

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

GREGORY PULL AND PAUL GREENE, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

BAER'S FURNITURE CO., INC.

Defendant.

Case No. 2024-CA-003418-O

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

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Plaintiffs Gregory Pull and Paul Greene (“Plaintiff” or “Settlement Class Representatives”) respectfully move for final approval of the Settlement and for certification of the Settlement Class.

I. INTRODUCTION

This Action was initiated following Defendant Baer’s Furniture Co., Inc.’s discovery of a cyberattack (the “Security Incident”) that impacted over 4,175 of its employees’ Personal Information, including full names, addresses, Social Security numbers, and “potentially medical information.” Plaintiffs allege, *inter alia*, that Baer’s was negligent, breached its implied contracts and fiduciary duties with its employees, invaded the privacy of its employees, and violated the Florida Deceptive and Unfair Trade Practices Act. As a result of swift litigation and negotiation, the Parties reached a hard-fought and arms-length resolution that provides direct and immediate benefits to the Class.

The Settlement is fair, reasonable, and adequate, and is in the best interests of the Settlement Class Members. The Settlement squarely addresses the issues raised in the Action and affords Class Members significant monetary and nonmonetary relief, including tiered monetary relief to compensate Settlement Class Members for inconveniences and losses, and injunctive relief designed to better protect Class Members against another data breach of Baer’s. The Settlement compares favorably with settlements in similar litigation and was reached only after intensive, arms-length negotiations between counsel experienced in data breach class actions. If finally approved, the Settlement will resolve all claims arising out of the Security Incident and will provide Settlement Class Members with the precise relief this Litigation was filed to obtain.

Accordingly, pursuant to Florida Rule of Civil Procedure 1.220 and the Settlement Agreement,¹ Plaintiffs respectfully request that the Court enter an order: (1) approving the

¹ Unless otherwise stated, the Exhibits are to the Settlement Agreement.

Settlement as fair, reasonable, and adequate; (2) finally certifying the proposed Settlement Class; (3) appointing Plaintiffs as Class Representatives for the Settlement Class; (4) appointing Brittany Resch of Strauss Borrelli PLLC as Settlement Class Counsel; (5) finding that the Notice Program as implemented satisfies Rule 1.220 and Due Process; (6) granting Class Counsel’s motion for attorneys’ fees and costs and service awards; and (7) granting any further relief as the Court deems just and proper.

II. BACKGROUND

A. Information About the Settlement

After Defendant released news of the Security Incident, Settlement Class Counsel engaged in substantial research regarding the facts of the Security Incident, the potential claims, possible defenses, and the overall viability of a class action. Filing # 210026831 at Ex. 1 (Resch Decl. in support of unopposed fee motion, “Resch Fee Decl.”) ¶4. In May 2024, Mr. Pull and Mr. Greene sued Defendant to remediate the harm its breach allegedly caused—asserting six counts and demanding that Defendant reimburse the Class’s losses. *Id.* ¶5. During the pendency of Mr. Greene’s prior and related case in the 17th Judicial Circuit Court, the parties began discussing early resolution and exchanging information necessary to explore the strengths and weaknesses of their claims and defenses and size of the putative class. *Id.* ¶6. By November 27, 2023, the parties had negotiated a term sheet. *Id.* ¶7. Settlement Class Counsel was subsequently retained by Mr. Pull. And in April 2024, Mr. Pull also sued Defendant for the same harms. *Id.* ¶8.

After additional weeks of negotiations between counsel with significant experience in data breach class actions, the Settlement Agreement was finalized and signed on June 6, 2024. Filing # 200533481 at Ex. 1 (Settlement Agreement, “S.A.”); Resch Fee Decl. ¶9. At all times, the parties negotiated at “arm’s length,” argued their positions, and evaluated the strengths and weaknesses underlying their claims and defenses. Resch Fee Decl. ¶10. From the start, the parties

agreed that they would not negotiate the proposed Class Counsel’s attorney fees or Settlement Class Representatives’ service awards until they agreed on the Settlement Agreement’s core terms, thus avoiding conflict between the Settlement Class Representatives and the Class. *Id.* ¶11.

On June 13, 2024, Plaintiffs moved the Court for preliminary approval of the class action settlement. Filing # 200533481. On July 30, 2024, the Court held a hearing on the preliminary approval of the Settlement, Resch Fee Decl. ¶13, and on August 2, 2024, issued its order granting preliminary approval, Filing # 203951163 (“PAO”). Since the Court granted preliminary approval, Settlement Class Counsel has overseen the settlement process, assisting and supervising the Administrator’s, Atticus, implementation of the Class Notice to ensure proper and timely notification to all Class Members. Resch Fee Decl. ¶¶14, 16.

Notice was sent to all 4,176 Class Members on September 16, 2024. Atticus Decl. ¶6 (attached hereto as **Exhibit 1**). On October 31, 2024, Plaintiffs moved for attorney fees, costs, and service awards. Filing # 210026831. The objection and opt-out deadlines were November 15, 2024. Atticus Decl. ¶11. There have been no objections or requests for exclusions as of the filing of this motion. *Id.* The claims deadline is December 16, 2024. *Id.* ¶12. To date, there have been 77 valid claims filed: 31 elected the alternative cash payment, 34 claimed between two (2) and four (4) hours of lost time, and 26 requested credit monitoring. *Id.* ¶¶12-13

Based on Settlement Class Counsels’ independent investigation of the relevant facts and applicable law, experience with other data breach cases, the information provided by Defendant, and the strengths and weaknesses of the Parties’ respective positions, Settlement Class Counsel determined that the Settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class and should be finally approved.

B. The Terms of the Settlement Agreement

Pursuant to the Settlement Agreement, Plaintiffs request that the Court finally certify the following Settlement Class:

All individuals, or their respective successors or assigns, who reside in the United States and whose Personal Information was impacted by the Security Incident.²

PAO at 1-2; S.A. ¶34.

C. The Settlement Benefits

Settlement Class Members will receive credit monitoring at no cost if they elect to enroll. S.A. ¶42. The monitoring will last for 2 years under one bureau with at least \$1,000,000 in identity theft insurance. *Id.* Settlement Class Members may claim losses from the breach, including up to \$5,000.00 in unreimbursed, documented losses and lost time. *Id.* ¶43. For unreimbursed losses, Class Members may claim up to \$5,000.00 for losses resulting from the breach, including identity theft, fraud, and costs spent mitigating those risks. *Id.* ¶43(a). They can also claim “lost time” dealing with the breach at \$25/hour for up to 4 hours. *Id.* ¶43(b). As an alternative to receiving credit monitoring and claiming monetary losses and lost time, Class Members can make a claim for a \$50 Alternative Cash Payment. *Id.* ¶43(c). Defendant will pay the cost to administer the settlement, including the Claims Administrator’s costs to notify the class and process claims. *Id.* ¶55. This cost is also being paid separate from the costs associated with the other benefits offered. *See id.* ¶¶42-43. Defendant has confirmed it has improved its cybersecurity since its data breach, affirming that commitment in a confidential declaration to Settlement Class Counsel *Id.* ¶44. To

² Excluded from the Settlement Class are (i) Baer's, its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads nolo contendere to any such charge.

be considered valid, all Claim Forms and related documentation must be postmarked or submitted electronically on or before the Claims Deadline, December 16, 2024, which is 90 days after the commencement of the Notice Program, which was September 16, 2024. S.A. ¶¶6, 7; Atticus Decl. ¶¶6, 12.

D. Attorneys' Fees, Costs, and Expenses and Service Awards

Class Counsel has requested, and Baer's has agreed to pay, subject to Court approval, the amount of \$100,000.00 for attorneys' fees, as well as costs and expenses of \$1,594.74. S.A. ¶71; *see also* Fee Motion. Class Counsel also requested, and Baer's agreed to pay, subject to Court approval, the amount of \$3,500.00 for both of the Class Representatives' service awards. S.A. ¶69; *see also* Fee Motion. Notably, the parties did not negotiate this agreement with respect to attorneys' fees, costs, and expenses until after they had reached an agreement on Class relief. Resch Fee Decl. ¶11.

E. Class Notice and Claims

On August 2, 2024, the Court appointed Atticus Administration (the "Settlement Administrator") to serve as the settlement administrator and effectuate notice of the settlement to the class. PAO ¶6. On August 10, 2024, Atticus received a data file from Defendant containing the names and mailing addresses of 4,179 persons who fit the class definition. Atticus Decl. ¶4. After data hygiene, 4,176 Settlement Class Members had valid mailing addresses. *Id.* ¶¶4-5. On September 16, 2024, Atticus mailed by U.S. Mail the Short Form Notice to all 4,176 Settlement Class Members. *Id.* ¶6. Atticus received 915 notices as undeliverable. *Id.* ¶7. Of those, three were able to be promptly remailed to updated addresses, 912 were skip-traced, and 667 were able to be remailed. *Id.* Of those 667 remailed notices, 79 were again returned to Atticus as undeliverable.

Id. Atticus reports that 3,852 notices were successfully mailed—or to put it another way, 92.24% of the Settlement Class received direct notice of the Settlement. *Id.*

The Notice Program consisted of not only a Direct Notice which was directly mailed to all Settlement Class Members, but also a dedicated Settlement Website—www.BaerDataSettlement.com—established and maintained by Atticus that provides important dates and deadlines pertaining to the Settlement and have made and continue to make available important documents available for review and download, and a toll-free telephone line. *Id.* ¶¶6, 8-10. The Settlement Website was designed to be user-friendly and makes it easy for Settlement Class Members to find information about the Settlement. Settlement Class Members can view general information about this class action Settlement, review relevant Court documents, including the Long Form Notice, Claim Form, Settlement Agreement and Preliminary Approval Order, as well as view important dates and deadlines pertinent to the Settlement. *Id.* ¶¶8-9. As of November 20, 2024, the Settlement Website has received 3,105 visits. *Id.* ¶9.

The deadline for Class Members to opt-out from or object to the Settlement was November 15, 2024. *Id.* ¶11. No requests for exclusion or objections were received. *Id.* The deadline for Class Members to submit claim forms is December 16, 2024. *Id.* ¶12. As of November 20, 2024, there have been 77 valid claim forms received: 31 elected the alternative cash payment, 34 claimed between two (2) and four (4) hours of lost time, and 26 requested credit monitoring. *Id.* ¶¶12-13. The Settlement Administrator will continue with its efforts and Class Counsel will update the Court at the Final Approval hearing. *Id.*

III. ARGUMENT

A. Certification of the Settlement Class is Appropriate

Prior to granting final approval of a proposed settlement, the Court should first determine the proposed Settlement Class is appropriate for certification. *See* Fla. R. Civ. P. 1.220(a). Class

certification is proper if the proposed class, proposed class representatives, and proposed class counsel satisfy the numerosity, commonality, typicality, and adequacy of representation requirements under Florida law. Fla. R. Civ. P. 1.220(a)(1)-(4). Additionally, where (as here) certification is sought under Rule 1.220(b)(3), the Plaintiffs must demonstrate that common questions of law or fact predominate and that a class action is superior to other methods of adjudicating the claims. Fla. R. Civ. P. 1.220(b)(3). This case meets all of the Rule 1.220(a) and 1.220(b)(3) prerequisites, and for the reasons set forth below, certification is appropriate.

1. The Proposed Settlement Class Meets the Requirements of Rule 1.220(a).

a. Numerosity.

Numerosity requires “the members of the class are so numerous that separate joinder of each member is impracticable.” Fla. R. Civ. P. 1.220(a)(1). “No specific number and no precise count are needed to sustain the numerosity requirement.” *Sosa v. Safeway Premium Finance Co.*, 73 So. 3d 91, 114 (Fla. 2011). “Rather, class certification is proper if the class representative does not base the projected class size on mere speculation.” *Id.* Here, the Settlement Class contains approximately 4,175 individuals. Thus, numerosity is easily satisfied.

b. Commonality.

The second prerequisite to certification is commonality, which means that “the claim or defense of the representative party raises questions of law or fact common to the questions of law or fact raised by the claim or defense of each member of the class.” Fla. R. Civ. P. 1.220(a)(2). “The threshold of the commonality requirement is not high” and “only requires that resolution of a class action affect all or a substantial number of the class members, and that the subject of the class action presents a question of *common or general interest.*” *Sosa*, 73 So. 3d at 107 (emphasis in original).

Here, the commonality requirement is readily satisfied. Settlement Class Members are joined by common questions of law and fact that arise from the same event—the Security Incident.

The critical issues posed by this litigation are:

1. Whether the Personal Information of Settlement Class Members was obtained by a third party without authorization due to Baer’s security measures;
2. Whether Defendant had a duty to protect the Personal Information of Settlement Class Members from disclosure; and
3. Whether Settlement Class Members were injured by Defendant’s failure to protect their Personal Information.

The central question behind every claim in this Litigation is whether Defendant adequately secured its employees’ Personal Information. The answer to that question depends on common evidence that does not vary from class member to class member, and can be fairly resolved on a class-wide basis—whether through litigation or settlement—for all Settlement Class Members at once. These common issues converge at the center of Defendant’s conduct in this Litigation, satisfying the commonality requirement. *See, e.g., Hughley v. University of Central Florida Bd. of Trustees*, No. 2016-CA-001654-O, 2017 WL 9287318, at *2 (Fla. 9th Cir. Ct. Dec. 1, 2017) (commonality satisfied where “all members of the class are current or former students and/or employees of UCF whose personal information was accessed without authorization at UCF in early 2016”); *In re Countrywide Fin. Corp. Cust. Data Sec. Breach Litig.*, No. 3:08-MD-01998, 2009 WL 5184352, at *3 (W.D. Ky. Dec. 22, 2009) (commonality satisfied where all “class members had their private information stored in Countrywide’s databases at the time of the data breach.”).

c. Typicality.

The next prerequisite to certification—typicality—asks whether “the claim or defense of the representative party is typical of the claim or defense of each member of the class.” Fla. R. Civ. P. 1.220(a)(3). “The key inquiry for a trial court when it determines whether a proposed class

satisfies the typicality requirement is whether the class representative possesses the same legal interest and has endured the same legal injury as the class members.” *Sosa*, 73 So. 3d at 114.

Here, typicality is satisfied for the same reasons as commonality. Specifically, Plaintiffs’ claims are typical of those of other Settlement Class Members because they arise from the Security Incident. They are also based on the same legal theory, *i.e.*, that Baer’s had legal duties to protect Plaintiffs’ and Settlement Class Members’ Personal Information. Because there is a “sufficient nexus” between Plaintiffs’ and Settlement Class Members’ claims, typicality is met. Although Plaintiffs’ and the Settlement Class Members’ damages recovery might differ depending on out-of-pocket expenses incurred as a result of the Security Incident, such differences are “mere[ly] factual difference[s] . . . which does not preclude a finding of typicality.” *Id.* at 115 (holding that the plaintiffs’ and putative class members’ difference in damage recovery did not preclude a finding of typicality). Because there is a “strong similarity,” between the legal theories and injuries upon which Plaintiffs’ claims are based, and the legal theories and injuries upon the claims of Settlement Class Members, typicality is satisfied. *Id.* at 114-15 (internal citations omitted).

d. Adequacy.

Rule 1.220(a)(4) requires that “the representative party can fairly and adequately protect and represent the interests of each member of the class.” “This inquiry serves to uncover conflicts of interest between the presumptive class representative and the class he or she seeks to represent.” *Sosa*, 73 So. 3d at 115. “A trial court’s inquiry concerning whether the adequacy requirement is satisfied contains two prongs.” *Id.* “The first prong concerns the qualifications, experience, and ability of class counsel to conduct the litigation.” *Id.* “The second prong pertains to whether the class representative’s interests are antagonistic to the interests of the class members.” *Id.*

Here, both components are satisfied because Plaintiffs are represented by qualified and competent counsel, and because Plaintiffs' interests in this Litigation are aligned with, and not antagonistic to, those of the Settlement Class. First, proposed Settlement Class Counsel are experienced in nationwide class action litigation; with respect to data breach class actions, the undersigned are well recognized practice leaders. Filing # 200533481 (Resch Decl. in support of unopposed motion for preliminary approval, "Resch MPA Decl.") ¶¶9-21 & Ex. A. Moreover, because Plaintiffs and their Counsel have devoted considerable time and resources to this Litigation and have shown a deft understanding of the issues in this Litigation, the adequacy requirement is satisfied. *Id.* Second, Plaintiffs provided their Personal Information to Defendant and allege that their Personal Information was compromised as a result of the Security Incident, just as the Personal Information of the Settlement Class Members was also allegedly compromised. Indeed, Plaintiffs' claims are identical to the claims of Settlement Class Members, and Plaintiffs and the Settlement Class Members desire the same outcome in this Litigation. Plaintiffs have vigorously prosecuted this case thus far for the benefit of all Settlement Class Members. *See* Filing # 210026831 at Exs. 2 & 3 (Plaintiffs' Declarations in Support of Fee Motion). Plaintiffs have participated in the Litigation, reviewed pleadings, conferred with Counsel, and provided input in crafting and approving the Settlement. *Id.* Accordingly, the adequacy requirement is satisfied for purposes of approving the Settlement Agreement and conditionally certifying the Settlement Class.

2. The Predominance and Superiority Requirements Are Met.

In addition to meeting Rule 1.220(a), the proposed Settlement Class must also meet one of the three requirements of Rule 1.220(b). Here, Plaintiffs seek certification under Rule 1.220(b)(3), which requires that: (1) "questions of law or fact common to the claim or defense of the representative party and the claim or defense of each member of the class predominate over any

question of law or fact affecting only individual members of the class” and (2) “class representation is superior to other available methods for the fair and efficient adjudication of the controversy.”

a. Predominance.

“Florida courts have held that common questions of fact predominate when the defendant acts toward the class members in a similar or common way.” *Sosa*, 73 So. 3d at 111. “The predominance and commonality requirements parallel one another, but are not identical. The predominance requirement is more stringent because, to satisfy this requirement, common questions must not only exist but also predominate and pervade.” *Id.*

“The methodology employed by a trial court in determining whether class claims predominate over individual claims involves a proof-based inquiry.” *Id.* at 112. More specifically, a class representative establishes predominance if he or she demonstrates a reasonable methodology for generalized proof of class-wide impact.” *Id.* “A class representative accomplishes this if he or she, by proving his or her own individual case, necessarily proves the cases of the other class members.” *Id.*

“Whether class claims predominate also requires the consideration of how the resolution of the class claims will affect each class member's underlying cause of action.” *Id.* “If, in examining the claims, a trial court finds that common issues of fact and law impact more substantially the efforts of every class member to prove liability than the individual issues that may arise, then class claims predominate.” *Id.* “However, it is not the burden of the class representative to illustrate that all questions of fact or law are common.” *Id.*

Common issues readily predominate here because the central liability question in this case—whether Baer’s failed to safeguard Plaintiffs’ Personal Information, like that of every other Settlement Class Member—can be established through generalized and common evidence. Several

case-dispositive questions would be resolved in the same way using the same evidence for all members of the Settlement Class, such as whether Baer's had duties to exercise reasonable care in safeguarding, securing, and protecting their Personal Information and whether Baer's breached those duties. The many common questions that arise from Baer's conduct predominate over individualized issues. Because the claims are being certified for settlement purposes, there are no manageability issues.

b. Superiority.

Finally, a class action is superior to other methods available to fairly, adequately, and efficiently resolve the claims of the proposed Settlement Class. "Three factors for courts to consider when deciding whether a class action is the superior method of adjudicating a controversy are (1) whether a class action would provide the class members with the only economically viable remedy; (2) whether there is a likelihood that the individual claims are large enough to justify the expense of separate litigation; and (3) whether a class action cause of action is manageable." *Sosa*, 73 So. 3d at 116.

Here, resolution of numerous claims in one action is far superior to individual lawsuits, because it promotes consistency and efficiency of adjudication. Indeed, absent class treatment, each Settlement Class Member will be required to present the same or essentially the same legal and factual arguments, in separate and duplicative proceedings, the result of which would be a multiplicity of trials conducted at enormous expense to both the judiciary and the litigants. Moreover, there is no indication that Settlement Class Members have an interest or incentive to pursue their claims individually, given the amount of damages likely to be recovered, relative to the resources and expense required to prosecute such an action. Additionally, the Settlement will give the parties the benefit of finality.

B. The Settlement Is Fair, Reasonable, and Adequate.

The Court should approve a class action settlement if it is fair, reasonable, and adequate. *Grosso v. Fidelity Nat'l Title Ins. Co.*, 983 So. 2d 1165, 1173 (Fla. 3d DCA 2008); *Nelson v. Wakulla County*, 985 So. 2d 564, 570 (Fla. 1st DCA 2008). Factors relevant to the fairness, reasonableness, and adequacy of settlement include:

- (1) the likelihood of success at trial;
- (2) the range of possible recovery;
- (3) the point over or below the range of possible recovery at which a settlement is fair, adequate, and reasonable;
- (4) the complexity, expense, and duration of the litigation;
- (5) the substance and amount of opposition to the settlement; and
- (6) the stage of the proceedings at which the settlement was achieved.

Nelson, 985 So. 2d at 570.

1. The Likelihood of Success at Trial

The relief offered by the Settlement is adequate considering the risks of continued litigation. Although Plaintiffs are confident in the merits of their claims, the risks involved in prosecuting a class action through trial cannot be disregarded. Plaintiffs' claims would still need to succeed against any motions to dismiss, a motion for class certification, against any motions for summary judgment, and likely survive any appeal thereof.

Here, the central legal issues affecting the Settlement Class are as attacks on the substantive claims Plaintiffs have alleged. Nevertheless, and despite the strength of the Settlement, Plaintiffs are pragmatic in their awareness of the various defenses available to Baer's, as well as the risks inherent to continued litigation. Baer's has consistently denied the allegations and made clear that it would vigorously defend this case through trial as needed.

2. The Range of Possible Recovery

The second and third factors, generally analyzed together, are the range of possible recovery and the point on or below the range at which a settlement is fair, adequate, and reasonable. *See Behrens v. Wometco Enter., Inc.*, 118 F.R.D. 534, 541 (S.D. Fla. 1988). The range of possible recovery “spans from a finding of non-liability through varying levels of injunctive relief.” *Assoc. for Disabled Americans, Inc. v. Amoco Oil Co.*, 211 F.R.D. 457, 468 (S.D. Fla. 2002). “The Court’s role is not to engage in a claim-by-claim, dollar-by-dollar evaluation, but to evaluate the proposed settlement in its totality.” *Lipuma v. Am. Express Co.*, 406 F. Supp. 2d 1298, 1322-1323 (S.D. Fla. 2005). Moreover, “the existence of strong defenses to the claims presented makes the possibility of a low recovery quite reasonable.” *Id.*; *see, e.g., Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984); *Behrens*, 118 F.R.D. at 542 (“A settlement can be satisfying even if it amounts to a hundredth or even a thousandth of a single percent of the potential recovery.”). “It has been held that a court should first determine the possible range of recovery by resolving various damage issues, then determine wherein this range of possible recovery does a fair, adequate and reasonable settlement lie.” *Andrews v. Ocean Reef Club, Inc.*, 1993 WL 563622, at *7 (Fla. 16th Jud. Cir. Jan. 22, 1993). “The first step in calculating the possible range of recovery is determining the appropriate standard of damages.” *Id.*

“[F]or the purpose of determining the range of settlement, a court must utilize each side’s arguments.” *Id.* “For the lowest value, the court should accept the defendants’ arguments and for the highest value, the court should accept all of the plaintiffs’ arguments.” *Id.* “Once the range of recovery is determined, the court must next determine wherein this possible range of recovery a fair, adequate and reasonable settlement would lie, given the facts of the case.” *Id.*

Here, the range of possible recovery of damages is not set by statute or otherwise readily calculated. Moreover, the damages for each Settlement Class Member turn on the extent to which such Settlement Class Members have had what personal information exposed in what way and whether they have incurred ordinary expenses or extraordinary expenses. These may run in the hundreds or thousands of dollars depending on whether Settlement Class Members spent time addressing the incident, paid for their own credit monitoring, or incurred out-of-pocket expenses, like fraud.

As for equitable relief, the range of possible recovery would range from Baer's implementing no changes to its security infrastructure to implementing verifiable contractual data security procedures intended to increase the protection against future authorized access to Plaintiffs' and Settlement Class Members' Personal Information.

The Settlement allows each of the 4,175 Settlement Class Members to (1) recover up to \$5,000 for unreimbursed losses, (2) obtain up to 4 hours of lost time at \$25 per hour, (3) enroll in two years of credit monitoring services with one bureau with at least \$1,000,000 in identity theft insurance, or (4) receive an alternative cash payment of \$50 in lieu of claiming other losses. As for equitable relief, Baer's has agreed to implement verifiable contractual data security procedures intended to increase protection against future unauthorized access to Plaintiffs' and Settlement Class Members' Personal Information.

These benefits are within the range of possible recovery in this litigation and are thus fair, reasonable, and adequate given the complexity and potential expense and duration of this litigation.

3. The Complexity, Expense, and Duration of the Litigation

Without this settlement, complex and expensive litigation would remain, including the factual and legal issues that would arise and be disputed in: (1) an eventual motion to dismiss and

any additional hearings, (2) discovery on the merits, (3) summary judgment proceedings, (4) class certification, and (5) trial. See *Hughley v. Univ. of Cent. Fla. Bd. Of Trustees*, 2018 WL 2269494, at *3 (Fla. Ninth Jud. Cir. Apr. 23, 2018) (finding these considerations satisfied this factor).

4. The Substance and Amount of Opposition to the Settlement

As of the date of this filing, there have been no requests for exclusion from the settlement and no class members have objected to the settlement. Atticus Decl. ¶11. This weighs heavily in favor of settlement approval. See, e.g., *Hughley*, 2018 WL 2269494 at *3 (finding this factor satisfied where no objections lodged).

5. The Stage of the Proceedings at Which the Settlement was Achieved

Significant work was done on this case ahead of reaching the Settlement, including the filing of an amended complaint to add an additional Plaintiff and Class Representative. Should litigation have continued rather than the Parties reaching the Settlement, it could take several years for this case to proceed through Baer's motion to dismiss, certification of the class, discovery related to the merits, and summary judgment proceedings. Either party could appeal any judgment. Affording relief to the Settlement Class Members now weighs in favor of settlement approval. See, e.g., *Hughley*, 2018 WL 2269494 at *3 (finding these considerations satisfied this factor).

C. The Attorneys' Fees and Costs, and Service Awards Should be Approved

The \$100,000.00 requested in attorneys' fees represents a modest multiplier of Class Counsel's lodestar—1.65 at the time of filing of the Fee Motion (Filing # 210026831)—and since then, Class Counsel have devoted additional time to reviewing weekly updates from the Settlement Administrator and preparing this motion for Final Approval, rendering this request inherently appropriate under the test approved by the Florida Supreme Court and set forth in *Florida Patient's Compensation Fund v. Rowe*, 472 So. 2d 1145, 1150 (Fla. 1985) and *Standard Guarantee Insurance Co. v. Quanstrom*, 555 So. 2d 828, 833-34 (Fla. 1985). As discussed at length in

Plaintiffs' Fee Motion (Filing # 210026831), these fees are reasonable in light of the factors described by Rule 4-1.5 of the Rules of Professional Conduct, including: the time and labor required, the complexity and difficulty of the questions, the contingent nature of the case, the customary fee sought in class action litigation, and the experience of the attorneys involved. Finally, the \$1,594.74 in costs were reasonably incurred in litigating this case up to this point and the \$3,500 service awards for each of the Class Representatives is well deserved for their contributions to the Class. Accordingly, this factor also weighs in favor of final approval, where no Settlement Class Member has objected to the amounts sought. See Atticus Decl. ¶11.

IV. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court enter an order granting Plaintiffs' Unopposed Motion for Final Approval of the Settlement, including disbursement of the settlement funds and benefits, final certification of the settlement class, and an award of attorneys' fees, costs and expenses, and service awards.

Dated: November 21, 2024

By: /s/Joshua R. Jacobson
Joshua R. Jacobson (FBN 1002264)
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Attorneys for Plaintiff and the Settlement Class

CERTIFICATE OF SERVICE

I hereby certify that on November 21, 2024, I electronically filed a true and correct copy of the foregoing unopposed motion with the Clerk of the Court using the court's electronic filing system, which will send notification to all attorneys of record in this matter.

DATED this 21st day of November, 2024.

JACOBSON PHILLIPS PLLC

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EXHIBIT 1

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FORM ORANGE COUNTY FLORIDA**

GREGORY PULL AND PAUL GREENE, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

BAER'S FURNITURE CO., INC.,

Defendant.

NO. 2024-CA-003418-O

**DECLARATION OF BRYN BRIDLEY ON NOTICE
AND SETTLEMENT ADMINISTRATION**

I, BRYN BRIDLEY, declare as follows:

1. I am the Vice President of Business Development at Atticus Administration, LLC ("Atticus"), a firm providing class action and claims administration services. I have extensive experience with class action notice, claims processing, and settlement administration. I am fully familiar with the facts contained herein based upon my personal knowledge and involvement in this matter.

2. Atticus is the Court-appointed Settlement Administrator for the above-captioned action and is responsible for carrying out the terms of the *Settlement Agreement and Release* ("Settlement Agreement") as approved by the Court in the *Agreed Order Granting Plaintiff's Motion for Preliminary Approval* ("Preliminary Approval Order") dated August 2, 2024.

3. I submit this Declaration to inform the Parties, and the Court of the settlement administration activities completed to-date. This Declaration describes: (i) dissemination of Settlement Notice, (ii) Settlement website and toll-free information line, (iii) exclusion requests and objections received, (iv) Claim Forms received and (v) settlement administration costs.

I. CLASS NOTICE

4. On August 10, 2024, Atticus received a data file from Defense Counsel that contained the names and mailing addresses of 4,179 persons residing in the United States

whose Personal Information was impacted by a Security Incident that occurred in August of 2022 involving Defendant (“Settlement Class Members” or (“Settlement Class List”). Atticus reviewed the file and removed two duplicate records and one test record. The final Settlement Class List contained 4,176 Settlement Class Members.

5. Prior to sending Notice, Atticus processed the Settlement Class List through the National Change of Address database maintained by the United States Postal Service (“USPS”). This process returns current address information for any person included on the list that has filed a change of address card with the USPS anytime in the past four (4) years.

6. On September 16, 2024, Atticus sent Notice of the Settlement in the form of a simple postcard (the “Short Form Notice”) to 4,176 Settlement Class Members via U.S. first class mail. The postcard provided Class Members with basic Settlement information and directed recipients to the Settlement Website where complete information, and an online claim submission option could be found. A true and correct copy of the Short Form Notice is attached hereto as **Exhibit A**.

7. Of the 4,176 postcards mailed, 917 were returned to Atticus as undeliverable. Two (2) of the returned postcards included forwarding address information and were promptly remailed to the addresses provided by the USPS. One (1) undeliverable record was remailed after receiving updated contact information directly from the Class Member. Nine hundred fourteen (914) of the remaining undeliverable records were sent to a professional service for address tracing. Address updates were obtained for 669 undeliverable records and were not obtained for 245 records. The Short Form Notice was promptly remailed to the 669 addresses obtained through trace, 80 of which were again returned to Atticus. As such, 3,854 Short Form Notices or 92.28% of the postcards were successfully mailed.

II. SETTLEMENT WEBSITE AND TOLL-FREE INFORMATION LINE

8. Atticus purchased the URL and established the content located at www.BaerDataSettlement.com as the Settlement Website for this action. The URL address was printed in the mailed Short Form Notice and was referenced in the front-end introductory message on the toll-free settlement information line. The website was published on September

16, 2024 in conjunction with the Notice dissemination and has remained operational and accessible since the activation date.

9. The Settlement Website includes answers to frequently asked questions, access to viewable, printable, and downloadable copies documents filed with the Court in this matter, including the complete “Long Form Notice,” a summary of the key dates and deadlines, Atticus’ contact information, and an online Claim Form. The Settlement Website has received 3,105 visits since launched. A copy of the Long Form Notice as it appears on the Settlement Website is attached as **Exhibit B**.

10. Atticus also secured the toll-free telephone number at 1-888-477-9758 for this matter and activated it on the September 16, 2024 mail date. A total of 30 calls have been received on the toll-free line to date.

III. EXCLUSION REQUESTS AND OBJECTIONS

11. Class Members who did not want to receive benefits and/or wished to otherwise remove themselves from the Settlement had until November 15, 2024 to submit an exclusion or “opt-out” request. Class Members who did not like the Settlement or any portion of it had until November 15, 2024 to file an objection to inform the Court why they did not think the Settlement should be approved. Instructions on how to complete both of these actions were available in the Long Form Notice and in the Settlement Website’s frequently asked questions. Atticus did not receive any timely exclusion requests or objections to the Settlement.

VI. CLAIM FORMS

12. Class Members who wish to receive Settlement benefits, including credit monitoring and compensation for unreimbursed losses and/or lost time, or an alternative cash payment, are required to submit a Claim Form by December 16, 2024. As of this writing, Atticus has received 77 claim submissions, of which 71 are valid, two (2) are invalid duplicates, and four (4) were incomplete as received and the submitting Class Members have been notified by mail with the opportunity to correct or “cure” their deficient claims.

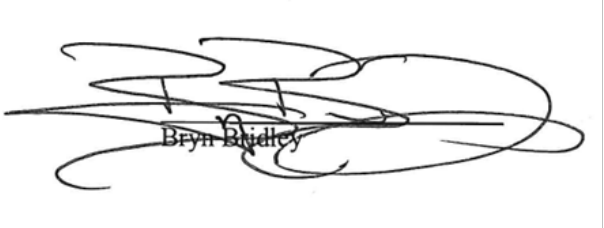
13. Of the 71 Class Members with valid Claim Forms thus far, 31 elected the alternative cash payment, 34 claimed between two (2) and four (4) hours of lost time, and 26

requested credit monitoring. Atticus will continue to process, validate and cure claim submissions until after the December 16, 2024 filing deadline has passed.

V. SETTLEMENT ADMINISTRATION COSTS

14. The administration costs for this Settlement are estimated to be \$20,000.

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct and executed on this the 20th day of November 2024 in St. Paul, Minnesota.



Bryn Bidley

EXHIBIT A

To all persons whose personal information was impacted by an August 2022 cybersecurity incident that affected Baer's Furniture, a proposed class action settlement may affect your rights.

For more information on the proposed settlement, including how to submit a claim, exclude yourself, or submit an objection, please visit www.BaerDataSettlement.com.

A state court has authorized this Notice.

This is not a solicitation from a lawyer.

BAER'S FURNITURE SETTLEMENT
C/O ATTICUS ADMINISTRATION
PO BOX 64053
SAINT PAUL, MN 55164

«ScanString»

Postal Service: Please do not mark barcode.

Notice ID: «CLAIMANT ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

Why am I receiving this Notice? You are receiving this Notice because the records of Baer's Furniture Co., Inc. ("Baer's") show that your personal information may have been impacted as a result of a cybersecurity incident that Baer's experienced in August 2022 ("Security Incident"). You are therefore likely a Settlement Class Member eligible to receive benefits under this Settlement.

What are the Settlement Benefits? Under the Settlement, Baer's will pay all valid and timely claims for Credit Monitoring, Unreimbursed Losses, Lost Time, and an Alternative Cash Payment summarized below:

- Credit Monitoring – 2 years of credit monitoring and identity theft protection.
- Unreimbursed Losses– Up to a total of \$5,000 per claimant.
- Lost Time Claim - \$25 per hour for up to 4 hours (for a total of \$100, subject to the \$5,000 cap for Unreimbursed Losses).
- Alternative Cash Payment - \$50 per claimant in the alternative to Credit Monitoring, Unreimbursed Losses and Lost Time.

Please visit www.BaerDataSettlement.com for a full description of the Settlement benefits and documentation requirements.

How do I Submit a Claim Form for Benefits? You must submit a Claim Form, available at www.BaerDataSettlement.com to be eligible to receive a Settlement benefit. Your completed Claim Form must be **submitted online, or mailed to the Settlement Administrator and postmarked, by December 16, 2024.**

What are my other options? If you **Do Nothing**, you will be legally bound by the terms of the Settlement, and you will release your claims against Baer's and other Released Parties as defined in the Settlement Agreement. You may **Opt-Out** or **Object** to the Settlement by **November 15, 2024**. Please visit www.BaerDataSettlement.com for more information on how to Opt-Out and exclude yourself from or Object to the Settlement.

Do I have a Lawyer in this Case? Yes, the Court appointed the law firm of Strauss Borrelli PLLC to represent you and other members of the Settlement Class. You will not be charged directly for these lawyers; instead, they will receive compensation from Baer's (subject to Court approval). If you want to be represented by your own lawyer, you may hire one at your own expense.

The Court's Final Approval Hearing. The Court is scheduled to hold a Final Approval Hearing on **December 5, 2024 at 1:00 p.m. E.T.**, to consider whether to approve the Settlement, service award for the Settlement Class Representatives (of \$3,500 each, \$7,000 total), and a request for attorneys' fees and expenses (up to \$105,000) for Settlement Class Counsel. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. **This Notice is only a summary. For more information, visit www.BaerDataSettlement.com or call toll-free 1-888-477-9758.**

EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Circuit Court of the 9th Judicial District for Orange County, Florida
Gregory Pull and Paul Greene v. Baer's Furniture Co., Inc.
Case No. 2024-CA-003418-O

**IF YOUR PERSONAL INFORMATION WAS IMPACTED BY
A CYBERSECURITY INCIDENT THAT BAER'S
FURNITURE EXPERIENCED IN AUGUST 2022, A
PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT
YOUR RIGHTS**

A state court authorized this Notice. You are not being sued.

This is not a solicitation from a lawyer.

- A Settlement has been reached with Baer's Furniture Co., Inc. ("Baer's" or "Defendant") in a class action lawsuit about a cybersecurity incident that occurred in or around August 2022.
- The lawsuit is captioned *Gregory Pull and Paul Greene v. Baer's Furniture Co., Inc.*, Case No. 2024-CA-003418-O (Fla. 9th Jud. Cir.). Baer's denies the allegations and all liability or wrongdoing with respect to any and all facts and claims alleged in the lawsuit but has agreed to a settlement to avoid the costs and risks associated with continuing this case.
- You are included in this Settlement if you are a Settlement Class Member. A Settlement Class Member is an individual who resides in the United States whose personal information was impacted by the ransomware cybersecurity incident that affected Baer's in or around August 2022.
- Your rights are affected whether you act or don't act. Please read this Notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	<p>The only way to receive cash and other benefits from this Settlement is by submitting a valid and timely Claim Form.</p> <p>You can submit your Claim Form online at www.BaerDataSettlement.com or download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator at BaerDataSettlement@atticusadmin.com to receive a paper copy of the Claim Form.</p>	December 16, 2024
OPT OUT OF THE SETTLEMENT	<p>You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can elect to retain your own legal counsel at your own expense.</p>	November 15, 2024
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	<p>If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for benefits.</p>	<p>Deadline: November 15, 2024</p> <p>Hearing Date: December 5, 2024</p>
DO NOTHING	<p>Unless you opt out of the settlement, you are part of the Settlement. If you do nothing, you will not get a payment from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.</p>	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

WHAT THIS NOTICE CONTAINS

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THE SETTLEMENT BENEFITS	4-4
HOW TO GET A PAYMENT—MAKING A CLAIM	5-5
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BASIC INFORMATION

1. Why was this Notice issued?

A state court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is captioned *Gregory Pull and Paul Greene v. Baer’s Furniture Co., Inc.*, Case No. 2024-CA-003418 (Fla. 9th Jud. Cir.). The persons that filed this lawsuit are called the “Plaintiffs” and the company they sued, Baer’s, is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that personal information was impacted by the cybersecurity incident that affected Baer’s in or around August 2022 (“Security Incident”).

3. What is a class action?

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

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or the Defendant. The Defendant denies all claims and contends that it has not violated any laws. Plaintiffs and the Defendant agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible to receive payments. The Plaintiffs and their attorneys think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. Who is included in the Settlement?

The Settlement Class consists of all individuals, or their respective successors or assigns, who reside in the United States and whose personal information was impacted by the Security Incident.

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are (i) Baer's, its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge.

If you are not sure whether you are included in the Settlement Class, you can ask for free help by emailing or writing to Settlement Administrator at:

Email: BaerDataSettlement@atticusadmin.com

Mail to: *Baer's Furniture Settlement*, c/o Atticus Administration, PO Box 64053, Saint Paul, MN 55164.

You may also view the Settlement Agreement and Release ("Settlement Agreement") at www.BaerDataSettlement.com.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

Under the Settlement, Baer's will pay all valid and timely claims for Credit Monitoring, Unreimbursed Losses, Lost Time, and an Alternative Cash Payment.

8. How much will my payment be?

Payments will vary - Settlement Class Members may submit a claim form for: (1) 2 years of credit monitoring; (2) Unreimbursed Loss Claims – up to a total of \$5,000 per claimant; (3) Lost Time - \$25 per hour for up to 4 hours (for a total of \$100, subject to the \$5,000 cap on Unreimbursed Loss Claims); (4) Alternative Cash Payment of \$50 in the alternative to making a claim for Credit Monitoring, Unreimbursed Losses, and Lost Time.

Credit Monitoring Services. All Settlement Class Members shall have the ability to make a claim for 2 years of credit monitoring services and identity theft protection by choosing this benefit on this Claim Form.

Unreimbursed Loss claims up to \$5,000 must be supported with documentation and includes any loss that is, (i) an actual, documented and unreimbursed monetary loss; (ii) that was more likely than not caused by the Security Incident; and (iii) was incurred after August 1, 2022 and before the end of the claim period. Unreimbursed losses may include losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of data breach, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Lost Time Claims must be supported by an attestation that the activities they performed were related to the Security Incident. Claims for Lost Time are subject to the \$5,000 cap for Unreimbursed Losses.

Alternative Cash Payment Claims. In the alternative to claims for Unreimbursed Losses, Lost Time, and Credit Monitoring Services, Settlement Class Members can make a claim for a \$50 Alternative Cash Payment.

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

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The “Releases” section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at www.BaerDataSettlement.com.

[HOW TO GET A PAYMENT - MAKING A CLAIM](#)

10. How do I submit a claim and get a cash payment?

You may file a claim if you are an individual who resides in the United States whose personal information was impacted by the cybersecurity incident that affected Baer's on or around August 2022.

Claim Forms may be submitted online at www.BaerDataSettlement.com or printed from the website and mailed to the Settlement Administrator at: *Baer's Furniture Settlement*, c/o Atticus Administration, PO Box 640543, Saint Paul, MN 55164.

You may also contact the Settlement Administrator to request a Claim Form by telephone 1-888-477-9758, by email BaerDataSettlement@atticusadmin.com, or by U.S. mail at the address above.

11. What is the deadline for submitting a claim?

If you submit a claim by U.S. mail, the completed and signed Claim Form must be postmarked by **December 16, 2024**. If submitting a Claim Form online, you must do so by **December 16, 2024**.

12. When will I get my payment?

The Court is scheduled to hold a final approval hearing on December 5, 2024 at 1:00 p.m. to decide whether to approve the Settlement, how much attorneys' fees and costs to award to Settlement Class Counsel for representing the Settlement Class, and whether to award a Service Award to the Settlement Class Representatives who brought this Action on behalf of the Settlement Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed as soon as possible, if and when the Court grants final approval to the Settlement and after any appeals are resolved.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes, the Court appointed the law firm of Strauss Borrelli PLLC to represent you and other members of the Settlement Class ("Settlement Class Counsel"). You will not be charged directly for these lawyers; instead, they will receive compensation from Baer's (subject to Court approval). If you want to be represented by your own lawyer, you may hire one at your own expense.

14. Should I get my own lawyer?

It is not necessary for you to hire your own lawyer because Settlement Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Settlement Class Counsel will file a motion for an award of attorneys' fees and litigation costs and expenses to be paid by Baer's. Baer's has agreed not to oppose Settlement Class Counsel's request for an award of attorneys' fees not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00) and reimbursement of litigation costs and expenses not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00). If Settlement Class Counsel seeks more than \$100,000.00 in attorneys' fees and \$5,000.00 in expenses, Baer' has reserved all rights to object and oppose such requests.

Settlement Class Counsel will also seek a service award payment for the Settlement Class Representatives in recognition for their contributions to this Action. Baer’s has agreed not to oppose Settlement Class Counsel’s request for a service award for each Settlement Class Representative not to exceed Three Thousand Five Dollars and Zero Cents (\$3,500.00) each, for a total of Seven Thousand Dollars and Zero Cents (\$7,000.00). To the extent more than a \$7,000.00 service award is sought for the Settlement Class Representatives, Baer’s has reserved all rights to object and oppose such a request.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right, if any, to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called “opting out” of the Settlement Class. The deadline for requesting exclusion from the Settlement is **November 15, 2024**.

To exclude yourself from the Settlement, you must submit a written request for exclusion that includes the following information:

- the case name: *Gregory Pull and Paul Greene v. Baer’s Furniture Co., Inc.*, Case No. 2024-CA-003418-O (Fla. 9th Jud. Cir.);
- your full name;
- current address;
- personal signature; and
- the words “Request for Exclusion” or a comparable statement that you do not wish to participate in the Settlement at the top of the communication.

Your request for exclusion must be mailed to the Settlement Administrator at the address below, postmarked no later than **November 15, 2024**.

Baer’s Furniture Settlement Administrator
ATTN: Exclusion Request
PO Box 64053
Saint Paul, MN 55164

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive a payment or any other benefits under the Settlement if you exclude yourself. You may only exclude yourself – not any other person.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve the Settlement.

For an objection to be considered by the Court, the objection must include: (i) the name of the proceeding; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vii) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

Any Settlement Class Member who does not file a timely and adequate objection in accordance with above paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action.

Objections must be filed with the Court no later than **November 15, 2024**.

Clerk of the Court
425 N. Orange Avenue
Orlando, Florida 32801

18. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

19. When is the Court's Final Approval Hearing?

The Court is scheduled to hold a final approval hearing on **December 5, 2024 at 1:00 p.m. E.T.**, via WebEx, <https://ninthcircuit.webex.com/meet/division35>, or by phone at +1-904-900-2303 United States Toll (Jacksonville), +1-408-418-9388 United States Toll Access Code: 2344 322 8983# to decide whether to approve the Settlement, how much attorneys' fees and costs to award to Settlement Class Counsel for representing the Settlement Class, and whether to award a service award payment to each Class Representative who brought this Action on behalf of the Settlement Class. If you are a Settlement Class Member, you or your attorney may ask permission to speak at the hearing at your own cost. The date and time of this hearing may change without further notice. Please check www.BaerDataSettlement.com for updates.

20. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you file an objection, you do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time and in accordance with the requirements above, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary for the Court to consider an objection that was filed on time and meets the requirements above.

IF I DO NOTHING

21. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up the rights explained in **Question 9**, including your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties, as defined in the Settlement Agreement, about the legal issues resolved by this Settlement. In addition, you will not receive a payment from this Settlement.

GETTING MORE INFORMATION

22. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, www.BaerDataSettlement.com.

If you have additional questions, you may contact the Settlement Administrator by email, phone, or mail:

Email: BaerDataSettlement@atticusadmin.com

Toll-Free: 1-888-477-9758

Mail: *Baer's Furniture Settlement*, c/o Atticus Administration, PO Box 640543, Saint Paul, MN 55164.

Publicly filed documents can also be obtained by visiting the office of the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida or by reviewing the Court's online docket.

PLEASE DO NOT CONTACT THE COURT OR BAER'S FURNITURE