UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

In re Doxim, Inc. Data Security Incident Litigation	Case No: 2:24-cv-11550 Hon. Terrence G. Berg **CLASS ACTION**

PLAINTIFFS' RESPONSE TO OBJECTIONS AND SUPPLEMENTAL BRIEF IN SUPPORT OF FINAL APPROVAL

QUESTIONS PRESENTED

1. Whether the objection to the Settlement lodged by Julie Kakes should be overruled where the Settlement, based on objective factors, is fair, reasonable, and adequate, and where the Notice Program was the best practicable under the circumstances and comports with Due Process requirements?

Plaintiffs' Answer: Yes.

2. Whether the objection to the Settlement lodged by Casimir Wondolkowski should be overruled where the Settlement, based on objective factors, is fair, reasonable, and adequate, and where the Notice Program was the best practicable under the circumstances and comports with Due Process requirements?

Plaintiffs' Answer: Yes.

3. Whether the objection to the Settlement lodged by Shawn Matthew Beardslee should be overruled where the Settlement, based on objective factors, is fair, reasonable, and adequate, and where the Notice Program was the best practicable under the circumstances and comports with Due Process requirements?

Plaintiffs' Answer: Yes

MOST CONTROLLING AUTHORITY

- *In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508 (E.D. Mich. 2003)
- *Bowman v. Art Van Furniture, Inc.*, 2018 WL 6445389 (E.D. Mich. Dec. 10, 2018)
- Fed. R. Civ. P. 23(e)

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In advance of the Final Approval Hearing[1] scheduled for October 28, 2026, Plaintiffs submit this Response Brief to update the Court on the number of submitted Claims, objections, and opt-outs. Plaintiffs also respond to the three objections submitted, all of which should be overruled.

I. Update on Claims Submitted and Claims Rate

As of September 11, 2026, the date of the filing of Plaintiffs' Motion for Final Approval and Motion for Attorneys' Fees, Costs, and Service Awards (ECF Nos. 77, 78), 43,793 Claim Forms had been submitted.[2] Unsurprisingly, given the strength of the Settlement Class Member Benefits negotiated in the Settlement Agreement, that number has risen substantially. As of the date of this filing, one day after the Claim Form Deadline of October 13, 2026,[3] the number of Claim Forms submitted has risen to 53,618. *See* Exhibit 1 hereto, Supplemental Declaration of Cameron R.

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[1] Unless otherwise indicated, capitalized terms used herein have the same meaning as in the Settlement Agreement ("Settlement" or "S.A."), which is an exhibit to Plaintiffs' Unopposed Motions for Final Approval of Class Action Settlement and for Attorneys' Fees, Costs, and Service Awards. *See* ECF No. 77-2. Settlement Class Members can also access the Settlement Agreement on the Settlement Website, at https://www.doximdatasecuritysettlement.com/Content/Documents/Settlement%20Agreement.pdf. Class Counsel will also cause the present Response to be posted on the Settlement Website upon filing.

[2] *See* ECF No. 77-3, PageID.1363, Declaration of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of Notice Program, ¶ 33 (Ex. B to Plaintiffs' Motion for Final Approval).

[3] The Claim Form Deadline shall be "15 days before the initial scheduled Final Approval Hearing date." ECF No. 76, PageID.1257, Preliminary Approval Order. So, with the Final Approval Hearing on October 28, 2026, the Claim Form Deadline was October 13, 2026.

Azari, Esq. Regarding Implementation and Adequacy of Notice Program ("Supp. Decl."), ¶ 21. Accordingly, as of this filing, the claims rate here is roughly 4.98%. *Id.* (53,618 / 1,075,803 identified Settlement Class Members). Settlement Class Members have been able to submit their Claims either electronically on the Settlement Website or by mailing a paper Claim Form. Given that timely postmarked Claim Forms may still be received, the number of Claims Forms (and the corresponding claims rate) are expected to continue to rise.

The claims rate here is higher than numerous other large data security class actions receiving final approval, suggesting the reasonableness of the Settlement. *See In re Wawa, Inc. Data Sec. Litig.*, 2024 WL 1557366, at *17 (E.D. Pa. Apr. 9, 2024) (explaining that a 2.56% claims rate "compares favorably to the claims rates in other data breach class actions") (collecting cases); *Carter v. Vivendi Ticketing US LLC*, 2023 WL 8153712, at *9 (C.D. Cal. Oct. 30, 2023) (finding 1.6% claims rate "in line with claims rates in other data breach class action settlements that courts have approved") (collecting cases).[4] Moreover, the claims rate here is especially

[4] *See also Desue v. 20/20 Eye Care Network Inc.*, 2023 WL 4420348, at *9 (S.D. Fla. July 8, 2023) (finding 0.66% claims rate "within the acceptable range for final approval"); *In re Forefront Data Breach Litig.*, 2023 WL 6215366, at *4 (E.D. Wis. Mar. 22, 2023) ("A claims rate of 1.46% is generally in line with the rate experienced in other data breach class actions."); *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 321 (N.D. Cal. 2018) (1.8% claims rate); *In re Target Corp. Customer Data Sec. Breach Litig.*, 2017 WL 2178306, at *1–2 (D. Minn. May 17, 2017), *aff'd*, 892 F.3d 968 (8th Cir. 2018) (0.23% claims rate)).

strong when compared to large consumer class actions with millions of class members. *See Perez v. Asurion Corp.*, 501 F. Supp. 2d 1360, 1377–78 (S.D. Fla. 2007) (noting that about 1.1% of 10.3 million class members filed claims); *In re 700 Credit Data Security Litig.*, No. 2:25-cv-13747, ECF No. 57 (E.D. Mich. Oct. 9, 2026) (finally approving data security settlement with 1.48% claims rate (ECF No. 54, PageID.977) with roughly 5.8 million class members).

II. The Settlement Class' Overall Response to the Settlement Supports Final Approval

A. Updated Number of Opt-Outs and Objections Received

The Opt-Out and Objection Deadlines were both on September 28, 2026. As of this filing, 19 opt-outs and three objections have been received. Supp. Decl., ¶¶ 18, 19. The number of opt-outs is a miniscule fraction of the Settlement Class, and none of the objections have merit and all should be overruled.

First, given the Settlement Class size, the number of opt-outs and objections provides strong evidence that the Settlement is fair, reasonable, and adequate. *See IUE-CWA v. Gen. Motors Corp.*, 238 F.R.D. 583, 600 (E.D. Mich. 2006) ("Out of more than 32,000 class members, only 37 individuals—about one-tenth of one percent—submitted 34 objections. This extremely minimal level of opposition represents significant support by the Class for the Settlement Agreement"). The 19 opt-outs received is unremarkable in a class action with over a million Settlement Class Members. *See In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 527 (E.D.

Mich. 2003) ("A certain number of opt-outs and objections are to be expected in a class action. If only a small number are received, that fact can be viewed as indicative of the adequacy of the settlement."). And where only a small percentage of a class objects, such as the three non-meritorious objections here, there is "a strong presumption" that the proposed class settlement is favorable to class members. *Bowman v. Art Van Furniture, Inc*., 2018 WL 6445389, at *6 (E.D. Mich. Dec. 10, 2018); 4 Newberg on Class Actions § 13:58 (6th ed.) ("Courts have often held that if only a small number of objections are received, that fact can be viewed as indicative of the adequacy of settlement").

Here, it is indisputable the Settlement Class's reaction has been decisively positive. With a Class of over a million individuals, the opt-outs and objections represent 0.0019% of the Settlement Class. *See supra*, *In re Cardizem*, 218 F.R.D. at 527 (noting that a certain number are "to be expected"). It is also noteworthy that none of the attorneys general and other governmental officials who received notification of the Settlement pursuant to the Class Action Fairness Act have filed objections. *See George v. Acad. Mortg. Corp*., 369 F. Supp. 3d 1356, 1373 (N.D. Ga. 2019) ("Not one CAFA notice recipient objected to the settlement, which also weighs in favor of its approval here.") (citing *Hall v. Bank of Am., N.A.*, 2014 WL 7184039, at *5 (S.D. Fla. Dec. 17, 2014)). In fact, Class Counsel has included language in the proposed Final Approval Order that the Attorney General of California requested be

included.[5] These facts plainly weigh in favor of Final Approval. *See, e.g.*, *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998) ("[T]he fact that the overwhelming majority of the class willingly approved the offer and stayed in the class presents at least some objective positive commentary as to its fairness."); *Massiah v. MetroPlus Health Plan, Inc.*, 2012 WL 5874655, at *4 (E.D.N.Y. Nov. 20, 2012) ("The fact that the vast majority of class members neither objected nor opted out is a strong indication of fairness.").

B. All of the Objections Lack Merit and Should Be Overruled

Final Approval of the Settlement is warranted here as the Settlement satisfies the Fed. R. Civ. P. 23(e)(2) and *UAW v. Gen. Motors Corp.*, 497 F.3d 615 (6th Cir. 2007) factors; and the requested attorneys' fees, costs, and Service Awards should be approved because the *Ramey v. Cincinnati Enquirer, Inc.*, 508 F.2d 1188, 1196 (6th Cir. 1974), factors are similarly satisfied. *See* ECF Nos. 77, 78. The Settlement Agreement here was achieved through hard-fought negotiations with Defendants. ECF No. 77, PageID.1269. Settlement administration has been undertaken by an experienced Settlement Administrator, *see* Supp. Decl., and with the continued efforts of Class Counsel and Defendants' Counsel. The Parties thoroughly evaluated

[5] Paragraph 22 of the proposed Final Approval Order includes the following provision: "Settlement Class Members are not precluded from addressing, contacting, dealing with, or complying with requests or inquiries from any governmental authorities relating to the issues raised in this Settlement."

the merits of this Action and reached the Settlement after in-person arm's-length negotiations facilitated by an experienced mediator. ECF No. 77, PageID.1268–69; *see Does 1-2 v. Déjà Vu Servs., Inc.*, 925 F.3d 886, 901 (6th Cir. 2019) (examining the *UAW* factors and fee request and affirming settlement over objections).

Objections were submitted by the following Settlement Class Members: Julie Kakes (the "Kakes Objection," attached as Composite Exhibit 2 hereto); Casimir Wondolkowski (the "Wondolkowski Objection," ECF No. 79); and Shawn Matthew Beardslee (the "Beardslee Objection," ECF No. 80). As discussed below, all three objections fail to provide any compelling reason explaining the lack of fairness, reasonableness or adequacy of the Settlement or why the requested attorneys' fees, costs, and Service Awards are not reasonable. The Court should overrule all of them. While the objectors indicate a desire for a larger settlement amount, including the ability to be compensated for future damages, if they believed the Settlement relief was inadequate for their own circumstances, the Notice clearly explained that they could have exercised their right to opt-out of the Settlement to preserve their individual claims against Defendants. *See In re Yahoo! Inc. Customer Data Sec. Breach Litig.*, 2020 WL 4212811, at *15 (N.D. Cal. July 22, 2020) ("[T]o the extent that Settlement Class Members suffered unique damages of this nature, the correct response is to opt out from the Settlement Class in order to pursue those damages on an individual basis."). They did not.

1. The Kakes Objection

The Kakes Objection contains two sentences, "I am objecting to the Doxim settlement as I do not want to be bound by the initial settlement. I want to have the option to be compensated if damages incurred are beyond the initial settlement amounts." *See* Composite Exhibit 2.[6] The Long Form Notice explains (ECF No. 72-2, PageID.1047):

> If you are a member of the Settlement Class and want to keep any right you may have to sue or continue to sue the Released Parties on your own about the legal claims in this lawsuit or the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from— or "opting-out" of—the Settlement.

See also https://www.doximdatasecuritysettlement.com/Home/Documents.

On September 5, 2026, Kakes sent additional correspondence, "[t]o clarify, I want to be part of the initial settlement, but I want to keep the option open to seek additional damages caused by this data breech [sic] if such occurs." (Compositive Exhibit 2, Kakes Correspondence). This affirms a desire to participate in the Settlement with an interest in reserving the right to seek additional damages in the future. With this additional correspondence, the Court should exercise its inherent discretion to treat it as an objection, though it should be overruled because one who participates in the Settlement releases a claim for "additional damages" and may not

[6] The Kakes Objection should be independently overruled for failure to follow the objection requirements. ECF No. 74-2, PageID.1166, S.A. ¶ 96 ("Objections must be filed with the Court[.]").

seek additional compensation. *Id.* The Settlement Administrator reports that Kakes submitted a Claim Form. Supp. Decl. ¶ 19.

The Kakes objection should be overruled as procedurally deficient and as a general objection without requisite factual or legal grounds.

First, the Kakes Objection is facially deficient, and it fails to provide any grounds whatsoever for objecting to the Settlement. *See* ECF No. 74-2, PageID.1166 ("For an objection to be considered by the Court, the Objection must also set forth: . . . All grounds for the objection, accompanied by any legal support for the objection known to you as the objector or your own counsel").

Substantively, Kakes fails to articulate a single term of the Settlement Agreement she finds objectionable or any factual or legal reason for the Objection, save her preference not to be bound in case she wishes to pursue damages in the future incurred "beyond initial settlement amounts." *Id*. The Kakes Objection does not attack any specific provision, nor does it contain any factual or legal argument against the adequacy of the Settlement.

The Court is left with nothing to question the fairness, reasonableness, and adequacy of the Settlement. "General objections without factual or legal substantiation carry little weight." *In re Rio Hair Naturalizer Prods. Liab. Litig.*, No. MDL 1055, 1996 WL 780512, at *14 (E.D. Mich. Dec. 20, 1996) (citing 2 Newberg on Class Actions 3d, § 11.58); *see also UAW v. Gen. Motors Corp.*, 2006 WL 891151,

at *22 (E.D. Mich. Mar. 31, 2006) (discussing general objections, "two-thirds have stated no reason. Because there is no way for the court to determine the basis for these objections or whether any such objections have merit, they are of little use"); *IUE-CWA*, 238 F.R.D. at 600.

Accordingly, the Kakes Objection should either be construed as an opt-out, or if considered an Objection, should be overruled for the above reasons.

2. The Wondolkowski Objection

The Wondolkowski Objection asserts four grounds to challenge the Settlement, none of which provide a basis to deny Final Approval or the requested attorneys' fees, costs, and Service Awards. *See* ECF No. 79.

First, the Wondolkowski Objection challenges the *cy pres* provision contained in paragraph 119 of the Settlement (ECF No. 74-2, PageID.1173) without any legal authority. The Wondolkowski Objection simply states "[t]he remaining funds should not go to the Michigan State Bar Foundation. The remaining funds should go to us, the victims and potential victims." ECF No. 79, PageID.1510.

The Settlement states that "[i]n the event there are funds remaining from uncashed checks in the Settlement Fund 20 days following the 120-day check negotiation period, all remaining funds shall be distributed to an appropriate mutually agreeable *cy pres* recipient to be approved by the Court." ECF No. 74-2, PageID.1173, S.A., ¶ 119. The Wondolkowski Objection does not provide any

additional reasoning as to what Wondolkowski finds objectionable. It is unclear if the issue arises from a misunderstanding of what the remaining funds constitute. As described, the remaining funds designed to go to the court-approved *cy pres* recipient would only be for those checks where Settlement Class Members made a claim for a cash payment and then did not negotiate a physical check. The Claim Form here allowed for electronic payment by three digital payment options and also via direct deposit to one's checking account. *See* ECF No. 74-2, PageID.1204, Claim Form. As such, given the anticipated relatively small amount of uncashed physical checks, and the size of the Settlement Class, with nearly 80,000 claims submitted, "it does not make sense to direct the unclaimed funds to the parties. Given the administrative costs involved with a second round of payments to all claimants, and the small amount of funds involved . . . there would be little benefit to the Plaintiff class of attempting a second distribution of the unclaimed funds." *Lessard v. City of Allen Park*, 470 F. Supp. 2d 781, 783 (E.D. Mich. 2007).

Federal courts maintain "broad discretionary powers in shaping equitable decrees for distributing unclaimed class action funds." *Lessard*, 470 F. Supp. 2d at 782 (E.D. Mich. 2007) (citing to *Van Gemert v. Boeing Co.*, 739 F.2d 730, 737 (2d Cir. 1984)); *Six Mexican Workers v. Arizona Citrus Growers*, 904 F.2d 1301, 1307 (9th Cir. 1990) (cited approvingly by *Everett v. Verizon Wireless, Inc.*, 460 F.3d 818, 827 (6th Cir. 2006)). And courts "have generally looked favorably on distributions

to charities that offer services that are related to the plaintiffs of a class action." *Lessard*, 470 F. Supp. 2d at 783–84 (citing to *Rodriguez v. Berrybrook Farms, Inc.*, 1990 WL 10520985, at *3 (W.D. Mich. Oct. 29, 1990)).

Here, the proposed *cy pres* recipient is the Michigan State Bar Foundation, which provides "grants to improve access for all to the justice system, including support for civil legal aid to low-income individuals." *See* https://www.msbf.org/. The Michigan State Bar Foundation is a reputable and judicially recognized appropriate recipient of such residual funds to further the goals of this Action. The Michigan State Bar Foundation has repeatedly been approved as the *cy pres* recipient in this District. *See Lessard*, 470 F. Supp. 2d at 783–84 (approving *cy pres* distribution to the Michigan Bar Access to Justice Fund, finding the fund "is the 'next best' use of remaining settlement monies in this case, because both class action and Access to Justice programs facilitate the supplement of legal services to those who cannot otherwise obtain or afford representation in legal matters," and the Michigan State Bar "can geographically tailor the award to fit the class."). This is also true in data security actions. *See In re Belle Tire Distribs., Inc. Data Breach Litig.*, 2026 WL 2597817, at *3 (E.D. Mich. Sept. 2, 2026) (finally approving settlement and ordering that "any remaining funds shall be distributed to the Michigan State Bar Foundation, which the Court approves as the *cy pres* recipient").

Moreover, any eventual *cy pres* distribution requires court approval. ECF No.

74-2, PageID.1194, S.A., ¶ 90(o). Thus, the Settlement Agreement provides a recognized and trusted procedural mechanism to review the specifics of any proposed *cy pres* allocation of residual funds, and the Wondolkowski Objection provides no legal or factual basis for not following this standard settlement administration procedure, nor does the objection address the costs and impossibilities associated with repetitive residual distributions. Thus, the Michigan State Bar Foundation should be approved as the *cy pres* recipient in the Final Approval Order.

Second, the Wondolkowski Objection states that the Settlement benefits do not adequately compensate for "the actual or potential future long-term financial damages, identity theft risks, and out-of-pocket mitigation costs" for Class Members. ECF No. 79, PageID.1510. If Wondolkowski has experienced, or expects to experience, unique or extraordinary amounts of damage, his proper course would be to opt-out of the Settlement and retain his individual right to pursue those claims, as clearly stated in the Notices. *See In re Yahoo!*, 2020 WL 4212811, at *15 ("[T]o the extent that Settlement Class Members suffered unique damages of this nature, the correct response is to opt out from the Settlement Class in order to pursue those damages on an individual basis."). The Honorable Matthew F. Leitman, in recently granting final approval of a large data breach settlement in this District, overruled a similar objection raising concerns about future long-term risks associated with the

exposure of PII. *See Angus v. Flagstar Bank, N.A.*, No. 2:21-cv-10657-MFL, ECF No. 137, PageID.2873 (October 5, 2026) (finding these types of objections "to be highly individualized" to the objector and "not representative of those faced by the majority of class members."). Thus, Judge Leitman correctly reasoned there, like here, that the objector's "more proper course would be to opt-out of the Settlement and retain his individual right to pursue those claims, a course he chose not to pursue." *Id*. Having not done so, Wondolkowski is bound by the Settlement.

Further, this conclusory ground for objection does not take into account the risks Plaintiffs and Class Counsel were required to weigh when negotiating the Settlement for the Settlement Class. *See, e.g.*, *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1242 (9th Cir. 1998) ("[T]he very essence of a settlement is compromise, a yielding of absolutes and an abandoning of highest hopes."). *See also In re Equifax Inc. Customer Data Sec. Breach Litig.*, 2020 WL 256132, at *15 (N.D. Ga. Mar. 17, 2020) ("Objections that the settlement fund is too small for the class size, or that Equifax should be required to pay more, do not take into account the risks and realities of litigation, and are not a basis for rejecting the settlement."), *aff'd in part, rev'd in part and remanded*, 999 F.3d 1247 (11th Cir. 2021).[7]

[7] *See also In re Yahoo!*, 2020 WL 4212811, at *14 ("In objecting to the size of the Settlement, these Settlement Class Members fail to adequately take into account the risks and delays involved in proceeding to class certification, summary judgment, and/or trial. They ignore that the Settlement provides the class with a timely, certain, and meaningful recovery, while further litigation and any subsequent appeal are

Courts have repeatedly rejected objections premised on the notion that the settlement recovery should have been "more" or "better." *Hughes v. Microsoft Corp.*, 2001 WL 34089697, at *10 (W.D. Wash. Mar. 26, 2001) ("An objection that the settlement 'could have been better . . . does not mean the settlement presented [is] not fair, reasonable or adequate.'") (quoting *Hanlon*, 150 F.3d at 1027). "Because '[s]ettlement is the offspring of compromise' the appropriate inquiry for a court reviewing a settlement pursuant to Rule 23(e) is 'not whether the final product could be prettier, smarter or snazzier, but whether it is fair, adequate and free from collusion.'" *Id.*[8]

Third, Wondolkowski broadly attacks the requested attorneys' fees without any factual or legal basis. ECF No. 79, PageID.1510. Plaintiffs and Class Counsel prioritized obtaining meaningful relief for the Settlement Class by negotiating all

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uncertain, would entail significant additional costs, and in any event would substantially delay any recovery achieved."), *aff'd*, 2022 WL 2304236 (9th Cir. June 27, 2022).

[8] *See also Yaeger v. Subaru of Am., Inc.*, 2016 WL 4541861, at *17 (D.N.J. Aug. 31, 2016) (rejecting objections which suggested that the court "should insert other, more favorable terms into the proposed settlement" and recognizing that "[t]here is no middle ground of inserting or deleting terms at the request of an objector based on the judge's conception of what would be more fair, reasonable, or adequate."); *In re Onix Grp. LLC Data Breach Litig.*, No. 2:23-cv-02288, 2024 WL 5107594, at *11 (E.D. Pa. Dec. 13, 2024) (noting that the argument "that the settlement should have been better—has been frequently rejected by courts" and overruling objection because "[a]t each stage, the Court found that this settlement was fair, reasonable, and adequate, especially considering the substantial challenges that Plaintiffs would face if this litigation were to continue").

Settlement Class Member Benefits before discussing attorneys' fees, costs, and Service Awards. S.A., ¶ 117. Plaintiffs and Class Counsel also support the reasonableness of these requests at length in the Motion for Attorneys' Fees, Costs, and Service Awards. *See* ECF No. 78. Plaintiffs lay out in depth how the request satisfies the *Ramey* factors. 508 F.2d at 1196; *see also* ECF No. 78, PageID.1491–1504 (analyzing how all factors support the request).

The request for one-third of the non-reversionary Settlement Fund, and reasonably-incurred litigation costs, is squarely within the range approved by courts in actions such as this one. *See* ECF No. 78, PageID.1492–1493 (citing numerous cases in which one-third awards have been approved in data security actions, including *In re Wright & Filippis, LLC Data Sec. Breach Litig.*, 2024 WL 3083437 (E.D. Mich. June 20, 2024) (approving fee for one-third of common settlement fund in data privacy case)); *Flagstar*, No. 2:21-cv-10657, ECF No. 137, PageID.2876 (Oct. 5, 2026) (finding in non-reversionary common fund data breach case that "[t]he requested one-third of the Settlement Fund is mainstream, and sits in the heartland of fee awards for these kinds of cases.").

Fourth, without support, the Wondolkowski Objection states that the "duration and scope" of the Credit Monitoring offered, in addition to a Cash Payment available, is inadequate. ECF No. 79, PageID.1511. The Wondolkowski Objection offers no factual or legal support for why it is inadequate, nor addresses the inherent

value of the $1 million in identity theft insurance provided, or states any proposal for an acceptable alternative. Again, any settlement is a result of compromise. *Hughes*, 2001 WL 34089697, at *10 ("An objection that the settlement 'could have been better . . . does not mean the settlement presented [is] not fair, reasonable or adequate.'"). The Credit Monitoring benefit provides one year of one credit bureau "comprehensive dark web monitoring, high risk transaction monitoring, with real-time alerts, security freeze, and $1 million in insurance coverage." ECF No. 72-2, PageID.1008, S.A., ¶ 84(c).

The Wondolkowski Objection should be overruled.

3. The Beardslee Objection

The Beardslee Objection includes three of the grounds fully addressed above. ECF No. 80, PageID.1514 (grounds 2–4 of the Beardslee Objection, attacking the value of the settlement, requested attorneys' fees, and credit monitoring). The Beardslee Objection asserts four additional insufficient grounds in support of his Objection, addressed below.

The Beardslee Objection first claims that the negotiations were not at arm's length. ECF No. 80, PageID.1513. In support, the Beardslee Objection cites to the Wright & Filippis data breach settlement and makes a comparison about the relative annual revenues of that company and the Defendant here. But, as an initial matter, the Beardslee Objection itself notes that Defendant has the "probability" of reaching

a certain revenue number, ECF No. 80, PageID.1514, not that it is true today. Moreover, comparing the annual revenues of two companies speaks very little to the complexities and value of any particular case—the type of data at issue, the size of the class, the insurance available, the profits and cash on hand, and defenses available to a defendant are much more impactful. The comparison of the financial background of a defendant in one settlement by Co-Lead Counsel with the current Defendants does not support the claim that there was a lack of arms-length negotiations. This ground is unsupported.

The Beardslee Objection next claims there was a lack of due process because there was a failure to notify "all impacted" individuals. ECF No. 80, PageID.1514 (5th ground, grounds 2–4 address above). Specifically, Beardslee claims that his single credit union account impacted by the Data Incident is "shared" by his wife and two minor children. He believes these individuals should be Settlement Class Members. As set forth at length in the Administrator's Declaration, all contact information for individuals impacted by the Data Incident, including Beardslee, the accountholder, was provided on behalf of Defendants directly to the Administrator and a fulsome and robust Notice Campaign ensued. *See* Supp. Decl., ¶¶ 6–13. Beardslee provides no back up to show that three family members that purportedly share his account (again, with no information about how the account is held, i.e., are any of them named on the credit union account or was their PII otherwise maintained

by the credit union) were impacted by the Data Incident and relies on conjecture and speculation. The Settlement Administrator confirms that neither Haylee Renne Beardslee nor minor children U. and C.B. are identified in the Settlement Class Member records it received. Supp. Decl. ¶ 19. Thus, this objection should be overruled.

More generally, due process has been adequately satisfied here. The Notices approved by the Court clearly explain the Settlement and easily satisfies the requirements of Fed. R. Civ. P. 23(c)(2)(B). *See also* Supp. Decl., ¶ 6 (explaining how the Notice met the requirements of Rule 23(c)(2)(B)). The Notices provide the required information and also direct Settlement Class Members to the Settlement Website to obtain more information, including access to all key documents and other case-related documents filed in this lawsuit, and contact information for Class Counsel in case they have further questions. *See id.* The Notices explain the consequences of opting-out, objection, and doing nothing. The Notice Program produced an outstanding 93.3% reach rate of identified Settlement Class Members. *Id.* ¶ 7. The Notices were sufficiently clear to explain the Settlement. *Id.* ¶ 23 ("The Notices were designed to be 'noticed,' reviewed, and—by presenting the information in plain language—understood by Settlement Class Members. The design of the Notices followed the principles embodied in the Federal Judicial Center's ('FJC') illustrative 'model' notices posted at www.fjc.gov. Many courts,

and the FJC itself, have approved notices that Epiq's noticing experts have written and designed in a similar fashion.").

The Beardslee Objection next cites a play on words between the name of one of the Defendants, Doxim, and the act of "doxing" or "doxxing," while including a definition of the same. ECF No. 80, PageID.1514. This ground contains no specific objection whatsoever to the Settlement, only a reference to the similarity in the Defendant's name with an act not at issue here. This ground is not supported.

The Beardslee Objection finally claims the Settlement "does not cover all impacted information" because the "Settlement doesn't account for the fact that the mailing (physical home) address's[sic] of Settlement Class . . . was released." ECF No. 80, PageID.1514–1515. But the Settlement does account for this. The operative Amended Complaint alleges that the exposure of such Private Information harmed the putative Class. *See* ECF No. 21, PageID.284, Amended Complaint, ¶ 8. This was also referenced in the Settlement. ECF No. 74-2, PageID.1154, S.A., ¶ 63 (defining Private Information that may have been exposed in the Data Incident as including addresses of Settlement Class Members). Quite simply, this potential exposure was at all times raised and addressed by the Parties in their negotiations. Again, a settlement is the result of compromise. Plaintiffs and Class Counsel were able to reach a Settlement that provides Settlement Class Members with the options of two types of Cash Payments and also Credit Monitoring. ECF No. 74-2, PageID.1159–

1160, S.A., ¶ 84. So, this objection should be overruled.

In sum, none of the grounds provided in the Beardslee Objection are supported. None of the grounds provide any reason to believe that the Settlement is not fair, reasonable, and adequate. The Beardslee Objection should also be overruled.

CONCLUSION

The Settlement obtained in this Action is a strong result for the Settlement Class. The objections fail to raise any concerns that may alter that assessment. Accordingly, Plaintiffs respectfully request that the Court overrule the objections, finally approve the Settlement Agreement, and award the requested attorneys' fees, costs, and Services Awards, all of which are reasonable.

Dated: October 14, 2026

Respectfully submitted:

/s/ E. Powell Miller
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Class Counsel for Plaintiffs and Putative Class

CERTIFICATE OF SERVICE

I hereby certify that on October 14, 2026, I electronically filed the foregoing document(s) using the Court's electronic filing system, which will notify all counsel of record authorized to receive such filings.

/s/ E. Powell Miller
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epm@millerlawpc.com

INDEX OF EXHIBITS

Exhibit 1: Supplemental Declaration of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of Notice Program

Exhibit 2: Kakes Objection (and correspondence)

Exhibit 1

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

IN RE DOXIM, INC. DATA SECURITY INCIDENT LITIGATION	**2:24-CV-11550-TGB-C1** HON. TERRENCE G. BERG **SUPPLEMENTAL DECLARATION OF CAMERON R. AZARI, ESQ. REGARDING IMPLEMENTATION AND ADEQUACY OF NOTICE PROGRAM**

I, Cameron R. Azari, Esq., hereby declare and state as follows:

1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am a nationally recognized expert in the field of legal notice and have served as an expert in hundreds of federal and state cases involving class action notice plans.

3. I am a Senior Vice President of Epiq Class Action & Claims Solutions, Inc. ("Epiq") and the Managing Director of Epiq Legal Noticing (aka Hilsoft Notifications), a business unit of Epiq that specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans.

4. The facts in this declaration are based on my personal knowledge, as well as information provided to me by my colleagues in the ordinary course of my business at Epiq and Epiq Legal Noticing (hereinafter "Epiq").

OVERVIEW

5. This declaration describes updated settlement administration statistics following the successful implementation of the Settlement Notice Program ("Notice Program") and notices (the "Notice" or "Notices") for *In re Doxim, Inc. Data Security Incident Litigation*, Case No. 2:24-cv-11550, in the United States District Court for the Eastern District of Michigan. Previously, I executed my *Declaration of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of Notice Program* ("Implementation Declaration") on September 10, 2026, which described the successful implementation of the Notice Program, detailed Epiq's class action notice experience, and attached Epiq's *curriculum vitae*. I also provided my educational and professional experience relating to class actions and my ability to render opinions on overall adequacy of notice programs.

NOTICE PROGRAM METHODOLOGY

6. Federal Rule of Civil Procedure 23 directs that notice must be "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice may be by one

or more of the following: United States mail, electronic means, or other appropriate means."[1] The Notice Program as implemented satisfied these requirements.

7. This Notice Program as designed and implemented reached the greatest practicable number of Settlement Class Members. The Notice Program efforts reached approximately 93.3% of the identified Settlement Class Members via mail. The reach was further enhanced by a Settlement Website. In my experience, the reach of the Notice Program was consistent with other court-approved notice programs, was the best notice practicable under the circumstances, and satisfied the requirements of due process, including its "desire to actually inform" requirement.[2]

NOTICE PROGRAM DETAIL

8. As detailed in my Implementation Declaration, on June 5, 2026, the Court approved the Notice Program and appointed Epiq as the Settlement Administrator in the *Order* ("Preliminary Approval Order"). In the Preliminary Approval Order, the Court certified, for settlement purposes only, the following "Settlement Class":

> All living individuals residing in the United States who were identified by Doxim and who were sent notice by Doxim or Doxim's Credit

[1] Fed. R. Civ. P. 23(c)(2)(B).

[2] *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950) ("But when notice is a person's due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The reasonableness and hence the constitutional validity of any chosen method may be defended on the ground that it is in itself reasonably certain to inform those affected . . .").

> Union Clients that their Private Information was impacted in the Data Incident.
>
> Excluded from the Settlement Class are all persons who are: (a) directors, officers, and employees of Defendants; (b) the Judge assigned to the Action, that Judge's immediate family, and Court staff; (c) any Settlement Class Member who timely and validly opts-out of the Settlement; and (d) any individual who timely and validly opts-out of the Settlement.

9. After the Court's Preliminary Approval Order was entered, Epiq implemented the Notice Program. This declaration details the notice activities undertaken to date and explains how and why the Notice Program was comprehensive and well-suited to reach the Settlement Class Members. This declaration also discusses the settlement administration activity to date and provides updated settlement administration statistics.

NOTICE PROGRAM

Individual Notice

10. As detailed in my Implementation Declaration, on June 5, 2026, Epiq received two data files with 1,100,374 identified Settlement Class Member records, which included names and postal addresses ("Class List"). Epiq deduplicated, rolled-up, and loaded the unique, identified Settlement Class Member records into its database for this Settlement. These efforts resulted in 1,075,803 unique,

identified Settlement Class Member records (of these, 15,056 records did not include an associated postal address and were not sent Notice).

Individual Notice – Direct Mail

11. As detailed in my Implementation Declaration, on July 20, 2026, Epiq commenced sending 1,060,747 double Postcard Notices with a detachable claim form ("Postcard Notice") to identified Settlement Class Members with an associated mailing address. The Postcard Notice was sent via United States Postal Service ("USPS") first-class mail. The Postcard Notice clearly and concisely summarized the Settlement and the legal rights of the Settlement Class Members. In addition, the Postcard Notice also directed the recipients to the Settlement Website where they could access the Long Form Notice and additional information about the Settlement.

12. The return address on the Postcard Notices is a post office box that Epiq maintains for this Settlement. The USPS automatically forwarded Postcard Notices with an available forwarding address order that had not expired ("Postal Forwards"). Postcard Notices returned as undeliverable were remailed to any new address available through USPS information, (for example, to the address provided by the USPS on returned mail pieces for which the automatic forwarding order had expired but was still within the time period in which the USPS returned the piece with the address indicated), or to better addresses that were found using a third-party address

lookup service. Upon successfully locating better addresses, Postcard Notices were promptly remailed. As of October 14, 2026, Epiq has remailed 107,690 Postcard Notices.

13. Additionally, a Long Form Notice and Claim Form ("Claim Package") were mailed to all persons who request one via the toll-free telephone number or by other means. As of October 14, 2026, Epiq has mailed 310 Claim Packages as a result of such requests.

Notice Results

14. As of October 14, 2026, a Postcard Notice was delivered to 1,004,615 of the 1,075,803 unique, identified Settlement Class Members. This means the individual notice efforts reached approximately 93.3% of the identified Settlement Class Members.

Settlement Website

15. The Settlement Website (www.DoximDataSecuritySettlement.com) continues to be available 24 hours per day, 7 days per week. Relevant documents are posted on the Settlement Website, including the Settlement Agreement, Preliminary Approval Order, Long Form Notice, Claim Form, and other case-related documents. In addition, the Settlement Website includes relevant dates, answers to frequently asked questions ("FAQs"), instructions for how Settlement Class

Members could opt-out (request exclusion) from or object to the Settlement prior to the deadlines, instructions for submitting a Claim Form, contact information for the Settlement Administrator, and how to obtain other case-related information. Settlement Class Members are also able to submit a Claim Form on the Settlement Website. The Settlement Website address was prominently displayed in all notice documents. As of October 14, 2026, there have been 30,120 unique visitor sessions to the Settlement Website, and 121,773 web pages have been presented.

Toll-Free Telephone Number & Other Contact Information

16. The toll-free telephone number (1-877-318-7817) continues to be available for the Settlement. Callers are able to hear an introductory message, have the option to learn more about the Settlement in the form of recorded answers to FAQs, and are able to request a Claim Package be mailed to them. This automated telephone system is available 24 hours per day, 7 days per week. The toll-free telephone number was prominently displayed in all notice documents. As of October 14, 2026, there have been 2,381 calls to the toll-free telephone number representing 6,147 minutes of use.

17. A postal mailing address and email address were established for the Settlement and continue to be available to allow Settlement Class Members the opportunity to request additional information or ask questions.

Opt-Out Requests & Objections

18. The Opt-Out and Objection Deadline for the Settlement was September 28, 2026. As of October 14, 2026, Epiq has received nineteen valid opt-outs. The Exclusion Report is included as **Attachment 1**.

19. As of October 14, 2026, Epiq is aware of three objections to the Settlement, which are unrelated to noticing or settlement. The following is additional information for the Court as it relates to two of the three objections.

- **Beardslee Objection:** The objection submitted by Class Member Beardslee (ECF No. 80) references their wife, and two minor children, and asserts they should be included as Settlement Class Members. It is my understanding that Epiq has reviewed its records and verified that the wife and two minor children are *not* identified as members of the Settlement Class.
- **Kakes Purported Objection:** A purported objection was submitted by Class Member Kakes. It was a Letter included with a Claim Form, stating they object and do not want to be bound by the initial settlement.

Claim Submission & Distribution

20. The Notices provided a detailed summary of relevant information about the Settlement, including the Settlement Website and how Settlement Class

Members can submit a Claim Form online or by mail. With any method of submitting a Claim Form, Settlement Class Members are given the option of receiving a digital payment or a traditional paper check. Epiq worked with counsel for the Parties to select an appropriate menu of payment options. The type of digital payment selected does not impact Epiq's compensation for its work as the Settlement Administrator, and no digital option is discouraged relative to other options.

21. The deadline for Settlement Class Members to submit a Claim Form was October 13, 2026. As of October 14, 2026, Epiq has received 53,618 Claim Forms (17,042 online and 36,576 paper), representing a current claims rate of approximately 4.98%. Although the Claim Form Deadline has passed, it is anticipated that the number of Claim Forms received will continue to increase based on USPS delivery of mailed Claim Forms. As standard practice, Epiq is in the process of conducting a complete quality control review of Claim Forms received. There is a likelihood that after detailed review, the total number of Claim Forms received and the current claims rate will change due to duplicate and denied Claim Forms. As of the date of this declaration, the number of Claim Forms received is consistent with other data breach settlements with similar settlement class member benefits.

NOTICE & SETTLEMENT ADMINISTRATION COSTS

22. Through September 2026, Epiq's Settlement Administration Costs total $903,348.82 which is inclusive of the costs to implement the Notice Program and handle Settlement administration to date. This is not a minimum or a cap of costs to be incurred. Based on the current scope of settlement administration, Epiq estimates the final, total cost to be approximately $1,035,000 to $1,065,000 to complete the Settlement administration, leading up to and following the Final Approval Hearing.

23. Additional work remains leading up to and following the Final Approval Hearing to complete all aspects of the Settlement administration. The remaining work to be completed includes: (1) processing Claim Forms and completing quality review; (2) distributing Settlement Funds via Cash Payments (digital payments or physical checks and postage) and Credit Monitoring codes to members of the Settlement Class with a valid Claim Form; (3) handling undeliverable payments; (4) re-issuing payments; (5) communications with Settlement Class Members, including maintaining the Settlement Website and toll-free telephone number throughout the remaining duration of the Settlement administration; and (6) associated project management and related billable hours to

handle the distribution and related settlement administration responsibilities. All fees and expenses are subject to the Service Contract under which Epiq is retained as the Settlement Administrator, and the terms and conditions of that agreement.

CONCLUSION

24. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, by federal and local rules and statutes, and further by case law pertaining to notice. This framework directs that the notice plan be designed to reach the greatest practicable number of potential class members and, in a settlement class action notice situation such as this, that the notice or notice plan itself not limit knowledge of the availability of benefits—nor the ability to exercise other options—to class members in any way. All of these requirements were met in this case.

25. The Notice Program included individual notice via mail to identified Settlement Class Members. With the address updating protocols that were used, the Notice Program individual notice efforts reached approximately 93.3% of the identified Settlement Class Members. The reach was further enhanced by a Settlement Website. In 2010, the FJC issued a *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*, which is relied upon for

federal cases, and is illustrative for state courts. This guide states that, "the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%."[3] Here, we have developed and implemented a Notice Program that readily achieved a reach at the high end of that standard.

26. The Notice Program followed the guidance for satisfying due process obligations that a notice expert gleans from the United States Supreme Court's seminal decisions, which emphasize the need: (a) to endeavor to actually inform the Settlement Class, and (b) to ensure that notice is reasonably calculated to do so:

a) "[W]hen notice is a person's due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it," *Mullane v. Central Hanover Trust*, 339 U.S. 306, 315 (1950); and

b) "[N]otice must be 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," *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974) (citing *Mullane*, 339 U.S. at 314).

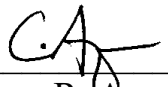
27. The Notice Program provided the best notice practicable under the circumstances of this case, conformed to all aspects of Federal Rules of Civil Procedure,

[3] FED. JUDICIAL CTR, JUDGES' CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND PLAIN LANGUAGE GUIDE 3 (2010), available at https://www.fjc.gov/content/judges-class-action-notice-and-claims-process-checklist-and-plain-language-guide-0.

Rule 23 regarding notice, comported with the guidance for effective notice set out in the Manual for Complex Litigation, Fourth, and satisfied the requirements of due process, including its "desire to actually inform" requirement.

28. The Notice Program schedule afforded sufficient time to provide full and proper notice to Settlement Class Members before the Opt-Out and Objection Deadlines.

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct. Executed October 14, 2026.



Cameron R. Azari, Esq.

Attachment 1

Exclusion Report

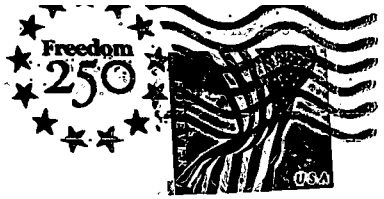
Doxim Data Security Incident

Number	Tracking Number
1	XXXXXXX943
2	XXXXXXX645
3	XXXXXXX867
4	XXXXXXX635
5	XXXXXXX938
6	XXXXXXX270
7	XXXXXXX312
8	XXXXXXX286
9	XXXXXXX440
10	XXXXXXX314
11	XXXXXXX603
12	XXXXXXX822
13	XXXXXXX470
14	XXXXXXX547
15	XXXXXXX860
16	XXXXXXX209
17	XXXXXXX686
18	XXXXXXX301
19	XXXXXXX517

Exhibit 2

Julie Kates
[redacted]

MILWAUKEE WI 530
30 JUL 2026 PM 2 L

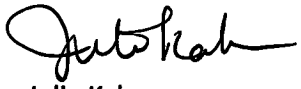


Doxim Data Incident
Settlement Administrator
PO Box 2509
Portland OR 97208-2509

97208-250909

7/29/2026

I am objecting to the Doxim settlement as I do not want to be bound by the initial settlement. I want to have the option to be compensated if damages incurred are beyond the initial settlement amounts.



Julie Kakes

400897730004608501

CLAIM FORM

Claims must be postmarked or submitted online by October 13, 2026.

Mailing Address:

[redacted]

Cash Payment A – Documented Losses: You may submit a Claim Form and provide reasonable documentation for fraud or identity theft losses that can be reasonably traced to the Data Incident for up to $5,000 per Settlement Class Member. To submit a Claim Form for Documented Losses, you must visit the Settlement Website and follow the instructions on the Claim Form. You can also download a paper Claim Form and submit by mail.

Cash Payment B – Alternate Cash: Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive a *pro rata* (a legal term meaning equal share) cash payment in the estimated amount of $100;

☐ By checking this box, I affirm I want to receive the Alternative Cash Payment.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims.

Credit Monitoring: In addition to Cash Payment A (Documented Losses) ***or*** Cash Payment B (Alternate Cash), you may also submit a Claim Form to receive one year of free Credit Monitoring.

☒ By checking this box, I affirm I want to receive one year of Credit Monitoring.

By signing my name, I swear and affirm I am completing this Claim Form to the best of my personal knowledge.

Signature: Julie Kobes

Date (MM/DD/YY): 07/28/26

Julie Kokes
[redacted]

MILWAUKEE WI 530
9 SEP 2026 PM 7 L



Doxim Data Incident
Settlement Administrator
PO BOX 2509
Portland, OR 97208-2509

97208-250909

9-5-26

Data Data Incident,

To clarify, I want to be part of the initial settlement, but I want to keep the option open to seek additional damages caused by this data breech if such occurs.

Tracking number 331895

Julie Kokes

Julie Kokes

[redacted]