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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

IN RE MGM INTERNATIONAL RESORTS
DATA BREACH LITIGATION

This Document Relates To: All actions.

Case No.: 2:20-cv-00376-GMN

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

TANYA OWENS, et al.

Plaintiffs,

v.

MGM RESORTS INTERNATIONAL

Defendant.

Master File No. 2:23-cv-01480-GMN
(Consolidated for pretrial proceedings with
Case Nos. 2:23-cv-1481, 2:23-cv1537,
2:23-cv-1549, 2:23-cv-1550, 2:23-cv1577,
2:23-cv-1698, 2:23- cv-1719, 2:23-cv1777,
2:23-cv-1826, 2:23-cv- 1981, 2:23-cv2042,
2:23-cv-2064, 2:24-cv-81, 2:24-cv-00995,
2:24-cv-00999)

**ORDER GRANTING PLAINTIFFS’ MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT AND APPLICATION FOR
ATTORNEYS’ FEES, COSTS, AND SERVICE AWARDS AND FINAL JUDGMENT**

On January 17, 2025, after extensive arms-length negotiations, and private mediation conducted before Bruce Friedman, Esq., with JAMS in Las Vegas, Plaintiffs and Defendant entered into the Settlement Agreement, which is subject to review under Fed. R. Civ. P. 23, for monetary damages as set forth in the Agreement.

On January 17, 2025, the Plaintiffs filed the Agreement with the Unopposed Motion for Preliminary Approval of Class Action Settlement and Memorandum of Law. (Case No. 2:20-cv-00376-GMN, ECF No. 243; Case No. 2:23-cv-01480-GMN, ECF No. 62.)

On January 22, 2025, upon consideration of the Agreement, Motion for Preliminary Approval, and the record, the Court entered the Preliminary Approval Order. (Case No. 2:20-cv-00376-GMN, ECF No. 244; Case No. 2:23-cv-01480-GMN, ECF No. 63.) Pursuant to the Preliminary Approval Order, the Court, among other things, (i) provisionally certified the Settlement Class for settlement purposes; (ii) appointed the Plaintiffs as Class Representatives; (iii) appointed John Yanchunis, Doug

1 McNamara, E. Michelle Drake, David Berger, J. Gerard Stranch IV, Lynn Toops, James Pizzirusso,
2 Gary Klinger, and Jeff Ostrow as Class Counsel for the Settlement Class; (iv) approved the form of
3 the Notices and the Notice Program; (v) approved the Claim Form and the Claim process; (vi)
4 appointed Epiq Class Action & Claims Solutions, Inc. as the Settlement Administrator; (vii)
5 established procedures and deadlines for members of the Settlement Class to opt-out of or object to
6 the Settlement; and (viii) scheduled the Final Approval Hearing at which time the Court would
7 consider whether to grant Final Approval of the Settlement and the Application for Attorneys' Fees,
8 Costs and Service Awards. *Id.*

9 On April, 1, 2025, the Parties filed their Joint Motion to Approve Amendment to Settlement
10 Agreement and Modify Notice Program (Case No. 2:20-cv-00376-GMN, ECF No. 250; Case No.
11 2:23-cv-01480-GMN, ECF No. 72), which the Court granted (Case No. 2:20-cv-00376-GMN, ECF
12 No. 251; Case No. 2:23-cv-01480-GMN, ECF No. 73).

13 On May 2, 2025, Plaintiffs filed the Motion for Final Approval of Class Action Settlement
14 and Application for Attorneys' Fees, Costs, and Service Awards. (Case No. 2:20-cv-00376-GMN,
15 ECF No. 257; Case No. 2:23-cv-01480-GMN, ECF No. 77.) Pursuant to the Motion for Final
16 Approval, the Parties request Final Approval of the proposed class action Settlement, and awards of
17 attorneys' fees and costs to Class Counsel and Service Awards to the Class Representatives. *Id.*

18 On June 18, 2025, a Final Approval Hearing was held on the Motion for Final Approval and
19 Application for Attorneys' Fees, Costs, and Service Awards. Class Counsel appeared for the Plaintiffs
20 and Settlement Class, and Defendant's Counsel appeared for Defendant.

21 Having received and considered the Settlement, the supporting papers filed by the Parties, and
22 the evidence and argument received by the Court before entering the Preliminary Approval Order and
23 at the Final Approval Hearing, the Court grants Final Approval of the Settlement and the Application
24 for Attorneys' Fees, Costs, and Service Awards, enters this order, and **IT IS HEREBY ORDERED:**

25 1. **INCORPORATION OF DEFINED TERMS:** This order incorporates the definitions
26 of all capitalized terms defined in Section II of the Settlement Agreement, and all capitalized terms
27 used in this order have the same meanings as set forth in that Agreement.

28 2. **JURISDICTION:** The Court has subject matter jurisdiction over the Action and

1 personal jurisdiction over the Parties and Settlement Class Members.

2 3. **NOTICE PROGRAM AND CLAIMS PROCESS**: Pursuant to the Court’s
3 Preliminary Approval Order, the Settlement Administrator has complied with the approved Notice
4 Program as confirmed in its declaration filed with the Court. The form and method for notifying the
5 Settlement Class of the Settlement and its terms and conditions was in conformity with this Court’s
6 Preliminary Approval Order and satisfied the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due
7 process, and constituted the best notice practicable under the circumstances. The Court finds that the
8 Notice Program was clearly designed to advise the Settlement Class members of their rights. Further,
9 the Court finds that the Claim Process set forth in the Agreement was followed and that the process
10 was the best practicable procedure under the circumstances.

11 4. **FINAL CLASS CERTIFICATION**: The Court again finds the Actions satisfy the
12 applicable prerequisites for class action treatment under Fed. R. Civ. P. 23, namely:

13 a. The Settlement Class members are so numerous that joinder of all of them in the Lawsuit
14 would be impracticable;

15 b. There are questions of law and fact common to the Settlement Class members, which
16 predominate over any individual questions;

17 c. The claims of Plaintiffs are typical of the claims of the Settlement Class members;

18 d. Plaintiffs and Class Counsel have fairly and adequately represented and protected the
19 interests of all the Settlement Class members; and

20 e. Class treatment of these claims will be efficient and manageable, thereby achieving an
21 appreciable measure of judicial economy, and a class action is superior to other available methods for
22 a fair and efficient adjudication.

23 5. **CERTIFICATION OF SETTLEMENT CLASS**: The Court finally certifies the
24 following Settlement Class:

25 All persons in the United States whose Private Information was accessed during the
26 Data Incidents.

27 Excluded from the Settlement Class are the judges presiding over the Actions and members of their
28 direct families.

1 6. **APPOINTMENTS**: Consistent with the Preliminary Approval Order, the Court hereby
2 appoints the following as Class Representatives, Class Counsel, and Settlement Administrator:

- 3 a. The appointment of Plaintiffs as Class Representatives is affirmed;
- 4 b. The appointment of Plaintiffs’ counsel, John Yanchunis, Doug McNamara, E. Michelle
5 Drake, David Berger, J. Gerard Stranch IV, Lynn Toops, James Pizzirusso, Gary Klinger, and Jeff
6 Ostrow, as Class Counsel is affirmed; and
- 7 c. The appointment of Epiq Class Action & Claims Solutions, Inc. as Settlement
8 Administrator is affirmed.

9 7. **SETTLEMENT TERMS REASONABLE**: The Court finds that the Settlement of the
10 Actions, on the terms and conditions set forth in the Agreement, is in all respects fundamentally fair,
11 reasonable, adequate, and in the best interests of the Settlement Class, applying the Fed. R. Civ. P.
12 23(e)(2) factors and Ninth Circuit’s traditional *Churchill* factors.

13 8. **FINAL APPROVAL**: The Agreement, which has been filed with the Court and shall
14 be deemed incorporated herein, and the proposed Settlement is finally approved and shall be
15 consummated in accordance with the terms and provisions thereof, except as amended by any order
16 issued by this Court.

17 9. **OPT-OUTS**: A list of the individuals who have opted-out of the Settlement is attached
18 as *Exhibit A*. Those individuals will not be bound by the Agreement or the Releases contained therein.

19 10. **OBJECTIONS**: Settlement Class Members were given an opportunity to object to the
20 Settlement. There is only one objection to the Settlement. (*Owens* ECF No. 89-1). The objection is
21 from Settlement Class Member Gregory Price. Objector Price did not appear at the Final Approval
22 Hearing. The Court has considered the objection. The Court’s Preliminary Approval Order required
23 that all objections be submitted 30 days before the Final Approval Hearing (i.e., May 19, 2025), and
24 provided that an objection shall be deemed to have been submitted when posted if received with a
25 postmark date indicated on the envelope if mailed first-class postage. See (ECF No. 244 at 10-11.
26 The envelope containing Objector Price’s objection was postmarked with a date of May 20, 2025
27 (although the actual objection included a date of May 1, 2025). The objection is untimely. On that
28 ground alone, the Court overrules the objection. Regardless, this Court finds the objection is not

1 meritorious and therefore overrules it on the ground as well. The objection's basis for opposing Final
2 Approval is that: (a) there is inadequate consideration; (b) the release of claims is overbroad; (c) there
3 is a lack of transparency in that the Settlement fails to disclose the tier allocation methodology and
4 claims rate projections; and (d) the requested attorneys' fees are unreasonable. (*Owens* ECF No. 89-
5 1 at 1-3). While the Court recognizes that the Settlement may not be satisfactory for all Settlement
6 Class Members, the Court has determined that the Settlement Class Member Benefits offered here
7 (Documented Loss Cash Payments, Tier Cash Payments, and Financial Account Monitoring) are fair,
8 reasonable, and adequate under the *Churchill* factors. Further, as per paragraph 12 below, the Court
9 finds the requested attorneys' fees are reasonable. The legal authority cited in the objection does not
10 persuade the Court that the Settlement or the request for attorneys' fees should not be approved.

11 11. **SETTLEMENT BINDING:** This order is binding on all Settlement Class Members,
12 except those individuals who validly and timely opted-out from the Settlement Class.

13 12. **SERVICE AWARDS; ATTORNEYS' FEES AND COSTS:**

14 a. The Class Representatives are awarded reasonable Service Awards, applying the factors
15 in *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 946 (9th Cir. 2015). Plaintiffs Ryan
16 Bohlim, Duke Hwynn, Larry Lawter, Kerri Shapiro, Gennady Simkin, Robert Taylor, and Victor
17 Wukovits in the 2019 Action shall receive \$10,000 each. Plaintiffs Tonya Owens, Emily Kirwan,
18 David Zussman, David Lackey, Michael Pircio, David Terezo, Ronald G. Rundell, Laura Willis
19 Abrigo, Anita Johnson, Paul Zaro, Michael Manson, Kyle Sloan, Michelle Righetti, Edgar Mejia, and
20 DuJun Johnson in the 2023 Action shall receive \$3,500 each. The Service Awards shall be paid out
21 of the Settlement Fund in accordance with the Agreement.

22 b. Class Counsel are awarded \$13,500,000 for attorneys' fees and \$801,631.96 for costs.
23 These payments shall be made out of the Settlement Fund in accordance with the Agreement. The
24 Court evaluated settlement Class Counsel's request using a common fund analysis, applying the
25 factors set forth in *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048 (9th Cir. 2002), and concludes
26 that amount is fair and within the range of reason.

27 13. **VALID CLAIMS:** Based on the information presented to the Court, the Claim process
28 has proceeded as ordered and consistent with the Agreement and Preliminary Approval Order. The

1 distribution plan for Settlement Class Member Benefits proposed by the Parties in the Agreement is
2 fair, reasonable, and adequate. All Settlement Class Members who submitted Valid Claims shall
3 receive their Settlement Class Member Benefits pursuant to the Settlement's terms. All Settlement
4 Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall
5 still be bound by the terms of the Settlement and Releases therein.

6 14. **PAYMENT OF SETTLEMENT ADMINISTRATION COSTS**: The Parties are
7 authorized to approve the payment of the Settlement Administration Costs to the Settlement
8 Administrator from the Settlement Fund, in an amount not to exceed \$6,997,408.

9 15. **RELEASE OF CLAIMS AND DISMISSAL OF LAWSUIT**: As of the Effective
10 Date, Plaintiffs and all Settlement Class Members and Releasing Parties, and persons purporting to
11 act on their behalf, are permanently barred and enjoined from commencing or prosecuting, either
12 individually or as a class, or in any other capacity, any of the Released Claims against any of the
13 Released Parties, as set forth in the Agreement, against any of the Released Parties in any action or
14 proceeding in any court, arbitration forum, or tribunal. The Released Claims are compromised,
15 discharged, and dismissed with prejudice by virtue of these proceedings and this order.

16 16. **RESIDUAL FUNDS**: In the event there are funds remaining in the Settlement Fund,
17 including from uncashed checks, within 45 days following the 180-day check negotiation period, the
18 Court approves the distribution of all remaining funds to UNLV Cyber Clinic
19 (<https://freecyberclinic.org/about>).

20 17. **JURISDICTION RETAINED**: The Court hereby retains and reserves jurisdiction
21 over: (1) implementation of this Settlement and any distributions of Settlement Class Member
22 Benefits to the Settlement Class Members; (2) the Action, until the Effective Date, and until each and
23 every act agreed to be performed by the Parties shall have been performed pursuant to the terms of
24 the Agreement, including the exhibits appended thereto; and (3) all Parties, for the purpose of
25 enforcing and administering the Settlement.

26 18. In the event the Effective Date of the Settlement does not occur, the Settlement shall be
27 rendered null and void to the extent provided by and in accordance with the Agreement, and this order
28 and any other order entered by this Court in accordance with the terms of the Agreement shall be

1 vacated, *nunc pro tunc*. In such event, all orders entered and releases delivered in connection with the
2 Settlement shall be null and void and have no further force and effect, shall not be used or referred to
3 for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The
4 Action shall return to its status immediately prior to execution of the Agreement.

5 19. **ENTRY OF JUDGMENT**: There being no just reason for delay, the Clerk of Court is
6 hereby directed to enter final judgment forthwith pursuant to Fed. R. Civ. P. 58.

7 **DATED** this 18 day of June, 2025.

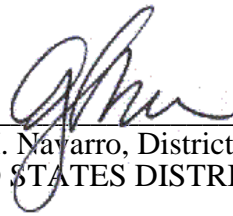
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11 Gloria M. Navarro, District Judge
12 UNITED STATES DISTRICT COURT
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EXHIBIT A**Opt-Out List**

1	Arnold	Abraham
2	Robert	Agazaryan
3	Marlin	Agoub
4	Rey	Amaro Jr
5	Kellie	Anderson
6	Lydia	Anderson
7	Paul	Angel
8	Valentin	Angles
9	Patricia	Anglin
10	Juanita	Arguellez
11	Maria	Avalos
12	Zachary	Barbour
13	Stephanie	Barker
14	Jeremy	Barnes
15	David	Barnes
16	Ruby	Barrios
17	Raymond	Baur
18	Israel	Beltran-Felix
19	Erica	Benavides
20	Tricia	Berens
21	Max	Blumen
22	Jason	Bonnema
23	Michael	Boyd
24	Stefania	Buraglia
25	Aaron	Burnley
26	Joshua	Burns
27	Christina	Camerlingo
28	Jasmine	Carson
	Roberto	Cerda
	Mireya	Chavez
	Lesa	Chhin
	Natalia	Clavijo
	Connor	Clegg
	Kevin	Clines
	Archie	Colburn
	Jessica	Coleman
	Daniel	Confair
	Evelyn	Confair
	Alfredia	Conner
	Michael	Conway
	Andrew	Corrington

1	Leticia	Davila
	Darin	Davis
2	Vincent	Delcastillo
3	Jacqueline	Delcastillo
	Barbara	Dement
4	Julia	Denton
	Kevin	Dierker
5	John	Doyle
6	Gary	Drago
	Blasé	Drexler
7	Lisa	DuBose
8	Robert	Dunn
	Jorge	Duran
9	Kimberly	Erickson
10		Estate of Wesley Kish
	Jonah	Ezell
11	Adrian	Farias
	Julio	Ferrer
12	Jerry	Flagg
13	Robert	Flowers
	Trent	Folse
14	Lawrence	Freiman
15	Felicia	Freitas
	Earl	Gandy
16	Anita	Garcia
17	Lissa	Gates
	Anne	Gault
18	Martha	Gil
19	Chip	Gilbert
	Chris	Goble
20	Ricardo	Gonzalez
21	Robert	Gonzalez Sr.
	Laurie	Greenfield
22	Rudolf	Grodzen
	David	Guaderrama
23	Alberto	Guillermo
24	Angela	Hall
	Susan	Harrison
25	Richard	Hartley
	Mary	Hartley
26	Marilyn	Hawranik
27	Monica	Hernandez
	Randall	Hicks
28	Shauna	Hilgers
	Tim	Hill

1	Taylor	Hill
	Kenneth	Hill
2	Michael	Holtgrewe
	Candy	Huang
3	Michael	Huang
	Kyle	Hunter
4	Vardan	Indzhikushyan
	Felix	Jimenez
5	Katherine	Johns
	Darryl	Johns
6	Jennifer	Johnson
	Kevin	Jones
7	Craig	Kadden
	David	Kamster
8	Barbara	Kanehiro
9	Pauline	Kanehiro (deceased)
10	David	Kauffman
	Barbara	Kennard
11	Jason	Knight
	Vasily	Korovkin
12	Tawn	Kreider
	Paul	Kreider (deceased)
13	Mark	Kukreja
	Steven	Kulakowski
14	Travis	Lamb
	Carol	Larinto
15	Saul	Lassoff
	Shirley	Lassoff
16	Samuel	Lassoff
	Steven	Lee
17	Diana	LeMay
	Mark	L'Esperance
18	Jonathan	Levy
	Joey	Liender
19	Robert	Lilburne
	Michael	Lin
20	Chris	Linder
	Winston	Liu
21	Kenneth	Ludwig
	Peter	Lum
22	Jose	Madrid
	Yovinka	Mallo
23	Roland	Manalo
	Jennifer	Maquinacez
24	Shelby	Marsh

1	Louis	Marshall
	Daniel	Martz
2	Michael	Mathison
	Mitchell	Mayhew
3	Ashley	Maylevi
	John	McClary II
4	Patsy	Melatti
	Sheree	Mendoza
5	Juan	Mendoza
	Irakli	Mgalobely
6	Anwar	Monroy
	Kimberly	Moon
7	Kerushen	Morgan
	Noah	Morningstar
8	Brian	Morrison
	Sharon	Moser
9	Tony	Moser
	Alec	Mouradjanyan
10	Jamie	Nagy
	Wayne	Nakahara
11	Karen	Nelson
	Hong	Nguyen
12	Riksha	Nguyen (Formerly George)
	Matthew	North
13	Amir	Nurani
	Marcelo	Pacheco
14	Patrick	Paige
	Moon Ho	Park
15	Titapa	Payne
	Richard	Pedroza
16	Steven	Penn
	Christina	Perez
17	Thurman	Pinder
	Patrice	Pinder
18	Gwendolyn	Pinder
	Eddie	Pool
19	Kathleen	Powell
	Vanessa	Price
20	Warren	Prince
	Shelby	Purcell
21	Jane	Qi
	Jayna	Querin
22	Travis	Radtke
	Jerry	Ramos
23	Shoaib	Razzaq

1	Loa	Reynolds
	Monte	Reynolds
2	Joseph	Ricci
	Lainie	Rideout
3	Cara	Ridge
	Anna	Rincon
4	Jason	Rist
	Jose	Robles
5	David	Rosenstiel
	Benjamin	Roth
7	Octavio	Ruiz
	Edward	Ruiz
8	M	Ruiz
	M. Alice	Ruiz
9	Al	Russ
10	Patrick	Russo
	Charles	Rutledge
11	Connie	Rutledge
	Ashu	Sackett
13	Mike	Safaie
	Irvin	Salgado
14	Joseph	Samo
	Stacey	Sanchez
15	David	Santiago
	Audrey	Schlorholtz
17	Heath	Schweitzer
	Ryan	Sensenig
18	Robert	Severino
	Rose	Severino
19	Leah	Smith
	Jennifer	Smith
21	Robert	Snyder
	Kunthea	Sok
22	Christina	Solis
	Grace	Solomon
23	Taivon	Sterling
	Daniel	Stevens
24	Chad	Sthele
	Nathan	Stoll
25	Karen	Suarez
	Erick	Suarez
27	Annette	Szawan
	Richard	Szucs
28	Beverly	Szucs
	Michael	Tang

1	Andrew	Tedesco
	Robert	Terrell
2	Vanessa	Terrell
	Sally	Thielbar
3	Alan	Thierfeldt
	Stacey	Thompson
4	Matthew	Tollefsrud
	Pat	Tran
5	Jesus	Valls
	Samantha	Vannetter
6	Lewis	Vigil
	Ellen	Wakefield
7	Andrew	Wang
	Shawn	Warnecke
8	Neil	Weiser
	Shane	Whitley
9	Dara	Wilson
	Jacqueline	Wilson
10	William	Wineland, Jr
	Tyler	Winkelmann
11	Teresa	Wood (Formerly Prunty)
	Glenda	Woodring
12	Ashlynn	Woods
	Dikan	Xing
13	Michelle	Yang
	Kristopher	Young
14	Yi	Zou
	Aleksei	Zubkov

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