

**STATE OF MINNESOTA
COUNTY OF HENNEPIN**

**DISTRICT COURT
FOURTH JUDICIAL DISTRICT
CASE TYPE: CIVIL OTHER**

ERIN HART, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

DECOPAC, INC.,

Defendant.

Court File No. 27-CV-25-11487

**ORDER GRANTING PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

This matter came before the Court on September 12, 2025 on Plaintiff's Motion for Preliminary Approval of Class Action Settlement and Notice Plan ("Motion") and was heard at the Hennepin County Justice Center, 300 S. Sixth St., Minneapolis, Minnesota via Zoom.

Philip J. Krzeski, Esq. appeared on behalf of Plaintiff and the Class.

Ryan Ellis, Esq. and Daniel Braude, Esq. appeared on behalf of Defendant.

The Court heard argument from Mr. Krzeski on Plaintiff's Motion; Mr. Krzeski answered numerous questions the Court had pertaining to Plaintiff's Motion. Mr. Braude also provided input to the Court on various of the Court's questions. Mr. Krzeski represented to the Court, and Mr. Braude confirmed, that Plaintiff's Motion is unopposed.

The Court has reviewed the Motion and the Class Action Settlement Agreement and Release ("Agreement") entered into by Plaintiff and Defendant DecoPac, Inc. ("Defendant"), and it finds that the Motion should be **GRANTED**.¹ It is hereby ordered that:

¹ Unless otherwise stated, all capitalized terms used in this Order shall have the same meanings as set forth in the Settlement Agreement.

1. The Court does hereby preliminarily and conditionally approve, for settlement purposes, the following Settlement Class:

All living individuals in the United States whose PII was potentially compromised in the Data Incident.

The Settlement Class specifically excludes: (a) all persons who are directors, officers, and agents of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff. It also explicitly excludes any individual who submitted a request for exclusion within the opt-out deadline.

2. Based upon information provided: the Settlement Class is ascertainable and satisfies numerosity; there are common questions of law and fact, including whether Defendant's Data Incident potentially compromised Plaintiff's and Settlement Class members' PII, satisfying commonality; the proposed Class Representative's claims are typical, in that she is a member of the Settlement Class and alleges that she received notice from Defendant that her PII was potentially compromised in Defendant's Data Incident, thereby alleging she has been damaged by the same conduct as other member of the Settlement Class; the proposed Class Representative and Class Counsel will fully, fairly, and adequately protect the interests of the Class; questions of law and fact common to members of the Settlement Class predominate over questions affecting only individual members for settlement purposes; and a nationwide class for settlement purposes is superior to other available methods for the fair and efficient adjudication of this controversy.

3. The Court appoints Erin Hart as the Class Representative of the Settlement Class.

4. The Court appoints as Class Counsel Philip J. Krzeski of Chestnut Cambronne PA and Jeff Ostrow of Kopelowitz Ostrow, P.A.

5. The Court appoints the Angeion Group as Settlement Administrator.

6. The Court does hereby preliminarily approve the Settlement, including the notices and releases contained therein as being fair, reasonable, and adequate as to members of the Settlement Class, subject to further consideration at the Final Approval Hearing described below.

7. A Final Approval Hearing shall be held before the Court on **Monday, March 16, 2026 at 9 a.m.** The hearing will be held in-person at the Hennepin County Government Center, 300 S. Sixth St., Minneapolis, Minnesota 55487; however, attorneys and others located more than 150 miles away from Minneapolis may participate through remote technology (Zoom). Contact information for the Zoom session is:

Judge Nelson Peralta

Website or App:	Telephone Call-in:
www.zoomgov.com	1-833-568-8864 (Toll Free)
Meeting ID: 160 875 4135	
Passcode: 119 839	

The Final Approval Hearing will be held for the following purposes:

- a. To determine whether the proposed Settlement on the terms and conditions provided for by the Agreement is fair, reasonable, and adequate to the Settlement Class and should be approved by the Court;
- b. To determine whether a Final Approval Order, as defined in the Agreement, should be entered;
- c. To determine whether the claims process under the Settlement is fair and reasonable, and should be approved by the Court;
- d. To determine whether Plaintiff's Application for Attorneys' Fees, Costs, and Service Award should be approved; and
- e. To rule upon such other matters as the Court may deem appropriate.

8. The Court approves, as to the form and content, the Postcard Settlement Notice, Long Form Notice, and Claim Form, and finds that the mailing, distribution, and publishing of the various notices in the form and manner set forth in the Settlement Agreement meets the requirements of Minn. R. Civ. P. 23 and due process, and is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled to notice.²

9. The Settlement Administrator shall process claims according to the Settlement Timeline that is attached to this Order.

10. The Claim Form submitted by each Settlement Class Member must be properly completed, signed, and submitted in a timely manner in accordance with the provisions of the Settlement Agreement.

11. As part of the Claim Form, each Settlement Class Member shall submit to the jurisdiction of the Court with respect to the claim submitted and shall (subject to effectuation of the Settlement) release all Released Claims as provided in the Agreement.

12. All Settlement Class Members shall be bound by all determinations and judgments in the class action concerning the Settlement, including, but not limited to, the releases provided for in the Agreement, whether favorable or unfavorable, except those who timely and validly requested exclusion from the Settlement Class and have not opted back in. The persons and entities who timely and validly requested exclusion from the Settlement Class will be excluded from the Settlement Class and shall not have rights under the Agreement, shall not be entitled to submit any Claim Forms, and shall not be bound by the Agreement or the Final Approval Order as to Defendant in the Class Action.

² Mr. Krzeski confirmed for the Court that to the extent Plaintiff's Memorandum of Law at page 21 states that email notice is to be provided, that is an inadvertent error.

13. Pending final determination of whether the Agreement should be approved, Class Counsel, Plaintiff, and Settlement Class Members are barred and enjoined from commencing or prosecuting any action asserting any Released Claims against Defendant.

14. Any member of the Settlement Class may enter an appearance, individually or, at their own expense, through counsel of their choice, in which a notice of such appearance must be filed with the Clerk of Court and delivered to Class Counsel and counsel for Defendant no later than 60 days after the Notice Date. If they do not enter an appearance, they will be represented by Class Counsel.

15. All papers in support of the Settlement, and Class Counsel's Application for Attorneys' Fees, Costs, and Service Award shall be filed at least fourteen (14) days before the Objection and Opt-Out Date.

16. Any member of the Settlement Class may appear and show cause, if such member of the Settlement Class has any reason why the proposed Settlement should not be approved as fair, reasonable, and adequate, or why Class Counsel's Application for Attorneys' Fees, Costs, and Service Award should not be granted; provided, however, that no person shall be heard or entitled to contest such matters unless that person has delivered by hand or sent by first class mail sufficient written objections and copies of all papers and briefs any such person wishes to submit in support of any such objection delivered or post-marked no later than sixty (60) days following the Notice Date to (a) the Clerk of Court, (b) the Settlement Administrator, (c) Class Counsel; and (d) DecoPac's Counsel at the following addresses:

Court	Settlement Administrator
Hennepin County Government Center 300 South Sixth Street Minneapolis, MN 55487	DecoPac Data Incident Attn: Objections P.O. Box 58220 Philadelphia, PA 19102

Class Counsel	Defendant's Counsel
<p>Jeff Ostrow KOPELOWITZ OSTROW P.A. 1 West Las Olas Blvd., Ste. 500 Fort Lauderdale, FL 33301</p> <p>Philip Krzeski CHESTNUT CAMBRONNE P.A. 100 Washinton Ave. S., Suite 1700 Minneapolis, MN 55401</p>	<p>Daniel M. Braude MULLEN COUGHLIN LLC 411 Theodore Fremd Ave., Ste. 206S Rye, NY 10580</p>

17. Any written objection shall include the case name and docket number, *Hart v. DecoPac, Inc.*, No. 27-CV-25-11487, in addition to the following:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award;
- e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the

date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

- f. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- i. the objector's signature (an attorney's signature is not sufficient).

18. Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

19. Any person who does not make an objection in the manner provided in this Order shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement as set forth in the Agreement, unless otherwise ordered by the Court. Any papers in response to any such objections or in further support of the above-named motions shall be filed no later than seven (7) days before the Final Approval Hearing.

20. This Order, the Agreement, and the Settlement, and any of their terms, and all negotiations, discussions, and proceedings in connection with this Order, the Agreement, and the

Settlement, shall not constitute evidence, or an admission by Defendant that any acts of wrongdoing have been committed and shall not be deemed to create any inference that there is any liability on the part of Defendant. This Order, the Agreement, and the Settlement, and any of their terms, and all negotiations, discussions and proceedings in connection with this Order, the Agreement, and the Settlement shall not be offered or received in evidence or used for any purpose in this or any other proceeding in any court, administrative agency, arbitration tribunal, or other forum of any kind of character in the United States or any other country except as necessary to enforce the terms of this Order or the Settlement.

21. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the Settlement Class and retains jurisdiction to consider all further applications or matters arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Plaintiff and Defendant, if appropriate, without further notice to the Class.

IT IS SO ORDERED:

Date: September 15, 2025

The Honorable Nelson Peralta
Hennepin County District Court Judge

SETTLEMENT TIMELINE

<u>From Order Granting Preliminary Approval</u>	
Defendant provides list of Class Members to the Settlement Administrator	+7 days
Defendant makes initial payment into Settlement Fund	+14 days
Settlement Website Active	+30 days
Notice Date	+30 days
Counsel's Motion for Final Approval of the Settlement, and Application for Attorneys' Fees, Costs, and Service Award	+75 days
Objection & Opt-Out Date	+90 days
Settlement Administrator Provide List of Objections/Opt-Outs to the Parties' counsel	+100 days
Claims Deadline	+120 days
<u>Final Approval Hearing</u>	+150 (at minimum) from Order Granting Preliminary Approval