.

What are the most important dates?

Your deadline to object or opt out: **[date]**

Settlement approval hearing: **[date]**

Your deadline to submit a Claim Form: **[date]**

Basic Information

What is this lawsuit about?

This lawsuit concerns the cybersecurity incident involving e-commerce websites operated by or on behalf of Defendant's subsidiaries. Plaintiffs allege that the cybersecurity incident resulted in unauthorized third parties gaining access to consumer payment information associated with purchases made on the sites between April 25, 2020 and August 5, 2020. Defendant denies all claims alleged against it and denies all charges of wrongdoing or liability. The

Settlement is not an admission of wrongdoing or an indication that Defendant has violated any laws, but rather the resolution of disputed claims.

What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are known as “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “class” or “class members.” One court resolves the lawsuit for all class members, except for those who opt out of the Settlement.

Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Plaintiffs and Defendant have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Settlement Class Members to receive benefits from the Settlement. Plaintiffs and their attorneys think the Settlement is best for all Settlement Class Members.

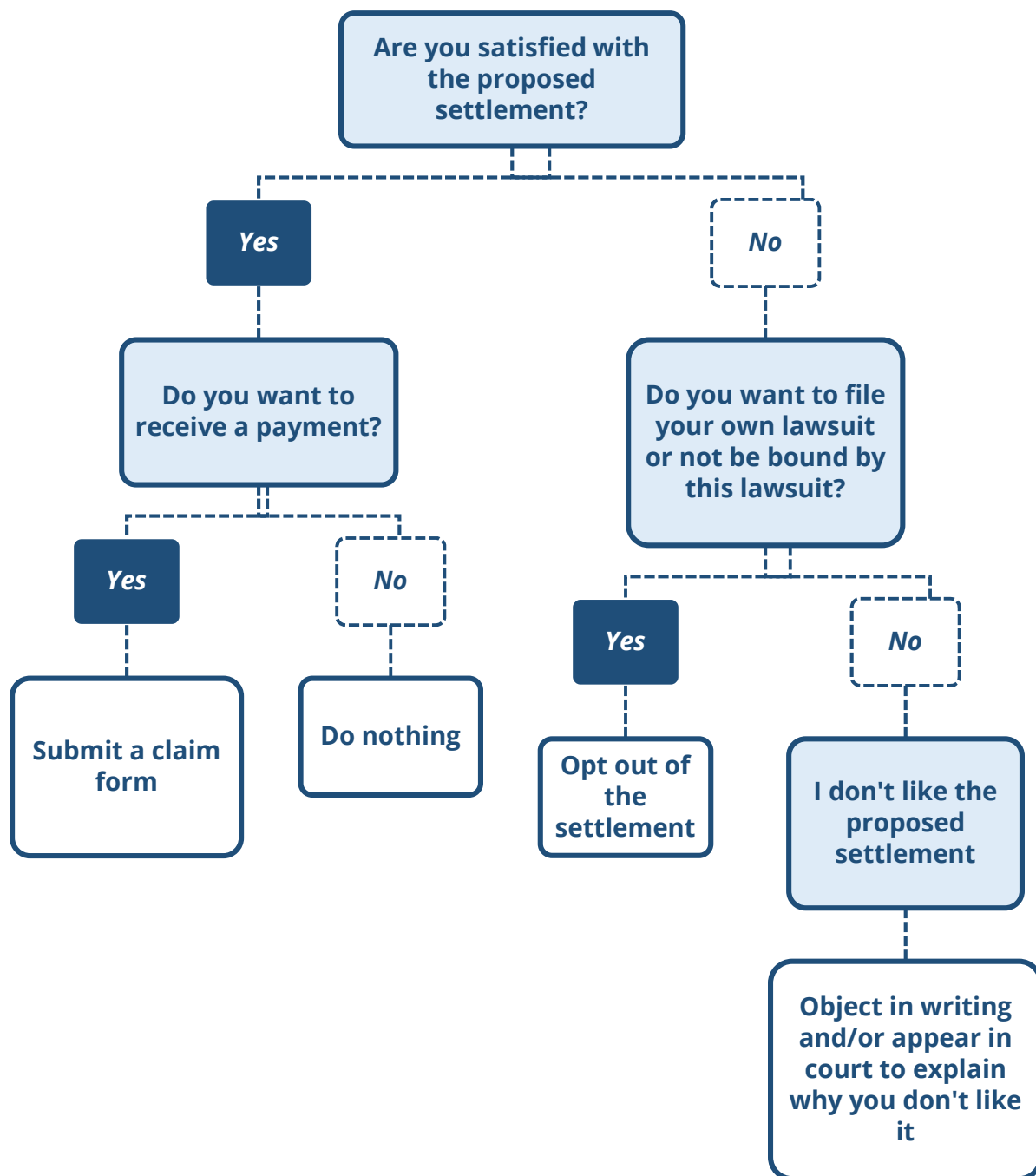
How do I weigh my options?

You have four options. You can stay in the Settlement and submit a claim, you can opt out of the Settlement, you can object to the Settlement, or you can do nothing. If you object to the Settlement, you can still obtain your settlement benefit, but you must file a claim to do so.

This chart shows the effects of each option:

	Submit a Claim	Opt Out	Object	Do Nothing
Can I receive Settlement money if I . . .	YES	NO	YES	NO
Am I bound by the terms of this lawsuit if I . . .	YES	NO	YES	YES
Can I pursue my own case if I . . .	NO	YES	NO	NO

What is the best path for me?



Who is in the Settlement?

Who is included in the Settlement?

The Settlement Class is defined as: All natural persons residing in the United States who made payment card purchases on e-commerce websites operated by or on behalf of Defendant's subsidiaries between April 25, 2020 and August 5, 2020.

The California Subclass is defined as: All members of the Settlement Class who were residents of the State of California between April 25, 2020 and August 5, 2020, and who made payment card purchases on e-commerce websites operated by or on behalf of Defendant's subsidiaries during that time period.

Are there exceptions to being included?

Yes. The Settlement Class specifically excludes: (i) Defendant and its parents, subsidiaries, affiliated entities under common corporate ownership, officers, directors, employees, and any entity in which Defendant has a controlling interest; (ii) all Persons who timely and validly request exclusion from the Settlement Class; (iii) any individual who would otherwise be included in the Settlement Class, but has agreed, in another proceeding, to release claims covered by this Settlement; and (iv) the Judge assigned to evaluate the fairness of this Settlement, the judge's staff, and the members of the judge's immediate family.

If you are not sure whether you are included in the Settlement Class, you can ask for free help by contacting the Settlement Administrator by mail, email, or by calling toll-free.

Warner Music Data Breach Settlement
c/o Settlement Administrator
[ADDRESS]
info@[SettlementWebsite].com
1-XXX-XXX-XXXX

You may also view the Settlement Agreement at
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

The Settlement Benefits

What does the Settlement provide?

The Settlement provides for the creation of a \$1,250,000.00 Settlement Fund to pay for valid weighted *pro rata* cash payments to Settlement Class Members, costs of settlement administration, Service Awards to Representative Plaintiffs, and Attorneys' Fees and Litigation Expenses.

The Settlement benefits are summarized below. Visit WEBSITE for a full description of these benefits.

Weighted *Pro Rata* Cash Claim Payment.

All Settlement Class Members are eligible to make a claim for a cash payment from the Net Settlement Fund. The Settlement Fund will first be used to pay costs of Notice and settlement administration, then Service Awards to the Class Representatives and Class Counsel's Attorneys' Fees and Expenses as may be awarded by the Court. The remainder will be known as the Net Settlement Fund. The Settlement Administrator will make payments from the Net Settlement Fund to Settlement Class Members and California Subclass members as follows: Each Settlement Class Member and California Subclass Member shall have the opportunity to submit a claim to receive their weighted *pro rata* portion of the Net Settlement Fund on or before the Claims Deadline. Settlement Class Members will receive one (1) share of the Net Settlement Fund per valid claim; California Subclass Members will receive one (1) additional share (for a total of two (2) shares) per valid claim.

The estimated weighted *pro rata* Cash Claim Payment is \$50 for Settlement Class Members and \$100 for California Subclass Members.

What claims am I releasing if I stay in the Settlement Class?

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or the Released Parties about any of the legal claims this Settlement resolves. The "Releases" section of the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The

Settlement Agreement is available for review at
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Submitting a Claim Form for Settlement Benefits

How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). If you prefer, you can download the Claim Form from the website and mail it to the Settlement Administrator at:

Warner Music Data Breach Settlement
Attn: Claims
[ADDRESS]

You may also contact the Settlement Administrator to request a Claim Form by calling toll-free 1-XXX-XXX-XXXX, by emailing [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com), or by writing to the address above.

What is the deadline for submitting a claim?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, along with any supporting documentation, must be mailed so it is postmarked no later than [Claims Deadline].

When will the Settlement benefits be issued?

The Court will hold a Final Approval Hearing on _____, 2026. If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them.

Settlement benefits will be distributed if the Court grants final approval of the Settlement and after any appeals are resolved, or after the period to seek an appeal has expired.

The Lawyers Representing You

Do I have a lawyer in the case?

Yes, the Court appointed Jean S. Martin of Aylstock Witkin Kreis & Overholtz PLC and Gayle M. Blatt of Casey Gerry Francavilla Blatt, LLP as Class Counsel.

Jean S. Martin
Aylstock Witkin Kreis & Overholtz PLC
17 E. Main Street, Suite 200
Pensacola, FL 32502
Telephone: 850-202-1010
jmartin@awkolaw.com

Gayle M. Blatt
Casey Gerry Francavilla Blatt LLP
110 Laurel Street
San Diego, CA 92101
Telephone: 619-238-1811
gmb@cglaw.com

Should I get my own lawyer?

You will not be charged for Class Counsel's services. If you want to be represented by your own lawyer, you may hire one at your own expense.

How will Class Counsel be paid?

Class Counsel will file an application for an award of Attorneys' Fees to be paid from the Settlement Fund. Class Counsel will also seek reimbursement of reasonable Litigation Expenses, in addition to any Attorneys' Fee award.

Class Counsel's application for an award of Attorneys' Fees will be available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) after it is filed with the Court.

Excluding Yourself from the Settlement

How do I opt out of the Settlement?

If you do not want to receive any benefit from the Settlement, and you want to keep your right, if any, to separately sue Defendant about the legal issues in this case (subject to any defenses Defendant may have to such a suit, including the statutes of limitation), there are steps that you must take to exclude yourself from the Settlement Class. This is called requesting an exclusion from, or “opting out” of the Settlement Class. The deadline to submit a Request for Exclusion from the Settlement is [Opt-Out Deadline].

To exclude yourself from the Settlement, you must submit a written Request for Exclusion online or by mail that includes the following information:

- (i) the name of the Action, *In re: Warner Music Data Breach*, Case No. 1:20-cv-07473-PGG;
- (ii) the Class Member’s full name, mailing address, email address, and telephone number;
- (iii) a specific statement of the Class Member’s intention to be excluded from the settlement;
- (iv) the identity and telephone number of the Class Member’s counsel, if represented; and
- (v) The Class Member’s personal signature.

Requests for Exclusion forms are available for submission through or download at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). Your Request for Exclusion must be mailed to the Settlement Administrator at the address below, **postmarked no later than [Exclusion Deadline]**.

Warner Music Data Breach Settlement
ATTN: Exclusion Request
[ADDRESS]

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

You may only exclude yourself—not any other person. **Any**

Settlement Class Member who does not file a timely request for exclusion in accordance with this section will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

Commenting on or Objecting to the Settlement

How do I tell the Court if I like or do not like the Settlement?

If you are a Settlement Class Member and you do not like the Settlement, you can object to it, if you choose. You can give reasons why you think the Court should not approve it. The Court will consider your views.

For an objection to be a valid objection under the Settlement, it must include or substantially comply with the following: (a) the objector's full name, mailing address, email address, and telephone number; (b) the case name and docket number, *In re: Warner Music Data Breach*, Case No. 1:20-cv-07473-PGG, pending in the United States District Court for the Southern District of New York; (c) information identifying the objector as a Class Member, including the reason for believing that the objector is a Class Member; (d) a statement whether the objector intends to appear at the Final Approval Hearing and, if so, whether personally or through counsel; (e) a written statement of all grounds for the objection; and (f) the identity of any and all counsel representing the objector in connection with the objection.

To be timely, an objection must be filed with the Court or postmarked no later than **[OBJECTION DATE]**. Objections may also be filed with the Court through the Court's ECF system or by submitting them to the Clerk of Court in person or by mail to any location of the United States District Court for the Southern District of New York, including Thurgood Marshall United States Courthouse, 40 Foley Square, New York, NY 10007.

What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude

yourself from the Settlement. You can object to the Settlement, and still receive your Settlement benefit if you file a timely claim. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you, and you will not receive any Settlement benefit.

The Court's Final Approval Hearing

When is the Court's Final Approval Hearing?

The Court will hold a Final Approval Hearing on **[DATE]** at **[TIME]**, in Courtroom XXX of the [Court Address].

At the Final Approval Hearing, the Court will consider whether to approve the Settlement, Class Counsel's motion for Attorneys' Fees and Expenses, and Plaintiffs' motion for Service Awards. The Court will also consider any objections to the Settlement that were submitted in accordance with the requirements set forth herein.

If you are a Settlement Class Member, you or your attorney may ask permission to speak at the hearing at your own cost.

The date and time of this hearing may change without further notice. Please check [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) for updates.

Do I have to come to the Final Approval Hearing?

No. 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 Final Approval Hearing to talk about it. If you file your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary.

If I Do Nothing

What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up the rights described herein, including your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against Defendant and the Released Parties about the legal issues resolved by this Settlement. In addition, if you do nothing, you will not receive any benefit from this Settlement.

Getting More Information

How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

If you have additional questions, you may contact the Settlement Administrator by mail, email, or by calling toll-free.

Warner Music Data Breach Settlement
[ADDRESS]
[info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
1-XXX-XXX-XXXX

Publicly filed documents can also be obtained by visiting the office of the Clerk of the Court, [Address].

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING QUESTIONS ABOUT THIS SETTLEMENT.

Exhibit E

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE: WARNER MUSIC GROUP DATA
BREACH

This case relates to: ALL ACTIONS

Case No.: 1:20-cv-07473-PGG

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

The Court has received the Settlement Agreement and Release (ECF No.____) (the “Settlement Agreement”), entered into between Plaintiffs Levi Combs, Esteban Trujillo, Christie Kuhn, Susan Cakl, Raistlin Beardsley, Nicholas Cimaglio, Ali Gutierrez, Ashley Foster, Jon Hart, Courtney Hammett, Noah Watts, Alexander Buck, and Linda Stevens (collectively, “Plaintiffs” or “Class Representatives”), individually and as representatives of the Settlement Class (as defined below), and Defendant Warner Music Group Corp. (“Warner”) (collectively, the “Parties”).

After reviewing the Settlement Agreement and other documents filed in support of the Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (“Motion”), and having considered the arguments by the respective parties, THE COURT HEREBY ORDERS THE FOLLOWING:

1. Jurisdiction. The Court preliminarily finds that the Court has personal jurisdiction over all Settlement Class Members (as defined in the Settlement Agreement), that the Court has subject-matter jurisdiction over the claims asserted in this action, and that venue is proper.

2. Preliminary Approval of the Proposed Settlement Agreement. The Court hereby grants preliminary approval of the proposed settlement upon the terms and conditions set forth in the Settlement Agreement. The Court preliminarily finds that the Parties have shown the Court it will likely be able to approve the proposed settlement, as embodied in the Settlement Agreement, as being fair, adequate and reasonable under Rule 23(e) of the Federal Rules of Civil Procedure (“Rule 23”).

3. The Court further finds that the Settlement Agreement substantially fulfills the purposes and objectives of the class action and provides substantial relief to the Settlement Class without the risks, burdens, costs, or delay associated with continued litigation, trial, and/or appeal. The Court also finds that the Settlement Agreement: (a) is the result of informed, arm’s-length negotiations between experienced class action attorneys and made with the assistance of the mediation services of Bennett G. Picker, Esq.; (b) is sufficient to warrant notice of the Settlement and Final Approval Hearing to be disseminated to the Settlement Class; and (c) meets all applicable requirements of law, including Rule 23 and the Class Action Fairness Act, 28 U.S.C. § 1715, and the United States Constitution. The Court further preliminarily finds that the terms of the Settlement Agreement have no obvious deficiencies and do not improperly grant preferential treatment to any individual Settlement Class Member.

I. PRELIMINARY CERTIFICATION OF THE SETTLEMENT CLASS

4. Settlement Classes. The Court orders that the Settlement Class and the California Subclass are each preliminarily certified for settlement purposes only. The “Settlement Class” is defined as “[a]ll natural persons residing in the United States who made payment card purchases on Warner’s e-commerce websites between April 25, 2020 and August 5, 2020.” The “California Subclass” is defined as: “[a]ll members of the Settlement Class who were residents of the State of

California between April 25, 2020 and August 5, 2020, and who made payment card purchases on Warner's e-commerce websites during that time period." Excluded from the Settlement Class are (i) Warner; (ii) Warner's parents, subsidiaries, affiliated entities under common corporate ownership, officers, directors, and employees; (iii) any entity in which Warner has a controlling interest; (iv) any individual who would otherwise be included in the Settlement Class, but has agreed, in another proceeding, to release claims covered by this Settlement Agreement; and (v) any judge presiding over this Action, their staff, and the members of the judge's immediate family.

5. The Court finds that, for purposes of the settlement, subject to the Final Approval Hearing, the above-defined Settlement Class meets all of the requirements for class certification. The Court further finds that, for purposes of the settlement only, the requirements of Rule 23 are satisfied and that: a) the Settlement Class is ascertainable; b) the members of the Settlement Class are so numerous that joinder is impracticable; c) there are questions of law and fact common to the Settlement Class Members which predominate over any individual questions; d) the representative Plaintiffs' claims are typical of the claims of the Settlement Class Members; e) Class Representatives and Class Counsel have fairly, adequately, reasonably and competently represented and protected the interests of the Settlement Class; and f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

6. Class Representatives. For the purposes of settlement only, the Court appoints Levi Combs, Esteban Trujillo, Christie Kuhn, Susan Cakl, Raistlin Beardsley, Nicholas Cimaglio, Ali Gutierrez, Ashley Foster, Jon Hart, Courtney Hammett, Noah Watts, Alexander Buck, and Linda Stevens as Class Representatives for the Settlement Class. The Court finds that the Settlement Class Representatives will adequately protect the interests of the Settlement Class.

7. Class Counsel. For the purposes of settlement only, the Court appoints attorneys Jean S. Martin of the law firm Aylstock Witkin Kreis & Overholtz PLC and Gayle M. Blatt of the law firm Casey Gerry Francavilla Blatt LLP as Class Counsel for the Settlement Class. The Court finds that these attorneys are competent and capable of exercising the responsibilities of Class Counsel on behalf of the Settlement Class.

II. NOTICE AND SETTLEMENT ADMINISTRATION

8. Settlement Administrator. The Court appoints EisnerAmper as the Settlement Administrator. The Settlement Administrator is directed to carry out the Notice Plan in conformance with the Settlement Agreement and the below stated schedule, and to perform all tasks that the Settlement Agreement requires of it.

9. Qualified Settlement Fund. The Settlement Administrator is authorized to establish the Settlement Fund under 26 C.F.R. §§ 1.468B-1(d)(1) for federal tax purposes. The Settlement Fund shall be a court-approved Qualified Settlement Fund (“QSF”) for federal tax purposes pursuant to Treas. Reg. § 1.468B-1. Warner shall be the “transferor” to the QSF within the meaning of Section 1.468B-1(d)(1) of the Treasury Regulations with respect to the Settlement Fund. The Settlement Administrator shall be the “administrator” of the QSF within the meaning of Section 1.468B-2(k)(3) of the Treasury Regulations, responsible for causing the filing of all tax returns required to be filed by or with respect to the QSF, paying from the QSF any taxes owed by or with respect to the QSF, and complying with any applicable information reporting or tax withholding requirements imposed by Section 1.468B-2(l)(2) of the Treasury Regulations or any other applicable law on or with respect to the QSF. Warner shall provide to the Settlement Administrator any documentation reasonably requested by the Settlement Administrator that is required to obtain QSF status for the Settlement Fund pursuant to Treas. Reg. § 1.468B-1. All taxes

or income or interest generated by the Settlement Fund, if any, shall be paid out of the Settlement Fund.

10. Class Notice. The Court approves the proposed manner of the Notice of Settlement set forth in the Settlement Agreement. As set forth in ¶ 7.2 of the Settlement Agreement, the Settlement Administrator shall disseminate direct notice to each Settlement Class Member for whom Warner has available contact information.¹ The Court approves, as to form and content, the Notice Plan, the Settlement Website, the Toll-Free Number, and the forms of notice (attached as Exhibits B (Email Notice), C (Postcard Notice), and D (Detailed Notice) to the Settlement Agreement). Nonmaterial modifications to the notices may be made by the Settlement Administrator without further order of the Court, so long as they are approved by the Parties and consistent in all material respects with the Settlement Agreement and this Order.

11. The Court finds that the content, format, and method of disseminating the Notice of Settlement set forth in the Settlement Agreement and in paragraph 10 above: (a) constitute the best notice practicable under the circumstances; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of this action, the terms of the proposed Settlement Agreement, and their rights to object to the Settlement Agreement and to exclude themselves from the Settlement Class; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Rule 23, the United States Constitution and the requirements of due process, and any other legal requirements. The Court further finds that the notices are written in plain language, use simple

¹ Warner shall provide to the Settlement Administrator any names, addresses, phone numbers, email addresses, and mailing addresses in its possession for those for whom Warner does not have email addresses, for all members of the Settlement Class within ten (10) calendar days after issuance of this Order. The Settlement Administrator shall keep all identities and contact information of Settlement Class Members confidential, using them only for purposes of administering this settlement.

terminology, and are designed to be readily understandable by Settlement Class Members. Accordingly, the Court hereby approves such notice and directs that such notice be disseminated in the manner set forth in the proposed Settlement Agreement and consistent with Rule 23.

12. The Settlement Administrator shall provide notice consistent with the Notice Plan and notice shall begin to be disseminated to Settlement Class Members within thirty-five (35) calendar days after the Court issues this Order (“Notice Date”). All costs associated with providing all forms of notice, responding to inquiries from the Settlement Class, and performing all other Settlement Administrator’s duties shall be paid out of the Settlement Fund as set forth in ¶ 3.2 of the Settlement Agreement.

13. CAFA Notice. The Court finds that the CAFA notice sent by the Settlement Administrator on behalf of Warner complies with the notice provisions of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and all other provisions of the Class Action Fairness Act of 2005.

III. OPT OUT AND OBJECTION PROCEDURES

14. Exclusion from the Settlement Class. Any person falling within the definition of the Settlement Class may, upon request, be excluded or “opt out” from the Settlement Class. Settlement Class Members may opt out by timely sending a written Request for Exclusion form to the Settlement Administrator postmarked no later than sixty (60) calendar days after the Notice Date (the “Exclusion Deadline”). The written request to opt out must include: (i) the name of the Action; (ii) the person’s full name, mailing address, email address, and telephone number; (iii) a specific statement of the person’s intention to be excluded from the settlement; (iv) the identity of the person’s counsel, if represented; and (v) be personally signed by the individual Settlement Class Member.

15. Settlement Class Members who timely opt out of the Settlement Agreement: a) will not be a part of the Settlement Agreement; b) will have no right to receive any benefits under the Settlement Agreement; c) will not be bound by the terms of the Settlement Agreement; and d) will not have any right to object to the terms of the Settlement Agreement or be heard at the fairness hearing. Any individual in the Settlement Class who does not submit a valid and timely Request for Exclusion in the manner described herein shall be deemed to be a Settlement Class Member upon expiration of the Exclusion Deadline, and shall be bound by all subsequent proceedings, orders, and judgments applicable to the Settlement Class (including the Final Approval Order and Final Judgment dismissing the Action).

16. No later than fifteen (15) calendar days after the Exclusion Deadline, the Settlement Administrator will provide Class Counsel and Warner's Counsel with the list of persons who have timely and validly excluded themselves from the Settlement Agreement.

17. Objections to the Settlement Agreement. Any Settlement Class Member, on his or her own, or through an attorney hired at his or her own expense, may object to the terms of the Settlement Agreement. Any such objection must be a written statement submitted to the Court by filing electronically, filing in person at any location of the United States District Court for the Southern District of New York, or by mail to the Clerk of the United States District Court for the Southern District of New York. Objections are to be filed with the Court or postmarked within sixty (60) calendar days after the Notice Date (the "Objection Deadline").

18. Any Settlement Class Member, on his or her own, or through an attorney hired at his or her own expense, may object to Class Counsel's motion for an award of attorney fees and expenses, and the Class Representatives' motion for service (or incentive) awards as set forth in paragraph 17, above.

19. To be effective, any objection described in paragraphs 17 or 18 above must contain all of the following information:

- A. A caption or title that identifies it as an objection to the settlement of this Action, *In re: Warner Music Group Data Breach Litigation*, Case No. 1:20-cv-07473-PGG;
- B. The Settlement Class Member's full name, mailing address, email address, and telephone number;
- C. The objector's basis for believing they are a Settlement Class Member;
- D. A statement whether the objector intends to appear at the Final Approval hearing and, if so, whether personally or through counsel;
- E. A clear and concise statement of the grounds for the objection; and
- F. A statement identifying their counsel, if they are represented by counsel.

20. If a Settlement Class Member hires an attorney other than Class Counsel to represent him or her, the attorney must: i) file a notice of appearance with the Court no later than the Objection Deadline, and ii) deliver a copy of the notice of appearance on Class Counsel and Warner's Counsel, no later than the Objection Deadline.

21. Settlement Class Members, or their attorneys, intending to make an appearance at any hearing relating to this Settlement Agreement, including the fairness hearing, must deliver to Class Counsel and Warner's Counsel, and file with the Court, no later than twenty-one (21) calendar days before the date of the hearing at which they plan to appear, or as the Court otherwise may direct, a notice of their intention to appear at that hearing.

IV. FAIRNESS HEARING

22. Class Counsel's motion for an award of attorneys' fees and expenses, Class Representatives' motion for service awards, and designation of a non-profit Eligible Organization, will be filed with the Court no later than fourteen (14) calendar days before the Objection Deadline.

23. The Court will hold a Final Approval (fairness) hearing on _____, at _____ [a.m.] [p.m.]] [a date is requested that is on or about 100 days after the date that the Court enters this Order], to consider the fairness, reasonableness and adequacy of the proposed Settlement Agreement as well as Class Counsel's motion for Attorneys' Fees and Expenses Award and Service Awards. The Court reserves the right to adjourn or continue the Final Approval (fairness) hearing without further notice to the Settlement Class Members.

24. Class Counsel's motion for Attorneys' Fees and Expenses Award and Service Awards will be considered separately from the fairness, reasonableness, and adequacy of the Settlement Agreement. Any order or proceeding relating to the amount of any award of attorneys' fees, costs, or expenses or Service Awards, or any appeal from any order relating thereto, or reversal or modification thereof, shall not operate to modify, terminate, or cancel the Settlement Agreement.

25. Reasonable Procedures. Class Counsel and defense counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement Agreement that are not materially inconsistent with this Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the form or content of the notices and other exhibits that they jointly agree are reasonable or necessary to further the purpose of effectuating the Settlement Agreement.

26. Extensions of Time. The time periods and dates provided in this Order may be altered by the Court or through written consent of the Parties' counsel, without notice to the Settlement Class; provided, however, that any such changes in the schedule of settlement proceedings will be posted on the Settlement Website.

27. Termination of the Settlement Agreement and Use of this Order. If the Judgment does not become final, the Parties shall be restored to their respective positions in the Action as of the date of the signing of the Settlement Agreement and this Order shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity.

IT IS SO ORDERED.

Dated: _____

By: _____
Hon. Paul G. Gardephe
United States District Judge