

067-333679-22

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CAUSE NO. 067-333679-22

DENNIS TARRANT, individually and : IN THE DISTRICT COURT
on behalf of all others similarly situated, :
 :
 :
 Plaintiff, : 67th JUDICIAL DISTRICT
 :
 :
 v. :
 :
 : TARRANT COUNTY, TEXAS
 SOUTHLAND HOLDINGS LLC, :
 :
 :
 Defendant. :

~~PROPOSED~~ **ORDER GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

This matter came before the Court on Plaintiff’s Motion for Preliminary Approval of Class Settlement. Dennis Tarrant (“Representative Plaintiff”), individually and on behalf of the proposed Settlement Class, and Defendant Southland Holdings LLC (“Southland” or “Defendant”) have entered into a Settlement Agreement (the “Settlement Agreement”) that settles the above-captioned litigation.

On September 21, 2021, Defendant was the subject of a cyberattack in which an unauthorized third party gained access to Southland’s network environment which contained certain information such as individuals’ personally identifiable information (“PII”).

Representative Plaintiff is the named plaintiff in this action and seeks to represent a class of all persons Southland identified as being among those individuals impacted by the Data Breach, including all who were sent a notice of the Data Breach on or about April 8, 2022.

The Class Action Petition asserts four counts, all of which allegedly arise from the Data Breach: (1) negligence; (2) negligence *per se*; (3) breach of implied contract; and (4) unjust enrichment.

After motion practice, Plaintiff and Defendant agreed that a formal mediation of the above-captioned litigation (the “Litigation”) was warranted. On September 12, 2023, a full-day mediation was conducted before private mediator Christopher Nolland, Esq., and a subsequent session with Mr. Nolland was held on September 14, 2023. The Parties negotiated a settlement by which the Parties agree and hereby wish to resolve all matters pertaining to, arising from, or associated in any way with the Litigation. The Settlement Agreement is the result of the mediation and subsequent settlement discussions.

Having reviewed the Settlement Agreement, including the exhibits attached thereto, and for good cause shown, it is hereby ordered that Plaintiff’s Motion for Preliminary Approval is granted as set forth herein.¹

1. **Class Certification for Settlement Purposes Only**. For settlement purposes only and pursuant to Rule 42 of the Texas Rules of Civil Procedure, the Court provisionally certifies a Settlement Class in this matter defined as follows:

all persons Southland identified as being among those individuals impacted by the Data Breach, including all who were sent a notice of the Data Breach on or about April 8, 2022.

The Settlement Class includes approximately 11,499 people. Excluded from the Settlement Class are any judge presiding over this matter and any members of their first-degree relatives, judicial staff, Southland’s officers, directors, and members, and persons who timely and validly request exclusion from the Settlement Class.

Pursuant to Tex. R. Civ. P. 42(a) the Court provisionally finds, for settlement purposes only, that: (1) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (2) there are questions of law or fact common to the Settlement Class

¹ Unless otherwise indicated, capitalized terms used herein have the same meaning as in the Settlement Agreement.

which predominate over any questions affecting only individual class members; (3) the claims of the Representative Plaintiff are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; and (4) the Representative Plaintiff and Settlement Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Representative Plaintiff has no interest antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class. Pursuant to Tex. R. Civ. P. 42(b)(3), the Court finds that questions of law or fact common to Settlement Class Members predominate over questions affecting only individual members and a class action is superior to other methods available for a fair and efficient resolution of this controversy.

2. **Representative Plaintiff and Settlement Class Counsel.**

Dennis Tarrant is hereby provisionally designated and appointed as the Representative Plaintiff. Pursuant to Tex. R. Civ. P. 42(a)(4), the Court provisionally finds that the Representative Plaintiff will fairly and adequately protect the interests of the Settlement Class. The Court also provisionally finds that the Representative Plaintiff is similarly situated to absent Class Members and are therefore typical of the Class.

The Court finds, pursuant to Tex. R. Civ. P. 42(g), that William B. Federman of Federman & Sherwood and David K. Lietz of Milberg Coleman Bryson Phillips Grossman PLLC following counsel is experienced and adequate counsel and is hereby provisionally designated as Settlement Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court concludes and finds that the proposed Settlement is fair, reasonable, and adequate to warrant

providing Notice of the Settlement to the Settlement Class and accordingly is preliminarily approved.

4. **Jurisdiction.** The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for purposes of the Settlement. Additionally, venue is proper in this Court as a substantial portion of the acts and transactions complained of occurred in Tarrant County, Texas and Defendant conducts substantial business throughout Tarrant County.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on [DATE at least 120 days after entry of this Order] at ___:_0_.m. on Month , 2024, at the Tom Vandergriff Civil Courts Building - 4th Floor, 100 North Calhoun Street, Fort Worth, TX 76196, to determine, among other things, whether: (a) this matter should be finally certified as a class action for settlement purposes pursuant to Tex. R. Civ. P. 42(c); (b) the Settlement should be finally approved as fair, reasonable, and adequate pursuant to Tex. R. Civ. P. 42(e)(1)(C); (c) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (e) the motion of Settlement Class Counsel for an award of attorneys' fees, costs, and expenses (the "Fee Request") should be approved; and (f) the motion of Representative Plaintiff for a Service Award (the "Service Award Request") should be approved. Plaintiff's Motion for Final Approval of the Settlement, Fee Request, and Service Award Request shall be filed with the Court **twenty-one (21) days prior to the Final Approval Hearing.** By no later than **seven (7) days prior to the Final Approval Hearing,** the Parties shall file any replies in support of final approval of the Settlement and/or the Fee Request and Service Award Request.

6. **Administration.** The Court appoints Atticus Administration LLC ("Atticus") as the Claims Administrator, with responsibility for class notice and claims administration and to

fulfill the duties of the Claims Administrator set forth in the Settlement Agreement. All costs and expenses associated with providing notice to Settlement Class Members including, but not limited to, the Claims Administrator's fees as well as the costs associated with administration of the Settlement shall be paid by the Defendant.

7. **Notice to the Class.** The proposed notice program set forth in the Settlement Agreement, and the Claim Form, Short-Form Notice, and Long-Form Notice attached to the Settlement Agreement as Exhibits A, B, and C, satisfy the requirements of Tex. R. Civ. P. 42(c)(2), provide the best notice practicable under the circumstances, and are hereby approved. Non-material modifications to these Exhibits may be made without further order of the Court. The Claims Administrator is directed to carry out the notice program in conformance with the Settlement Agreement.

Within **thirty (30) days from the date of this Order** (the "Notice Deadline"), the Claims Administrator shall commence the notice program in the manner set forth in Section 4.2 of the Settlement Agreement.

8. **Findings and Conclusions Concerning Notice.** The Court finds that the form, content, and method of giving notice to the Settlement Class as described in the Settlement Agreement (including without limitation Section 4.2, and the exhibits to the Settlement Agreement): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice;

and the Court concludes that the notice program meets all applicable requirements of law, including Tex. R. Civ. P. 42(c)(2), and the Due Process Clause of the Texas and United States Constitutions. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Class Members.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail an individual written notification of the intent to exclude himself or herself from the Settlement Class to the Claims Administrator at the address provided in the Notice, postmarked no later than **sixty (60) days from the Notice Deadline** (the “Opt-Out Deadline”). The written notice must clearly manifest a person’s intent to be excluded from the Settlement Class and must be signed by the individual seeking to be excluded from the class.

Within seven (7) days after the Opt-Out Deadline, the Claims Administrator shall provide the Settling Parties with a complete and final list of all Opt-Outs who have timely and validly excluded themselves from the Settlement Class and, upon request, copies of all completed Requests for Exclusions. Settlement Class Counsel may file these materials with the Court, with any Personal Information other than names and cities and states of residence redacted, no later than seven (7) days prior to the Final Approval Hearing.

Any Settlement Class Member who does not timely and validly exclude herself or himself from the Settlement shall be bound by the terms of the Settlement Agreement. If Final Order and Judgment is entered, any Settlement Class Member – including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Persons relating to the claims or transactions released in the Settlement Agreement – who has not submitted a timely, valid written notice of exclusion from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the

Release set forth in the Final Order and Judgment. All Settlement Class Members who submit valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

10. **Objections and Appearances.** A Settlement Class Member who complies with the requirements of this paragraph may object to the Settlement, the Fee Request, or the Service Award Request. To do so, the objection must be sent to the Claims Administrator at the address specified in the Summary and Long Form Notices, and must be postmarked no later than **sixty (60) days from the Notice Deadline** (the “Objection Deadline”). For an objection to be considered by the Court, the objection must include all of the information set forth in Paragraph 6.2 of the Settlement Agreement, which is as follows:

- i. the objector’s full name, address, telephone number, and email address (if any);
- ii. a clear and detailed written statement that identifies the basis of the specific objection that the Settlement Class Member asserts;
- iii. the identity of any counsel representing the objector;
- iv. a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying that counsel;
- v. the objector’s signature and the signature of the objector’s duly authorized attorney or other duly authorized representative (if any).

Any Settlement Class Member who fails to comply with the provisions in this Paragraph may waive and forfeit any and all rights he or she may have to object and shall be bound by all of the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments in this matter, including, but not limited to, the release in the Settlement Agreement if Final Order and Judgment is entered.

Any Settlement Class Member, including a Settlement Class Member who files and serves a written objection as described above may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to comment on the fairness, reasonableness, or adequacy of the Settlement, the Service Award Request, or the Fee Request.

If Final Order and Judgment is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, the Service Award Request, or the Fee Request.

11. **Claims Process and Distribution and Allocation Plan**. The Settlement Agreement establishes a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the plan for remuneration described in Section 2 of the Settlement Agreement and directs that the Claims Administrator effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement should the Settlement be finally approved.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement Agreement, the Release included in that Settlement Agreement, and the Final Order and Judgment.

12. **Termination of Settlement.** This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the Settlement Agreement if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

13. **Use of Order.** This Order shall be of no force or effect if Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Representative Plaintiff or any other Settlement Class Member that their claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this litigation or in any other lawsuit.

14. **Stay of Proceedings.** Except as necessary to effectuate this Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Order and Judgment, or until further order of this Court.

15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Claims Administrator.

16. **Summary of Deadlines.** The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Order include but are not limited to:

Notice Deadline: 30 Days after Preliminary Approval

Motion for Service Awards, Attorneys' Fees and Costs: 46 Days after Notice Deadline

Opt-Out Deadline: 60 Days after the Notice Deadline

Objection Deadline: 60 Days after the Notice Deadline

Motion for Final Approval: 21 Days before Final Approval Hearing

Replies in Support of Final Approval, Service Awards and Fee Requests: 7 Days before Final Approval Hearing

Claim Deadline: 90 Days after Notice Deadline

IT IS SO ORDERED this 22nd day of December, 2023.



Hon. Don Cosby
District Judge

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Associated Case Party: DENNISTARRANT

Name	BarNumber	Email	TimestampSubmitted	Status
William B.Federman		wbf@federmanlaw.com	12/22/2023 2:51:24 PM	SENT
Administrative Administrative		law@federmanlaw.com	12/22/2023 2:51:24 PM	SENT
David K.Lietz		dlietz@milberg.com	12/22/2023 2:51:24 PM	SENT

Associated Case Party: THESOUTHLAND HOLDINGS LLC

Name	BarNumber	Email	TimestampSubmitted	Status
Kimberly SMOore		ksmoore@clarkhill.com	12/22/2023 2:51:24 PM	SENT
Laura ECalhoun		lcalhoun@clarkhill.com	12/22/2023 2:51:24 PM	SENT
Jin SShin		jshin@clarkhill.com	12/22/2023 2:51:24 PM	SENT