IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS

TERRELL CLINE and EDWARD JEPSON, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

INLINE NETWORK INTEGRATION LLC,

Defendant.

Civil Action No.: 2023LA000402

MEMORANDUM IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

I. Introduction

Terrell Cline and Edward Jepson ("Plaintiffs")—together with Kyle Compton[1] ("Representative Plaintiffs")—on behalf of themselves and the Settlement Class, by and through the undersigned Settlement Class Counsel, respectfully submit this Memorandum of Law in support of their motion requesting final approval of this proposed class action settlement ("Settlement") on the terms set forth in the Settlement Agreement dated June 17, 2023, and for certification of the Settlement Class.

On September 7, 2023, the Court preliminarily approved the Settlement, and the Notice Plan outlined in the Settlement Agreement has since been executed. Since that time, nothing has changed which would alter the Court's initial assessment that the Settlement is fair, reasonable, and adequate.

[1] Mr. Compton was the named plaintiff in the action *Compton v. Heritage Life Insurance Company,* Case No. 1:23-cv-03827 (N.D. Ill.), arising from the same Data Security Incident. The Parties agreed that Mr. Compton and his claims would be included in the Settlement and this Court approved him as a Class Representative along with Plaintiffs in the September 7, 2023, order granting preliminary approval to the Settlement.

The Settlement Class's reaction to the Settlement was overwhelmingly positive. Of the 76,639 potential Settlement Class Members who received direct notice (98.68% of the Settlement Class), zero timely requested exclusion, and zero timely submitted objections. Declaration of Scott M. Fenwick ("Fenwick Decl.") ¶¶ 11, 16. Further, while Settlement Class members have until January 5, 2024, to submit a Valid Claim, as of November 27, 2023, the Settlement Administrator has received 619 claims electronically through the Settlement Website and 55 claims through the mail. This response weighs in favor of final approval. *Id*. ¶ 13.

Approval will successfully resolve the claims of "[a]ll persons residing in the United States to whom Inline sent its notice of a Data Security Incident that Inline discovered on or about March 12, 2022." Settlement Agreement ("S.A.") ¶ 1.35. The Settlement brings meaningful resolution and significant benefits to the Settlement Class without requiring further delay, risk, and expense. As explained below, the Settlement provides: up to $5,000.00 for extraordinary losses, up to $500.00 for ordinary losses, credit monitoring services, and identity theft protection with $1 million in coverage. S.A. ¶¶ 3.1–3.4.

Now, Plaintiffs and Settlement Class Counsel respectfully submit that the Settlement meets the standards for final approval under 735 ILCS 5/2-806, and is a fair, reasonable, and adequate result for the Settlement Class. Plaintiffs request the Court to: finally approve the Settlement; grant Plaintiffs' Motion for Award of Attorneys' Fees, Reimbursement of Expenses; and Service Awards to Class Representatives, and enter a final judgment dismissing this case.

II. Background

On or about March 12, 2022, Inline became aware of suspicious activity in its systems. S.A. ¶ I.1. After an investigation, Inline learned that an unauthorized actor potentially gained access to certain systems and certain information within those systems (the "Data Security

Incident"). *Id.* Inline began notifying Plaintiffs and the Settlement Class about the Data Security Incident in June 2022. *Id*.

On August 8, 2022, Plaintiffs, individually and on behalf of a putative class, filed an action against Inline in the United States District Court for the Northern District of Texas, Dallas Division, styled *Cline v. Inline Network Integration LLC*, Case No.: 3:22-cv-1711-K. *Id*. On April 19, 2023, Plaintiffs dismissed that action and refiled in Illinois State Court, DuPage County, captioned *Cline v. Inline Network Integration LLC*, Case No. 2023LA000402. *Id.* The Complaint alleges claims arising from the Data Security Incident. Specifically, Plaintiffs asserted five causes of action against Inline (i) negligence; (ii) negligence *per se*; (iii) breach of fiduciary duty; (iv) intrusion upon seclusion and invasion of privacy; and (v) violations of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 Ill. Comp. Stat. §§ 505/1, *et seq*. *Id*.

On April 13, 2023, the Parties engaged in mediation with Mr. Bruce A. Friedman of JAMS. *Id*. Following good faith, arm's-length negotiations, the Parties agreed to the terms of a settlement, desiring to resolve any claims related to the Data Security Incident rather than continue litigating the matter. *Id.* And on September 7, 2023, the Court granted Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement.

III. Settlement Terms

A. Class Definition

The Settlement Class is defined as "[a]ll persons residing in the United States to whom Inline sent its notice of a Data Security Incident that Inline discovered on or about March 12, 2022." S.A. ¶ 1.35. Excluded for the Settlement Class are "(i) Inline Network Integration LLC ("Inline"); (ii) the Related Entities; (iii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iv) any judges assigned to this case and their staff

and family; and (v) 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 Data Security Incident or who pleads *nolo contendere* to any such charge." *Id*.

B. Settlement Benefits

The Settlement is comprised of a monetary component and a non-monetary component. The monetary component of the Settlement is a Settlement Fund that allows all Settlement Class Members the opportunity submit claims for unreimbursed losses, up to a total of $5,000 per Settlement Class Member, for expenses incurred as a result of the Data Security Incident. S.A. ¶ 3.1. Settlement Class Members are also eligible to receive compensation for up to three hours of lost time spent dealing with the effects of the Data Security Incident as well as out-of-pocket expenses associated with the Data Security Incident up to $500. *Id*. Finally, Settlement Class Members are eligible to receive two years of identity protection and credit monitoring services. *Id*. ¶ 3.3. In addition to payments directly to Settlement Class Members, Defendant will pay Settlement Administration Expenses, any service award to the Class Representatives, and any Fee Award to Class Counsel. *Id*. ¶¶ 3.6–3.8. In the event that the total cost of the settlement exceeds $750,000, Class Member payments will be reduced on a pro rata basis. *Id*. ¶ 3.2.

Defendant has also implemented or agreed to implement certain data security measures. Due to the confidential nature of the new security measures, they are not disclosed here. The costs associated with these measures shall be paid by Defendant separate and apart from other settlement benefits. *Id*. ¶ 3.4.

C. Release

In exchange for the relief described above, Defendant and each of its related and affiliated entities as well as all "Released Persons," as defined in S.A. ¶ 1.31, will receive a full release of all claims arising out of or related to the Data Incident. *See id*. ¶¶ 1.30–1.31, 3.10, 13.1–13.8.

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

In recognition of their efforts on behalf of the Settlement Class, Defendant agreed that each Plaintiff may receive, subject to Court approval, a service award of up to $2,500 per Plaintiff. *Id*. ¶ 8.1. These awards will be paid by Inline separate and apart from any other sums agreed to under this Settlement Agreement but are included in and subject to the Maximum Settlement Cap. *Id*. Defendant also agreed that the Settlement Fund will also be used to pay Class Counsel reasonable attorneys' fees and to reimburse costs and expenses in this Action, in an amount to be approved by the Court. *Id*. ¶ 8.2. Class Counsel agreed to petition the Court for attorneys' fees, costs, and expenses of no more than $250,000 which will be paid by Inline separate and apart from any other sums agreed to but are included in and subject to the Maximum Settlement Cap. *Id*.

E. Notice And Administrative Expenses

Inline shall pay the entirety of the costs of Claims Administration and the costs of providing notice to the Settlement Class in accordance with the Preliminary Approval Order. *Id*. ¶ 5.11.

IV. Argument

Strong judicial and public policies favor the settlement of complex class action litigation, where the inherent costs, delays, and risks of continued litigation might otherwise overwhelm any potential benefit the class could hope to obtain. *See Quick v. Shell Oil Co.*, 404 Ill. App. 3d 277, 282 (3rd Dist. 2010); *see also* 4 Alba Conte & Herbert B. Newberg, *Newberg on Class Actions* § 11.41 (4th ed. 2002) (hereinafter "*Newberg*").

Courts review proposed class action settlements using a well-established two-step process. *Newberg* § 11.25, at 38-39; *GMAC Mortg. Corp. of Pa. v. Stapleton*, 236 Ill. App. 3d 486, 492 (1st Dist. 1992). The first step is a preliminary, pre-notification hearing to determine whether the proposed settlement is "within the range of possible approval." *Newberg*, § 11.25, at 38–39; *Armstrong v. Bd. of Sch. Dirs. of City of Milwaukee*, 616 F.2d 305, 314 (7th Cir. 1980), *overruled on other grounds by Felzen v. Andreas*, 134 F.3d 873 (7th Cir. 1998). If the Court finds the settlement proposal is "within the range of possible approval," the case proceeds to the second step in the review process: the final approval hearing. *Newberg*, § 11.25, at 38–39.

Plaintiffs are presently at the second step of this two-step process. Upon final approval, the Settlement reached in this matter will provide Settlement Class Members with substantial financial compensation and prospective relief that they would have been unlikely to obtain otherwise. *See* S.A. ¶¶ 3.1–3.4. Because the Settlement reached by the Parties is fair, reasonable, and provides adequate compensation to the Settlement Class, and because the Notice Plan effectively notified class members of their rights under the Settlement Agreement, the Settlement warrants final approval by the Court. The unopposed motion for service awards and the fee award should also be approved in these circumstances.

Section 2-801 provides that a court may approve a proposed class settlement "on a finding that it is fair, reasonable, and adequate." 735 ILCS 5/2-801. "[T]here exists a strong policy in favor of settlement and the resulting avoidance of costly and time-consuming litigation[.]" *Sec. Pac. Fin. Serv. v. Jefferson*, 259 Ill. App. 3d 914, 919 (1st Dist. 1994); *see also McCormick v. Adtalem Glob. Educ., Inc.*, 2022 IL App (1st) 201197-U, ¶ 13 ("There is a strong public policy in favor of settling [class actions]."); *Newberg*, § 11.41 ("The compromise of complex litigation is encouraged by the courts and favored by public policy."). Where, as here, the settlement is the product of arm's-length

negotiations between sophisticated parties, courts attach to the settlement a presumption of fairness, adequacy, and reasonableness. *See Lebanon Chiropractic Clinic, P.C. v. Liberty Mut. Ins. Co.*, 2016 IL App (5th) 150111-U, ¶ 42 ("Where the procedural factors support approval of a class action s settlement, there is a presumption that the settlement is fair, reasonable, and adequate.").

In assessing the fairness, reasonableness, and adequacy of a proposed class settlement, Illinois courts consider the following factors: "(1) the strength of the case for the plaintiffs on the merits, balanced against the money or other relief offered in settlement; (2) the defendant's ability to pay; (3) the complexity, length and expense of further litigation; (4) the amount of opposition to the settlement; (5) the presence of collusion in reaching a settlement; (6) the reaction of members of the class to the settlement; (7) the opinion of competent counsel; and (8) the stage of proceedings and the amount of discovery completed." *City of Chicago v. Korshak*, 206 Ill. App. 3d 968, 972 (1st Dist. 1990); *see also Armstrong*, 616 F.2d at 314.

In this case, all eight factors weigh in favor of finding the Settlement fair, reasonable, and adequate, and the Court should grant final approval.

A. The settlement provides substantial relief.

As to the first factor, the Settlement in this case provides substantial material benefits to the Settlement Class: up to $5,000.00 for extraordinary losses, up to $500.00 for ordinary losses, two years of credit monitoring services, and identity theft protection with $1 million in coverage. S.A. ¶ 3.1–3.4. Additionally, Defendant has also implemented or agreed to implement certain data security measures. Due to the confidential nature of the new security measure, they are not disclosed here. The costs associated with these measures shall be paid by Defendant separate and apart from other settlement benefits.

Although Plaintiffs believe they would likely prevail on their claims, they are also aware that Defendant denies the material allegations of the Complaint and intends to pursue several legal and factual defenses, including but not limited to whether Defendant was actually liable for the conduct of third-party hackers. *See* Declaration of Gary Klinger in Support of Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Awards ("Klinger Decl.") ¶¶ 3–5. An adverse decision would have deprived the Settlement Class, or at least a substantial portion thereof, of any recovery whatsoever. *Id.* Thus, the unsettled nature of several potentially dispositive threshold issues in this case poses a significant risk to Plaintiffs' claims and will add to the length and costs of continued litigation. *Id.* Taking these realities into account and recognizing the risks involved in any litigation, the relief available to each Settlement Class Member in the Settlement represents a truly excellent result for the Settlement Class. *Id.* And "[t]he standard for class settlement approval is not whether the parties could have done better— the standard is whether the compromise was fair, reasonable, and adequate. . . . A trial court cannot reject a settlement solely because it does not provide a complete victory to the class members." *Lebanon*, 2016 IL App (5th) 150111-U, ¶ 50.

In addition to any defenses on the merits Defendant would raise, should litigation continue Plaintiffs would also be required to prevail on a class certification motion, which would be highly contested and for which success is certainly not guaranteed. *See Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 586 (N.D. Ill. 2011) ("Settlement allows the class to avoid the inherent risk, complexity, time and cost associated with continued litigation.") (internal citations omitted). "If the Court approves the [Settlement], the present lawsuit will come to an end and [Settlement Class Members] will realize both immediate and future benefits as a result." *Id*. Approval would allow

Plaintiffs and the Settlement Class Members to receive meaningful and significant payments now, instead of years from now or not at all. *See id*. at 582; Klinger Decl. ¶¶ 3–5.

Additionally, the fairness, reasonableness, and adequacy of the instant Settlement are supported by previously approved settlements, which provide comparable or, in many cases, comparable to that achieved for the class here. For example, in *McNicholas et al. v. Illinois Gastroenterology Group, PLLC*, Case No. 22-LA-173 (Cir. Ct. Lake Cty.), settlement class members were eligible for reimbursement of ordinary out-of-pocket expenses up to $200.00, including 3 hours of lost time payable at $25 per hour, or $5000.00 for extraordinary losses, with no option for an alternative cash payment or residual cash payment. That settlement received final approval.

B. Defendant's ability to pay.

The second factor that can be considered by the Court is the Defendant's ability to pay the settlement sum. Defendant's financial standing has not been placed at issue here.

C. Continued litigation will likely be complex, lengthy, and expensive.

The third factor asks whether the settlement allows the class to avoid the inherent risk, complexity, time, and cost associated with continued litigation. *See Korshak*, 206 Ill. App. 3d at 972. In absence of settlement, it is certain that the expense, duration, and complexity of the resulting litigation would be substantial. Klinger Decl. ¶¶ 3–5. Not only would the Parties have to undergo significant motion practice before any trial on the merits is even contemplated, but evidence and witnesses from throughout the State of Illinois and beyond would have to be assembled for any trial. *Id.* Further, given the complexity of the issues and the amount in controversy, the defeated party would likely appeal both any decision on the merits as well as on class certification. *Id.* As such, the immediate and considerable relief provided to the Settlement

Class under the Settlement Agreement weighs heavily in favor of its approval compared to the inherent risk and delay of a long and drawn-out litigation, trial, and appeal. Protracted and expensive litigation is not in the interest of any of the Parties or Settlement Class Members.

D. No objections were filed.

The fourth and sixth factors consider the amount of opposition to the Settlement and the reaction of the Settlement Class to the Settlement. *See Korshak*, 206 Ill. App. 3d at 972.

Following the implementation of the Notice plan set forth in the Settlement Agreement, the Settlement Class's reaction to the Settlement has been overwhelmingly favorable. In accordance with the Notice plan, the Settlement Administrator successfully provided direct notice to 98.68% of the Settlement Class by mail or email. Fenwick Decl. ¶ 11. As of November 27, 2023, the Settlement Administrator has received 674 claims from Settlement Class Members. *Id*. ¶ 13. Moreover, zero Settlement Class Members have objected to the Settlement and zero Settlement Class Members have requested to be excluded from the Settlement. *Id*. ¶ 16. The deadline for Class Members to submit a claim is January 5, 2024, and the deadline for to object to or request to be excluded from the Settlement is December 6, 2023. *Id*. ¶ 15. Should anything change with respect to these numbers, Plaintiffs will update the Court at the final approval hearing on December 13, 2023. Accordingly, the fourth and sixth factors weigh in favor of granting final approval.

E. The Settlement was the result of arm's-length negotiations between the parties after a significant exchange of information.

The fifth factor considers the presence of any collusion by the Parties in reaching the proposed settlement. *See Korshak*, 206 Ill. App. 3d at 972.

There is an initial presumption that a proposed settlement is fair and reasonable when it was the result of arm's-length negotiations. *See Newberg*, § 11.42; *see also Shaun Fauley, Sabon, Inc. v. Metro. Life Ins. Co*., 2016 IL App (2d) 150236, ¶ 21, 52 N.E.3d 427, 441 (finding no

collusion where there was "no evidence that the proposed settlement was not the product of 'good faith, arm's-length negotiations'"). Here, the Settlement was reached only after arm's-length negotiations between counsel for the Parties. *See* S.A. ¶¶ 15.9–15.10. Moreover, negotiations began only after an exchange of information regarding the size and composition of the Settlement Class. Such an involved process underscores the non-collusive nature of the proposed Settlement. Finally, given the fair result for the Settlement Class in terms of the monetary and prospective relief, it is clear that this Settlement was reached as a result of good-faith negotiations rather than any collusion between the Parties. Accordingly, this factor weighs in favor of preliminary approval.

F. The Settlement is supported by experienced class counsel.

The seventh factor is the opinion of competent counsel as to the fairness, reasonableness, and adequacy of the proposed settlement. *See Korshak*, 206 Ill. App. 3d at 972. Courts rely on affidavits in assessing proposed class counsel's qualifications under this factor. *Id*. Class Counsel believes that the Settlement is in the best interest of the Settlement Class Members because the Settlement Class Members will be provided an immediate payment instead of having to wait for lengthy litigation and any subsequent appeals to run their course. Klinger Decl. ¶¶ 3–5. Further, due to the defenses Defendant has indicated that it would raise should the case proceed through litigation—and the resources Defendant has committed to defend and litigate this matter—it is possible that the Settlement Class Members would receive no benefit whatsoever in the absence of this Settlement. *Id.* Given Class Counsel's extensive experience litigating similar class action cases in federal and state courts across the country, this factor also weighs in favor of granting preliminary approval. S.A. ¶ 2; *see also GMAC*, 236 Ill. App. 3d at 497 (finding that the court should give weight to the fact that class counsel supports the class settlement in light of its experience prosecuting similar cases).

G. The parties exchanged information sufficient to assess the adequacy of the Settlement.

The eighth factor is structured to permit the Court to consider the extent to which the court and counsel were able to evaluate the merits of the case and assess the reasonableness of the settlement. *See Korshak*, 206 Ill. App. 3d at 972. Here, the Parties exchanged information regarding the facts and size of the class during formal discovery, and thoroughly investigated the facts and law relating to Plaintiffs' allegations and Defendant's defenses. *See* Klinger Decl. ¶¶ 7–11. Accordingly, this factor also weighs in favor of preliminary approval.

V. The Settlement Class Should be Certified for Settlement Purposes.

As part of Plaintiffs' final approval motion, Plaintiffs respectfully ask this Court to grant class certification to the Settlement Class under 735 ILCS 5/2-801 and 735 ILCS 5/2-802. Settlement classes are routinely certified in consumer data breach cases.[2] There is nothing unique about this case that would counsel otherwise. This Court already found that it likely would certify the Settlement Class when it preliminarily approved the Settlement. The Class still meets the requirements of numerosity, commonality, typicality, and adequacy, and because common issues predominate and a class action is the appropriate method of litigating the controversy, the Court should certify the Settlement Class for settlement purposes. Where nothing has changed relative to the 735 ILCS 5/2-801 and 735 ILCS 5/2-802 factors since preliminary approval, that decision

[2] *See, e.g., Abubaker v. Dominion Dental USA, Inc*., No. 1:19-cv-01050, 2021 WL 6750844 (E.D. Va. Nov. 19, 2021); *Hutton v. Nat'l Bd. of Examiners in Optometry, Inc*., No. l:16- cv- 03025, 2019 WL 3183651 (D. Md. July 15, 2019); *In re Equifax Inc. Customer Data Security Breach Litig*., No. l:17-md-2800-TWT, 2020 WL 256132 (N.D. Ga. March 17, 2020), *aff'd in relevant part* 999 F.3d 1247 (11th Cir. 2021), *cert. denied sub nom*. *Huang v. Spector*, 142 S. Ct. 431 (2021), *and cert. denied sub nom*. *Watkins v. Spector*, 142 S. Ct. 765 (2022); *In re Anthem, Inc. Data Breach Litig*., 327 F.R.D. 299 (N.D. Cal. 2018); *In re Marriott Int'l, Inc., Customer Data Sec. Breach Litig.*, 341 F.R.D. 128 (D. Md. 2022) (certifying certain statewide classes; Rule 23(f) appeal granted).

should be made final, for the reasons set forth in the Plaintiffs' Preliminary Approval Motion and Supporting Memorandum.

VI. Notice of the Settlement Satisfied Due Process.

The Court previously approved the Notice Plan proposed in this case and found it satisfied all requirements of due process and 735 ILCS 5/2-803. Here, as set out above, the Settlement Administrator issued notice in the best practicable manner by directly notifying a substantial portion of the Class via direct mail notice. Fenwick Decl. ¶¶ 2–10. The reach rate of the notice program was estimated to be nearly 98.68% by Kroll Settlement Administration LLC, a rate that far exceeds the 70% threshold. *Id*. ¶ 11; *see also, Federal Judicial Center, Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* 1 (2010) (recognizing the effectiveness of notice that reaches between 70 and 95 percent of the class); *In re Tiktok, Inc., Consumer Priv. Litig*., 617 F. Supp. 3d 904, 928 (N.D. Ill. 2022) (granting final approval and finding notice that "clear[ed] the Federal Judicial Center's seventy-percent threshold" adequate). Such notice complies with the program approved by this Court in its Preliminary Approval Order, is consistent with Notice Programs approved in the Illinois, the federal Seventh Circuit, and across the United States, is considered a "high percentage," and is within the "norm." *See* Barbara J. Rothstein & Thomas E. Willging, *Managing Class Action Litigation: A Pocket Guide for Judges*, 27 (3d ed. 2010).

Because the class notice and notice plan set forth in the Settlement Agreement satisfy the requirements of due process and provide the best notice practicable under the circumstances, the Settlement is due to be finally approved. granting final approval of the Settlement have been met, the Court should also approve the requested Service Awards to Plaintiffs, and the Fee Award to Class Counsel.

VII. The Unopposed Motions for Service Awards and Fees Should Be Approved.

Because no objections were filed in opposition to Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Awards (the "Fee Petition"), and because all factors in favor of granting final approval of the Settlement have been met, the Court should also approve the requested Service Awards to Plaintiffs, and the Fee Award to Class Counsel.

The Fee Petition was filed on November 21, 2023, and was uploaded to the Settlement website, as directed by this Court's Order granting preliminary approval. In addition, the Class Notice was sent to all Settlement Class Members even before the Fee Petition was filed and fully informed the Settlement Class Members of the maximum amount of the Service Awards and Fee Award that Class Counsel and Plaintiffs would seek. Accordingly, Settlement Class Members had ample opportunity to consider the merits of the Fee Petition. However, no objections to the Fee Petition were filed, and no Settlement Class Members even informally expressed any dissatisfaction with the requested Service Awards or Fee Award. The lack of any opposition is not surprising because, as discussed above, the Settlement provides substantial cash benefits to the Settlement Class.

For the reasons stated in the unopposed Fee Petition, and because no Settlement Class Member has voiced any opposition or objection to the requested Fee Award or Service Awards, Plaintiffs and Class Counsel respectfully request that the Court approve the requested Service Awards and Fee Award.

VIII. Conclusion

For the reasons stated above and in the unopposed Motion for Preliminary Approval and unopposed Fee Petition, Plaintiffs respectfully request that the Court enter an Order granting final certification of the settlement class, granting final approval of the Settlement, and approving the

requested Service Awards and Fee Award.

Dated: November 29, 2023

By: */s/ Samuel J. Strauss*

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CERTIFICATE OF SERVICE

I hereby certify that on November 29, 2023, a copy of the foregoing was filed electronically via Odyssey eFileIL. Notice of this filing will be sent by email to counsel of record by operation of the court's electronic filing system.

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