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7 **IN THE UNITED STATES DISTRICT COURT**  
8 **FOR THE DISTRICT OF ARIZONA**

9  
10 **Adam Voelker, Alexxi Guyette, Janelle**  
**Bailey, Brittany Evans, and Baltazar**  
11 **Darosa**, individually and on behalf of all  
12 others similarly situated,

13 Plaintiffs,

14 v.

15 **Enroll Confidently Inc.,**

16 Defendant.  
17

Case No. 2:24-cv-01886-DJH

**PLAINTIFFS' UNOPPOSED**  
**MOTION FOR FINAL**  
**APPROVAL OF CLASS**  
**ACTION SETTLEMENT**

1 **INTRODUCTION**

2 Plaintiffs Adam Voelker, Alexxi Guyette, Janelle Bailey, Brittany Evans,  
3 and Baltazar Darosa (“Plaintiffs” or “Class Representatives”), on behalf of  
4 themselves and the proposed Settlement Class, respectfully submit this Unopposed  
5 Motion for Final Approval of Class Action Settlement, filed concurrently with  
6 Plaintiffs’ Unopposed Motion for Attorney Fees, Costs, and Service Awards.

7 Under the Settlement Agreement<sup>1</sup>, Defendant Enroll Confidentially Inc.,  
8 (“Enroll” or “Defendant”), funded a non-reversionary Settlement Fund in the  
9 amount of nine hundred ninety thousand dollars (\$990,000) to cover all Settlement  
10 Administration Costs, valid Claims, Service Awards to the Class Representatives,  
11 and any attorneys’ fees and expenses to Class Counsel and Plaintiffs’ Counsel. This  
12 Settlement provides for significant and meaningful relief including: a cash payment  
13 of up to up to \$3,500.00 per Settlement Class Member for documented losses  
14 related to the Data Incident; a *pro rata* cash payment in an estimated amount of  
15 \$100.00 in the alternative; and, up to one year of credit monitoring with three credit  
16 bureaus in addition to either cash payment.

17 On March 17, 2026, the Court granted Preliminary Approval of the Class  
18 Action Settlement. Pursuant to the Court’s Order, the Settlement Administrator,  
19 Epiq Systems, Inc., (“Epiq” or “Settlement Administrator”), issued notice to the  
20 Settlement Class on April 24, 2026. Declaration of Cameron R. Azari, Esq. Regarding  
21 Notice Program (“Epiq Decl.”), at ¶ 26.

22  
23  
24 <sup>1</sup> Unless otherwise indicated, capitalized terms used in this Motion have the same  
25 meanings as in the Class Action Settlement Agreement (the “Settlement  
26 Agreement” or “S.A.”).

1 Since then, direct notice has reached approximately 99% of the Settlement  
2 Class. *Id.* ¶ 30. Settlement Class Members have filed 2,593 claims so far—which  
3 equates to a claims rate of 4 % (though that number may change as claims continue  
4 to be submitted and evaluated). *Id.* ¶¶ 30, 36. Additionally, no Settlement Class  
5 members have opted-out of the Settlement and only one (1) Settlement Class  
6 Members objected to the Settlement and that objection should be overruled as  
7 discussed below. *Id.* ¶ 34.

8 Plaintiffs now move the Court for final approval of the Settlement. As the  
9 Settlement meets all the criteria for final approval, Plaintiffs respectfully submit  
10 that the Court should grant final approval.

11 **INCORPORATION BY REFERENCE**

12 In the interest of judicial efficiency, for factual and procedural background  
13 on this case, Plaintiffs refer this Court to, and hereby incorporate, the Report and  
14 Recommendation by the Magistrate Judge Alison S. Buchus (Doc. 47) as well as  
15 Plaintiffs’ Notice of Filing Amended Settlement Documents in Support of  
16 Preliminary Approval of Class Action Settlement (Doc. 48) and the accompanying  
17 exhibits filed in conjunction therewith. Plaintiffs also incorporate Plaintiffs’  
18 Unopposed Motion for Attorney Fees, Costs, and Service Awards, filed  
19 concurrently with this Motion.

20 **THE SETTLEMENT TERMS**

21 **A. The Settlement Class.**

22 The Settlement Class is defined as “All living individuals who resided in the  
23 United States whose Private Information may have been impacted in the Data  
24  
25

1 Incident.” S.A. ¶ 64. In total, there are 63,300 Settlement Class members. Epiq  
2 Decl. ¶ 26.

3 **B. Settlement Benefits.**

4 The Settlement provides significant benefits to the Settlement Class  
5 including:

6 *1. Cash Payment A – Documented Losses:* Settlement Class Members may  
7 submit a Claim for a Cash Payment for up to \$3,500.00 per Settlement Class  
8 Member upon presentment of documents supporting losses reasonably related to  
9 the Data Incident. S.A. ¶ 73(a).

10 *2. Cash Payment B – Alternate Cash Payment:* As an alternative to Cash  
11 Payment A, a Settlement Class Member may elect to receive Cash Payment B,  
12 which is a *pro-rata* cash payment in the amount of \$100.00. *Id.* ¶ 73(b).

13 *3. Credit Monitoring:* In addition to Cash Payment A or B, Settlement  
14 Class Members may elect to receive up to one year of Credit Monitoring with three  
15 credit bureaus. *Id.* ¶ 73(c).

16 **C. Preliminary Approval**

17 Plaintiffs filed their Unopposed Motion for Preliminary Approval of Class  
18 Action Settlement on August 5, 2025. Doc. 41. On November 19, 2025, the matter  
19 was referred to Magistrate Judge Alison S. Buchus. Doc. 42. A Report and  
20 Recommendation by the Magistrate Judge Alison S. Buchus was filed on February  
21 11, 2026. Doc. 47. On March 25, 2026, the Court adopted the Report and  
22 Recommendation of Magistrate Judge Allison Bachus and granted preliminary  
23 approval (“Preliminary Approval Order). Doc. 49. The Court then directed the  
24 Settlement Administrator to disseminate Notice to the Class.

25

26

1           **D. Notice and Claims Administration**

2           *1. Direct Mail Notice*

3           Pursuant to the Court’s Order, Epiq implemented the approved Notice  
4 Program, which successfully reached approximately 99% of the Settlement Class.  
5 Epiq Decl. ¶ 30. On April 6, 2026, Epiq received two data files from Defendant  
6 containing 63,330 Settlement Class member records, including their full names and  
7 mailing addresses. *Id.* ¶ 25. Epiq then undertook several steps to prepare the Class  
8 List for the mailing of Postcard Notices, including checking addresses against the  
9 National Change of Address (“NCOA”) database maintained by the USPS,  
10 certifying addresses via the Coding Accuracy Support System (“CASS”), and  
11 verifying the accuracy of the address through Delivery Point Validation (“DPV”).  
12 *Id.* ¶ 27. Epiq also removed duplicate records, resulting in a final Class List of  
13 63,300 unique Settlement Class member records. *Id.* ¶ 25. These steps ensured that  
14 the Notice Program was reasonably calculated to provide the best practicable notice  
15 to Settlement Class Members and satisfy due process.

16           On April 24, 202, Epiq issued double Postcard Notice via First Class U.S.  
17 Mail to the 63,300 Settlement Class members. *Id.* ¶ 26. The reach was further  
18 enhanced by a Settlement Website, and the Postcard Notice included a link  
19 allowing Settlement Class members to access the Long Form Notice and additional  
20 information about the Settlement. *Id.* ¶¶ 26, 31. Postcard Notices returned as  
21 undeliverable were remailed to any new address available through USPS  
22 information, and to better addresses that may be found using a third-party lookup  
23 service. *Id.* ¶ 28. As of June 11, 2026, Epiq has remailed 441 Postcard Notices. *Id.*

1 In sum, Epiq succeeded in providing direct mail notice to 99% of the Settlement  
2 Class. *Id.* ¶ 30.

3 On April 24, 2026, Epiq also established the Settlement Website at  
4 “https://ecidatasettlement.com/” to provide supplementary notice and easy access  
5 to all relevant information. *Id.* ¶ 31. Settlement Class members are also able to file  
6 a Claim Form on the Settlement Website. *Id.*

7 Epiq also established a toll-free number so that Settlement Class members  
8 could have the option to learn more about the Settlement in the form of recorded  
9 answers to FAQs, and to request that a Claim Package be mailed to them. *Id.* ¶ 32.  
10 As of June 11, 2026, there have been 209 phone calls to the toll-free telephone  
11 number representing 509 minutes of use. *Id.*

12 *2. Opt-Outs & Objections.*

13 No opt-outs of the Settlement were received and only one (1) Settlement  
14 Class member has objected to the Settlement. *Id.* ¶ 34.

15 *3. Claims*

16 The timing of the claims process was structured to ensure that Settlement  
17 Class Members had adequate time to review the terms of the Settlement  
18 Agreement, make a claim or decide whether they would like to opt-out or object.  
19 As of June 11, 2026, Epiq has received 2,593 claim submissions, representing a 4  
20 % claims rate among the 63,300 member Settlement Class. *Id.* ¶¶ 26, 36. As the  
21 claims period remains open through July 22, 2026, these numbers are preliminary.  
22 *Id.* Epiq also continues to review and validate the claims that have been submitted.  
23 *Id.*

1 Settlement Class Members have filed 2,593 claims so far—which equates  
2 to a claims rate of 4 % (though that number may change as claims continue to be  
3 submitted and evaluated). *Id.* ¶¶ 30, 36. Additionally, no Settlement Class members  
4 have opted-out of the Settlement and only one (1) Settlement Class Members  
5 objected to the Settlement and that objection should be overruled as discussed  
6 below. *Id.* ¶ 34.

7 **LEGAL STANDARD**

8 There is a “strong judicial policy that favors settlements, particularly where  
9 complex class litigation is concerned.” *Linney v. Cellular Alaska P’ship*, 151 F.3d  
10 1234, 1238 (9th Cir. 1998) (internal citations omitted). When “deciding whether to  
11 grant the Final Approval Motion and Fee Motion, the court analyzes (1) whether  
12 to certify a class for settlement purposes and (2) the fairness of the Settlement.”  
13 *Mary Nguyen v. Westlake Servs. Holding Co.*, No. 8:23-cv-00854, 2025 U.S. Dist.  
14 LEXIS 147801, at \*10 (C.D. Cal. Jan. 27, 2025). Courts within both this district  
15 and circuit readily grant final approval of analogous data breach class action  
16 settlements. *See, e.g., In re Banner Health Data Breach Litig.*, No. 2:16-cv-02696-  
17 SRB, 2020 U.S. Dist. LEXIS 70837, at \*25 (D. Ariz. Apr. 21, 2020); *Tanner v.*  
18 *Plavan Commer. Fueling, Inc.*, No. 3:24-cv-1341, 2025 U.S. Dist. LEXIS 150643,  
19 at \*3 (S.D. Cal. Aug. 4, 2025); *Harbour v. Cal. Health & Wellness Plan*, No. 5:21-  
20 cv-03322, 2024 U.S. Dist. LEXIS 7783, at \*27 (N.D. Cal. Jan. 16, 2024); *Carter*  
21 *v. Vivendi Ticketing United States LLC*, No. SACV 22-01981, 2023 U.S. Dist.  
22 LEXIS 210744, at \*36 (C.D. Cal. Oct. 30, 2023).

23 **ARGUMENT**

24 **A. The Proposed Settlement Warrants Final Approval**

1 "Although Rule 23 imposes strict procedural requirements on the approval  
2 of a class settlement, a district court's only role in reviewing the substance of that  
3 settlement is to ensure that it is 'fair, adequate, and free from collusion.'" *Lane v.*  
4 *Facebook, Inc.*, 696 F.3d 811, 819 (9th Cir. 2012) (quoting *Hanlon v. Chrysler*  
5 *Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998)); see also *Officers for Justice v. Civil*  
6 *Serv. Comm'n of City & Cty. of San Francisco*, 688 F.2d 615, 625 (9th Cir. 1982)  
7 (same). Additionally, "[i]t is the settlement taken as a whole, rather than the  
8 individual component parts, that must be examined for overall fairness." *Staton v.*  
9 *Boeing Co.*, 327 F. 3d 938, 960 (9th Cir. 2003).

10 When class counsel is experienced and supports the settlement, and the  
11 agreement was reached after arm's-length negotiations, courts give a presumption  
12 of fairness to the settlement. See *Nobles v. MBNA Corp.*, No. C 06-3723 CRB, 2009  
13 WL 1854965, at \*2 (N.D. Cal. June 29, 2009); *Nat'l Rural Telecomms. Coop. v.*  
14 *DIRECTV, Inc.*, 221 F.R.D. 523, 528 (C.D. Cal. 2004); *Ellis v. Naval Air Rework*  
15 *Facility*, 87 F.R.D. 15, 18 (N.D. Cal. 1980), *aff'd*, 661 F.2d 939 (9th Cir. 1981). As  
16 to additional factors for determining whether a settlement is fair, reasonable, and  
17 adequate, the Ninth Circuit has identified:

18 the strength of the plaintiffs' case; the risk, expense, complexity, and  
19 likely duration of further litigation; the risk of maintaining class  
20 action status throughout the trial; the amount offered in settlement;  
21 the extent of discovery completed and the stage of the proceedings;  
22 the experience and views of counsel; the presence of a governmental  
participant; and the reaction of the class members to the proposed  
settlement.

23 *Hanlon*, 150 F.3d at 1026.

24 *1. The Settlement is Presumptively Fair*

1 Because the Settlement Agreement was reached through arms-length  
2 negotiation between experienced parties and overseen by an experienced data-  
3 breach mediator, it is entitled to “a presumption that [it] is fair”. *In re Banner*  
4 *Health Data Breach Litig.*, 2020 U.S. Dist. LEXIS 70837 at \*16; *In re Immune*  
5 *Response Sec. Litig.*, 497 F. Supp. 2d 1166, 1171 (S.D. Cal. 2007) (“same”); *Adams*  
6 *v. Inter-Con Sec. Sys., Inc.*, No. C-06-5428 MHP, 2007 WL 3225466, at \*3 (N.D.  
7 Cal. Oct. 30, 2007) (same).

### 8 2. *The Strength of Plaintiffs’ Case*

9 While Plaintiffs believe they have strong claims and would be able to  
10 prevail, their success is not guaranteed. Indeed, Plaintiffs faced serious risks  
11 prevailing on the merits, including proving causation, as well as risk at class  
12 certification and at trial, and surviving any potential appeals. Doc 41-2; Joint  
13 Declaration Supporting Unopposed Motion for Preliminary Approval (“MPA  
14 Decl.”) ¶ 19. A settlement today not only avoids the risks of continued litigation,  
15 but also provides benefits to the Settlement Class Members now as opposed to after  
16 years of risky litigation. *Id.*; see also *Chester v. TJX Cos.*, No. 5:15-cv-  
17 01437ODW(DTB), 2017 WL 6205788, at \*6 (C.D. Cal. Dec. 5, 2017) (“Here, as  
18 with most class actions, there was risk to both sides in continuing towards trial. The  
19 settlement avoids uncertainty for all parties involved.”); *Dennis v. Kellogg Co.*, No.  
20 09-cv-1786-L(WMc), 2013 WL 6055326, at \*3 (S.D. Cal. Nov. 14, 2013) (similar).

### 21 3. *The Risk, Expense, Complexity, and Likely Duration of Further* 22 *Litigation*

23 Although nearly all class actions involve a high level of risk, expense, and  
24 complexity—“[t]hese general risks are heightened in data breach cases like this  
25

1 one.” *Carter v. Vivendi Ticketing US LLC*, No. 2022-01981-CJC, 2023 WL  
2 8153712, at \*6 (C.D. Cal. Oct. 30, 2023); *see also Gaston v. FabFitFun, Inc.*, No.  
3 2:20-cv-09534, 2021 WL 6496734, at \*3 (C.D. Cal. Dec. 9, 2021) (“Historically,  
4 data breach cases have experienced minimal success in moving for class  
5 certification.”). With 63,300 Settlement Class Members whose Private Information  
6 may have been involved in the Data Incident here, each of whom would need to  
7 establish cognizable harm and causation through a complicated and technical  
8 factual background; this case is no different in that it would present risk at class  
9 certification with no guarantee that the Court would certify Plaintiffs’ proposed  
10 Class. Accordingly, this factor favors approval.

#### 11 4. *The Risk of Maintaining Class Action Through Trial*

12 As noted above, class certification in contested consumer data breach cases  
13 is not common— first occurring in *Smith v. Triad of Ala., LLC*, No. 1:14-CV-324-  
14 WKW, 2017 WL 1044692, at \*15-16 (M.D. Ala. Mar. 17, 2017). In a recent data  
15 breach case where classes were contested but ultimately certified, *In re Marriott*  
16 *Int’l Customer Data Security Breach Litig.*, 341 F.R.D. 128 (D. Md. 2022), the  
17 classes were decertified on appeal. *See In re Marriott Int’l, Inc.*, 78 F.4th 677, 680  
18 (4th Cir. 2023).<sup>2</sup> The relative absence of trial class certification precedent in the  
19 relatively novel data breach setting adds to the risks posed by continued litigation.

#### 20 5. *The Amount Offered in Settlement*

21 The Settlement makes significant relief available to Settlement Class  
22 Members in the form of cash payments and credit monitoring. The amount of  
23

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24 <sup>2</sup> The classes were then re-certified by the district court on remand. *See In re*  
25 *Marriott Int’l Customer Data Sec. Breach Litig.*, No. 19-MD-2879, 2023 WL  
8247865, at \*1 (D. Md. Nov. 29, 2023).

1 compensation per Class Member is substantial, with each Class Member being  
2 entitled to a year of credit monitoring as well as up to \$3,500 in documented losses,  
3 or up to \$100 as an alternative cash payment. S.A., ¶ 73. Because the Settlement  
4 amount here is on par with or exceeding other settlements reached and approved in  
5 similar cases<sup>3</sup>, this factor reflects that the Settlement is fair and favors final  
6 approval. See also *Calderon v. Wolf Firm*, No. SACV 16-1622-JLS(KESx), 2018  
7 WL 6843723, at \*7–8 (C.D. Cal. Mar. 13, 2018) (comparing class settlement with  
8 other settlements in similar cases).

9 *6. The Extent of Discovery Completed and the Stage of Proceedings*

10 Before entering into settlement discussions on behalf of class members,  
11 counsel should have “sufficient information to make an informed decision.” *Linney*  
12 *v. Cellular Alaska P’ship*, 151 F.3d 1234, 1239 (9th Cir. 1998). Here, Plaintiffs  
13 gathered all the information that was available regarding Enroll and the Data  
14 Incident including publicly-available documents regarding the Data Incident as  
15 well as informally exchanged non-public information concerning the Data Incident  
16 and the Class size in preparation for mediation. *Id.*

17 Plaintiffs were therefore well-informed about the strengths and weaknesses  
18 of this case going into the mediation and were able to “make an informed decision”  
19 in regards to the Settlement. *Linney*, 151 F.3d 1234 at 1239; see also *In re Banner*  
20 *Health Data Breach Litig.*, No. 2:16-cv-02696-SRB, 2020 U.S. Dist. LEXIS

21 <sup>3</sup> See, e.g. *Dickey’s Barbeque Restaurants, Inc.*, No. 20-cv-3424 (N.D. Tex.),  
22 Dkt. 62; *Cochran v. Accellion, Inc.*, No. 5:21-cv-01887-EJD (N.D. Cal.), ECF  
23 No. 32 (June 30, 2021); *In re Anthem, Inc. Data Breach Litig.*, No. 5:15md-  
24 02617 (N.D. Cal. Aug. 15, 2018); *In re Target Corp. Customer Data Sec.*  
25 *Breach Litig.*, MDL No. 14-2522, 2017 WL 2178306, at \*1- 2 (D. Minn. May  
17, 2017); *In re LinkedIn User Priv. Litig.*, 309 F.R.D. 573, 582 (N.D. Cal.  
2015).

1 70837, at \*19 (D. Ariz. Apr. 21, 2020) (granting final approval where the  
2 Settlement was the product of informed, prolonged litigation, intense negotiations,  
3 and at least one mediation session).

4 *7. The Experience and Views of Counsel*

5 Courts recognize that the opinions of experienced counsel supporting a  
6 settlement after vigorous arm's-length negotiations are entitled to considerable  
7 weight in the final approval analysis. As this Court has previously explained:

8 “Great weight is accorded to the recommendation of counsel, who  
9 are most closely acquainted with the facts of the underlying litigation.  
10 This is because parties represented by competent counsel are better  
11 positioned than courts to produce a settlement that fairly reflects each  
12 party's expected outcome in the litigation. Thus, the trial judge,  
13 absent fraud, collusion, or the like, should be hesitant to substitute its  
14 own judgment for that of counsel.

15 *In re Apollo Grp. Inc. Sec. Litig.*, Nos. CN 04-2147, CN 04-2204, and CN  
16 04-2334-PHX JAT, 2012 WL 1378677, at \*2 (D. Ariz. Apr. 20, 2012) (internal  
17 quotations and citation omitted); *accord In re Washington Pub. Power Supply Sys.*  
18 *Sec. Litig.*, 720 F. Supp. 1379, 1392 (D. Ariz. 1989) (same).

19 Based on their substantial experience litigating complex class action cases,  
20 Class Counsel fully endorses the Settlement. MPA Decl. ¶¶ 16-19. Accordingly,  
21 this factor supports approval.

22 *8. Governmental Participants*

23 There is no governmental participant in this matter. This factor is neutral.

24 *9. The Reaction of the Settlement Class*

1 The reaction of Settlement Class Members also supports final approval  
2 because the Settlement Class has reacted overwhelmingly in favor of the  
3 Settlement, with no Settlement Class Members opting out and only one (1)  
4 Settlement Class member objecting to the Settlement (which should be overruled).  
5 Courts recognize and treat a low objection and opt-out rate as powerful evidence  
6 of fairness and this Court should too. *Tanner*, 2025 U.S. Dist. LEXIS 150643, at  
7 \*12; *Dupler v. Costco Wholesale Corp.*, 705 F. Supp. 2d 231, 239 (E.D.N.Y. 2010)  
8 (same).

9 *a. The sole Objection has no merit and should be overruled*

10 While Class Counsel appreciate the objector's thoughts and comments,  
11 respectfully, the Objection of Brandon Tyler Walker ("Objection") is without merit  
12 and should be overruled. Mr. Walker's Objection states, in a conclusory fashion,  
13 that the proposed settlement is insufficient and therefore not fair, reasonable, or  
14 adequate and that the attorney's fees, expenses, costs, and service award should be  
15 reconsidered as a result. Mr. Walker does not challenge the notice program, the  
16 claims process, the release, the class definition, or any structural element of the  
17 Settlement.

18 Courts have recognized that objections asserting a settlement is "not  
19 enough" without more do not warrant denial of final approval. Indeed, such an  
20 objection is "tantamount to complaining that the settlement should be better, which  
21 is not a valid objection." *Browning v. Yahoo! Inc.*, No. C04-01463 HRL, 2007 WL  
22 4105971, at \*5 (N.D. Cal. Nov. 16, 2007) (citing *Hanlon v. Chrysler Corp.*, 150  
23 F.3d 1011, 1027 (9th Cir. 1998)); *In re Banner Health Data Breach Litig.*, No.  
24 2:16-cv-02696-SRB, 2020 U.S. Dist. LEXIS 70837, at \*12-13 (D. Ariz. Apr. 21,  
25

1 2020) (“the question we address is not whether the final product could be prettier,  
2 smarter or snazzier, but whether it is fair, adequate and free from collusion”).

3 Indeed, courts adjudicating data breach class actions have repeatedly  
4 overruled objections of precisely this type. See e.g., *id.* at 16 (overruling similar  
5 objection that settlement “is not fair, reasonable, or adequate” and that attorney’s  
6 fees, costs, and service award should be reconsidered because the objection  
7 provided no specific evidence in support of this claim, “let alone sufficient  
8 evidence to rebut the evidentiary record establishing that the Settlement is fair,  
9 reasonable, and adequate”) (internal citations omitted); *In re Anthem, Inc. Data*  
10 *Breach Litig.*, 327 F.R.D. 299, 321 (N.D. Cal. 2018) (similar.)

11 Further, the proper remedy for a class member who believes the settlement  
12 provides insufficient individual relief is to opt out and pursue individual claims,  
13 not to object. *Saccoccio v. JP Morgan Chase Bank, N.A.*, 297 F.R.D. 683, 700 (S.D.  
14 Fla. 2014) (“[T]o the extent that these objectors believe that they are entitled to  
15 additional relief due to unique cases, they were entitled to opt out of the  
16 settlement.”); *Snyder v. Ocwen Loan Servicing, LLC*, 2019 WL 2103379, at \*9  
17 (N.D. Ill. May 14, 2019) (overruling objectors because “objectors’ reservations  
18 about the amount of the settlement could have been resolved by simply opting out  
19 of the class and filing separate suit”). Mr. Walker received timely notice of the  
20 Settlement and his right to be excluded. He chose not to opt out.

21 This Settlement was achieved through experienced counsel, informed and  
22 prolonged litigation, informal discovery, intense negotiations, and a full day  
23 mediation session with an experienced mediator. The relief granted by this  
24 Settlement is squarely in line with amounts courts have routinely approved in  
25

1 comparable data breach class actions. Finally, the Settlement Class has reacted  
2 overwhelmingly in favor of the Settlement. For all these foregoing reasons, Mr.  
3 Walker’s Objection should be overruled.

4 *10. Lack of Collusion Among the Parties*

5 Class Counsel and Defendant’s counsel are experienced in handling data  
6 breach class actions such as this one and fully understand the values recovered in  
7 similar cases. MPA Decl., ¶¶ 16-20. The terms of the Settlement were negotiated  
8 at arm’s length and included a full-day mediation under the guidance of an  
9 experienced data breach mediator, Judge Diane M. Welsh (ret.) of JAMS. *Id.* at ¶  
10 11. The negotiations were vigorously contested, were overseen by Ms. Welsh, and  
11 were non-collusive. *Bloom*, 2024 WL 1162103, at \*4 (noting “that “the settlement  
12 was reached with the assistance of an experienced mediatory further suggests that  
13 the settlement if fair and reasonable.”).

14 **B. The Settlement Class Satisfies Rule 23(a) and Rule 23 (b)(3)**

15 The Court has previously found held that the Settlement Class satisfied Rule  
16 23(a) and Rule 23(b)(3). Doc. 49. Since then, there has been no intervening change  
17 in law or fact to disturb the Court’s initial finding. *See Arrison*, No. CV-21-00481-  
18 PHX-SMB at \*5-6 (D. Ariz. July 15, 2024). The Court should find that the  
19 prerequisites for class certification under Rule 23(a) and 23 (b)(3) are still satisfied  
20 and grant final approval.

21 *Numerosity* is satisfied when “the class is so numerous that joinder of all  
22 members is impracticable[.]” Fed. R. Civ. P. 23(a)(1). Courts find numerosity  
23 satisfied where a class includes at least 40 members. *Holly v. Alta Newport Hosp.,*  
24 *Inc.*, 612 F.Supp. 3d 1017, 1027 (C.D. Cal. 2020) (citing *Rannis v. Recchia*, 380 F.

1 App’x 646, 651 (9th Cir. 2010)). With 63,300 Settlement Class Members here,  
2 numerosity is easily satisfied.

3       **Commonality** is satisfied when “there are questions of law or fact common  
4 to the class[.]” Fed. R. Civ. P. 23(a)(2). As is the case in most data breach cases,  
5 the common issues here arise from the same Data Incident and “all center on  
6 [Defendant’s] conduct, [thus] satisfying the commonality requirement.” *In re the*  
7 *Home Depot, Inc., Customer Data Sec. Breach Litig.*, No. 1:14-MD-02583-TWT,  
8 2016 WL 6902351, at \*2 (N.D. Ga. Aug. 23, 2016); see also *Guy v. Convergent*  
9 *Outsourcing, Inc.*, No. C22-1558 MJP, 2023 WL 8778166, at \*3 (W.D. Wash. Dec.  
10 19, 2023) (same).

11       **Typicality** is satisfied when “the claims or defenses of the representative  
12 parties are typical of the claims or defenses of the class[.]” Fed. R. Civ. P. 23(a)(3).  
13 Here, the claims and relevant defenses of Plaintiffs mirror those of Settlement Class  
14 members—after all, the claims and defenses all arise from the same Data Incident.  
15 are based on Defendant’s alleged failure to protect the Private Information of  
16 Plaintiffs and all members of the Class. Typicality is therefore satisfied. *Meyer v.*  
17 *Portfolio Recovery Associates*, 707 F.3d 943, 1041-42 (9th Cir. 2012) (upholding  
18 typicality finding); *Just Film, Inc. v. Buono*, 847 F.3d 1108, 1118 (9th Cir. 2017)  
19 (“[I]t is sufficient for typicality if the plaintiff endured a course of conduct directed  
20 against the class.”).

21       **Adequacy** is satisfied when “the representative parties will fairly and  
22 adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). Plaintiffs  
23 here have no conflicts of interest with other class members, are subject to no unique  
24 defenses, and they and their counsel have vigorously prosecuted this case on behalf  
25

1 of the class and continue to do so. As such, their interests and the interests of their  
2 counsel are consistent with those of other Class Members. This factor is also  
3 satisfied. See e.g. *Ellis v. Costco Wholesale Corp.*, 657 F.3d 970, 985 (9th Cir.  
4 2011) (citing *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1020 (9th Cir. 1998).

5 **Predominance** is satisfied when “questions of law or fact common to class  
6 members predominate over any questions affecting only individual members[.]”  
7 Fed. R. Civ. P. 23(b)(3). As discussed above and in their Motion for Preliminary  
8 Approval, Plaintiffs allege that common questions predominate in this case over  
9 any questions affecting only individual members. Plaintiffs’ claims depend, first  
10 and foremost, on whether Enroll used reasonable data security measures to protect  
11 consumers’ Private Information. Importantly, questions about Enroll’s data  
12 security procedures at the time of the Data Incident can be resolved, for purposes  
13 of settlement only, using the same evidence for all Class Members, and thus is  
14 precisely the type of predominant question that makes a class-wide settlement  
15 worthwhile. See, e.g., *Tyson Foods, Inc. v. Bouaphakeo*, 577 U.S. 442, 453 (2016)  
16 (“When ‘one or more of the central issues in the action are common to the class  
17 and can be said to predominate, the action may be considered proper under Rule  
18 23(b)(3) [.]’”) (citation omitted).

19 **Superiority** is satisfied when “a class action is superior to other available  
20 methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P.  
21 23(b)(3). Here, there are 63,300 class members with modest individual claims,  
22 most of whom likely lack the resources necessary to seek individual legal redress.  
23 *Local Joint Exec. Bd. of Culinary/Bartender Trust Fund v. Las Vegas Sands, Inc.*,  
24 244 F.3d 1152, 1163 (9th Cir. 2001) (cases involving “multiple claims for relatively  
25

1 small individual sums” are particularly well suited to class treatment); *Wolin v.*  
2 *Jaguar Land Rover N. Am., LLC*, 617 F.3d 1168, 1175 (9th Cir. 2010) (“similar”).  
3 Therefore, a Class action is superior to any alternative means of adjudicating. *In re*  
4 *Banner Health Data Breach Litig.*, 2020 U.S. Dist. LEXIS 70837 at \*7.

5 ***C. The Notice Program Complies with Due Process and Favors Final***  
6 ***Approval***

7 The Court previously approved the notice plan proposed in this case and  
8 found it satisfied all requirements of due process and Rule 23. Doc 49. The notice  
9 plan is now in the process of being implemented by Epiq. The Court should approve  
10 the Notice Program—which successfully provided direct notice to 99% of the  
11 Settlement Class and utilized clear and concise language that is easy to understand  
12 and was organized in a way that allowed Class Members to easily find any topic  
13 that they may be looking for about the Settlement. *In re Banner Health Data*  
14 *Breach Litig.*, 2020 U.S. Dist. LEXIS 70837 at \*8 (finding notice sufficient and  
15 granting final approval).

16 **CONCLUSION**

17 Plaintiffs respectfully request an Order: (1) finally certifying the Settlement  
18 Class; and (2) granting final approval of the Settlement Agreement.

19  
20 Dated: June 22, 2026

By: /s/ Raina C. Borrelli  
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**CERTIFICATE OF SERVICE**

I, Raina C. Borrelli, hereby certify that on June 22, 2026, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to counsel of record, below, via the ECF system.

DATED this 22nd day of June, 2026.

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By: /s/ Raina C. Borrelli

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