

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
BUTTE DIVISION**

IN RE: SNOWFLAKE, INC., DATA
SECURITY BREACH LITIGATION

This Document Relates only to
Defendant: THE NEIMAN MARCUS
GROUP, LLC

CASE No.: 2:24-MD-3126-BMM

PLAINTIFFS' RESPONSE TO OBJECTION OF BRUCE ISACSON

Plaintiffs¹ and Class Counsel, on behalf of themselves and the Settlement Class, respectfully respond to the September 9, 2025 letter objection of Bruce Isacson (“Isacson”), a copy of which is attached as *Exhibit 1*.

The deadline to object to the Settlement was September 23, 2025. Out of 16,147,008 Settlement Class Members, Isacson is the only objector to the Settlement. Other than that, the Settlement Class unanimously supports the Settlement. *See Tanner v. Plavan Commer. Fueling, Inc.*, No. 3:24-cv-1341-BTM-JLB, 2025 WL 2231304, at *5 (S.D. Cal. Aug. 4, 2025) (absence of a large number of objections raises strong presumption settlement terms are favorable). Only 51 have opted-out.

¹ All capitalized terms used herein shall have the same meanings as those defined in Section II of the Settlement Agreement, attached to the Motion for Final Approval as *Exhibit A*. [Doc. 544-1].

Like his prior objection, which was addressed in the Motion for Final Approval [Doc. 544 at 24-25], Isacson's subsequent letter is procedurally deficient and substantively wrong. The September 9 objection fails to comply with the Preliminary Approval Order's objection requirements outlined in paragraph 18.d.-j. and 19. [Doc. 437 at ¶¶18-20]. Therefore, his objections to the Settlement should not be considered and summarily overruled.

If the Court nevertheless considers Isacson's stated grounds, although he may disagree, the Settlement is fair, reasonable, and adequate given the facts and Personal Information involved in the Data Incident. As Plaintiffs previously pointed out for his first objection, the best course for anyone who does not agree with a settlement's terms is to opt-out and pursue the claim individually. *See Dennis v. Kellogg Co.*, 2013 WL 6055326, at *5 (S.D. Cal. Nov. 14, 2013) (overruling objection arguing objector should receive greater compensation because "[objector]'s dissatisfaction based on circumstances unique to her and her family cannot undermine the overall fairness of the settlement" given significant litigation risks). Isacson did not exercise that right. Instead, he seeks to derail the Settlement without justification.

Isacson made no attempt to contact Class Counsel using the information contained in the Long Form Notice before his first objection to ask questions about the Settlement or to better understand its valuable benefits. Instead, as he wrote in his September 9 letter, he submitted his objection the day after receiving an Email

Notice. Isacson then oddly objects that Class Counsel did not reach out to him *before* he objected. Naturally, until a Settlement Class Member has received Notice of the Settlement and voices an objection, Class Counsel would not be on notice to communicate about that objection.

Before filing the Motion for Final Approval, Class Counsel timely made reasonable attempts to speak with Isacson to further educate him about the Settlement's terms and the Settlement Class Member Benefits he could claim. This could have resulted in Isacson acting to timely opt-out and withdraw his objection.

Isacson attached his email exchange with Class Counsel to his September 9 letter, which confirms he refused Class Counsel's efforts to speak with him via telephone and unreasonably insisted that they only communicate by email. *See Ex. 1.* Even then, he never wrote Class Counsel with any questions when they asked him to do so to engage in meaningful communication about the Settlement. *Id.* Instead, he submitted his September 9 letter. As a result, he waived his right to opt-out. He also did not submit a Claim Form.

Isacson's disagreement with Defendant not admitting wrongdoing overlooks that Defendant has taken financial responsibility for the Data Incident via the Settlement Class Member Benefits. Every Settlement Class Members may elect two years of Credit Monitoring to protect against future harm and are reasonably required to show documented losses related to the Data Incident to receive a payment, instead

of just claiming \$2,500.00 with no proof of harm. Those seeking a payment have submitted their Claim Forms. Given the sensitivity level of the Personal Information, the recovery is excellent. Isacson could have preserved his individual right to claim a higher amount in separate litigation via an opt-out request, a right he failed to exercise. That decision is no reason to derail the Settlement supported by the Settlement Class.

The objection indicates Isacson does not understand that the Settlement Fund is non-reversionary. The entirety of the Settlement Fund will be exhausted by paying Valid Claims from the Net Settlement Fund, after the payment of (i) Settlement Administration Costs, (ii) reasonable attorneys' fees and costs awarded to Class Counsel, and (iii) reasonable Service Awards to the Class Representatives. [Doc. 544-1 at ¶¶ 66, 71, 72]. There is full transparency on that subject in the Agreement, Notices, and Settlement Website. Only if funds remain from any uncashed checks issued to Settlement Class Members with Valid Claims will those funds go to a *cy pres* recipient, as is standard in class action settlements like this one. *Id.* at ¶ 115. Therefore, Isacson's concern that no part of the Settlement Fund go back to Defendant is a term of the Agreement at the insistence of Plaintiffs and Class Counsel.

Although Isacson may not see value in claiming the Credit Monitoring offered in the Settlement, Settlement Class Members disagree and have elected it on their

Claim Forms. This is valuable benefit and goes beyond just sending the free credit alerts Isacson claims he already receives. The “Identify Defense Plus” Credit Monitoring offered by the Settlement “includes comprehensive dark web monitoring, high risk transaction monitoring, with real time alerts, security freeze, and *\$1 million in insurance coverage*. The retail cost of the Credit Monitoring is \$108.00 per year.” [Doc. 544-1 at ¶ 76.b. (emphasis added)].

Isacson’s disagreement with the attorneys’ fees and costs requested is not shared by any other Settlement Class Member. Class Counsel have justified the reasonableness of the amounts sought in the Application for Attorneys’ Fees, Costs, and Service Awards. [Doc. 544 at 27-41].

Thus, the Court should find the Settlement is fair, reasonable, and adequately protects the interests of the Settlement Class Members, overrule Isacson’s objections, and grant Final Approval.

Dated: October 17, 2025.

Respectfully submitted,

/s/ John Heenan

John Heenan
Heenan & Cook, PLLC
1631 Zimmerman Trail
Billings, MT 59102
Tel. 406.839.9091
john@lawmontana.com

Class Counsel

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served via email via the CM/ECF system on all counsel of record on this 17th day of October, 2025.

/s/ John Heenan
John Heenan

EXHIBIT 1

BRUCE ISACSON

July 2, 2025

Clerk of Court

United States District Court
District of Montana
Paul G. Hatfield Courthouse
901 Front Street, Suite 2100
Helena, MT 59626

**Re: Formal Objection to Settlement – In Re: Snowflake, Inc. Data Security Breach
Litigation**

Case No. 2:24 MD 3126 BMM

Claim ID: [REDACTED] PIN: [REDACTED]

Dear Judge Morris:

I respectfully submit this formal objection to the proposed class action settlement involving The Neiman Marcus Group LLC. As a Settlement Class Member, I do not believe this agreement is just or equitable to consumers like me.

Over the years, I have received many notices about class action settlements. I usually ignore them, but this one was different. When I first saw the notice informing me I was a Settlement Class Member and might be eligible to receive up to \$2500 dollars in compensation, it genuinely caught my attention. That kind of help would be a blessing to my family right now. But then I read the fine print, and realized that unless I could somehow prove a direct financial loss, I would receive nothing. That felt both misleading and unjust.

I made a substantial purchase at Neiman Marcus in Beverly Hills in the early 2000s, a diamond ring for my wife that cost me approximately \$5000 dollars. I provided my personal information at the time, and now I learn that Neiman Marcus allowed that information to be compromised. Yet despite the breach, I am being told I must document a specific financial loss in order to qualify for compensation. That is not how justice should work.

The burden of proof in such cases should not fall on Settlement Class Members. It would require a complex and costly investigation to determine who accessed my data and how it may have been used. Meanwhile, the law firm claiming to represent me is receiving over 1.1 million dollars, nearly one third of the 3.5 million dollar settlement, yet I am not allowed to contact them directly, ask questions, or seek clarification. There has been no meaningful communication with the Settlement Class Members they claim to represent.

[REDACTED]

BRUCE ISACSON

In truth, we have had no voice in this process. That is a closed system where lawyers profit while the individuals they supposedly represent are left in the dark.

I am currently living on very limited means. My wife and I just celebrated our 45th wedding anniversary on June 28, and our adopted son just turned 15 on June 26. We are doing our best to provide for him, and for each other. The promise of 2500 dollars, based on a breach of my personal information, seemed like a fair opportunity for restitution. But now I see it is largely inaccessible, while the law firm secures a guaranteed windfall. That feels deeply unbalanced.

If the Court finds merit in this objection, I respectfully ask that the ruling be made public so that stronger protections can be established for Settlement Class Members in future cases throughout the United States. I also ask that the Court consider awarding me a fair and reasonable amount for raising these concerns on behalf of others who, like me, have long felt powerless in these legal processes.

Finally, I urge the Court to ask: How much money did Neiman Marcus gain, directly or indirectly, from the handling or sale of customer data? And if our data was indeed compromised, should we really have to carry the burden of proving how it was misused?

Thank you for your time and for considering this objection. I respectfully ask that you not approve the proposed settlement in its current form. I sincerely hope this letter reaches the Court directly.

Respectfully,

BRUCE ISACSON, producer/director/writer

LIONHEART MOVIES, Inc.

<http://lionheartmovies.com>

Claim ID: [REDACTED]

PIN: [REDACTED]

CC:

Neiman Marcus Data Breach Settlement Administrator
Tina Wolfson, Class Counsel, Ahdoot & Wolfson, PC

Subject: RE: Neiman Marcus: Objection to Class Action Settlement
Date: Friday, September 5, 2025 at 12:18:04 PM Pacific Daylight Time
From: Devlan Geddes
To: [REDACTED]
CC: John Heenan, Jeff Ostrow
Attachments: image007.png, image008.png, image009.png, image010.png, image011.png, image012.png, image013.png

Dear Mr. Isacson:

Thank you for sharing your concerns; although we may see some issues differently, we appreciate your engagement.

I understand from your message that you wanted to visit with us and made several attempts through the settlement administrator. We (class counsel) are available to you. **Are there any questions about the proposed settlement you have?** We would welcome the opportunity to discuss them with you directly, as a real-time conversation is often the most effective way to address questions and clear up any misunderstandings.

We remain confident that the proposed settlement offers substantial, immediate benefits: reimbursement for any out-of-pocket losses and years of credit-monitoring services to help safeguard you and the rest of the class from potential fraud or misuse of personal information. These protections would be available now, avoiding the long delays and uncertain results that often accompany extended litigation.

Regarding your point about class actions, we respectfully note that the class-action mechanism is purely procedural; it does not alter substantive rights or lower the burden of proof in any way. We hope this clarification is useful and remain ready to speak at your convenience.

Best, Devlan

J. Devlan Geddes | Partner
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GOETZ, GEDDES & GARDNER P.C.
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From: [REDACTED]
Sent: Thursday, September 4, 2025 5:07 PM

To: Devlan Geddes <Devlan@Goetzlawfirm.com>

Cc: John Heenan <john@lawmontana.com>; Jeff Ostrow <ostrow@kolawyers.com>

Subject: Re: Neiman Marcus: Objection to Class Action Settlement

Dear Mr. Geddes, Mr. Ostrow, and Mr. Heenan,

I have decided not to engage in any phone discussions regarding my July 2 objection to the Neiman Marcus class action settlement. Given the number and tone of communications I have received following the Court's acceptance of my objection, I now believe that any response should be handled transparently and in writing. That is how I will proceed.

Regarding your September 4 email, Mr. Geddes, I would like to address several points directly.

First, I am troubled by the tone and framing of your response. As one of the class members this case is supposed to represent, I believe your language was unnecessarily condescending and dismissive. The legal rhetoric used to correct my objection feels more like an attempt to discredit my concerns than to understand or address them. That is unfortunate.

You wrote that my statement "That is not how justice should work" is incorrect, and then asserted that the law requires claimants to document their damages before being entitled to compensation. However, this is not a typical individual lawsuit. This is a class action, and class actions exist precisely because it is often impractical or even impossible for victims to document their losses individually, especially when dealing with data breaches and intangible harms.

It appears that the law is being used here not to restore justice to injured parties, but to create a structure where the majority of class members will receive little to nothing, while the attorneys involved are still compensated handsomely. If, as you claim, the compromised data was mostly limited to names and email addresses and did not include Social Security numbers, then I must ask: why was this class action filed in the first place? If most class members were not meaningfully harmed, the only logical conclusion is that the case was pursued because it was a profitable legal opportunity rather than a vehicle for meaningful justice.

Furthermore, your email states that class counsel is accessible. My experience does not reflect that. I was unable to reach a single attorney through the number provided in the notice and could not even leave a voicemail. That is not what accessibility looks like, and it raises serious concerns about transparency.

In addition, none of you reached out to me until after the Court had already accepted my objection. Only then did I begin receiving multiple calls, texts, and emails. I must ask why class counsel only initiated this direct contact once my concerns became part of the official record.

I believe the Court would benefit from seeing this correspondence, as it raises serious concerns about the fairness and transparency of the settlement process. These concerns affect not only myself but potentially thousands of class members. While I have not yet submitted a formal supplement to my objection by mail, I have seriously considered doing so and may still proceed depending on the direction this exchange continues to take.

Respectfully,
Bruce Isacson

[REDACTED]
BRUCE ISACSON, producer/director/writer
LIONHEART MOVIES, Inc.

[REDACTED]
<http://lionheartmovies.com>

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From: Devlan Geddes <Devlan@Goetzlawfirm.com>
Date: Thursday, September 4, 2025 at 12:25 PM
To: [REDACTED]
Cc: John Heenan <john@lawmontana.com>, Jeff Ostrow <ostrow@kolawyers.com>
Subject: RE: Neiman Marcus: Objection to Class Action Settlement

Mr. Isacson:

Mr. Hennan and I would like to discuss why we believe the proposed settlement is good for the Neiman Marcus class members and encourage you to withdraw your objection. Specifically, the compromised data for the majority of the Neiman Marcus class members was limited to disclosure of names and email addresses only. A very small number of class members had some additional information disclosed, such as outdated and expired gift card information, partial credit card numbers, and driver's license numbers. Not a single Neiman Marcus customer had their Social Security information disclosed. That is why the settlement provides two types of benefits. First, for folks who were actually damaged by the release of their personal information, they may seek a cash benefit for up to \$2,500 for documented losses. Second, for folks who were not damaged by the release of their personal information, they can still secure peace of mind by electing to receive two years of credit monitoring.

Regarding your request to identify items of disagreement in your objection, I respectfully note the following:

1. You object to documenting your loss in order to qualify for compensation stating "[t]hat is not how justice should work." To the contrary, that is precisely how justice works. It is a basic requirement under the law that a claimant must be able to prove they were damaged before being entitled to compensation. The burden of proof for recovering damages is always on the plaintiff making the claim.
2. We disagree with your statement that you are not allowed to contact class counsel to ask questions or seek clarification. Although we represent the class through the named class representatives, this class is represented by a number of lawyers who are available to speak with all class members to answer questions and address concerns.
3. We disagree with your statement that there has been no meaningful communication with settlement class members. To the contrary, our representation of the class is

directed by the named class representatives who, themselves, are also class members.

The purpose of a class action lawsuit is to provide a legal mechanism for a group of people who have suffered similar harm from the same defendant to collectively pursue justice and compensation. Instead of numerous individuals filing separate lawsuits for similar harms, a class action consolidates these claims into a single case, streamlining the legal process and conserving judicial resources. Class actions enable individuals with relatively small claims, who might not otherwise find it financially viable to pursue individual lawsuits, to seek redress for their injuries. The costs of litigation are shared amongst the class members, making legal action more accessible. Class actions can be a powerful tool for holding large corporations and other entities accountable for widespread harm caused by their actions or negligence. The potential for significant financial consequences incentivizes companies to adopt better practices and comply with legal standards. By resolving similar claims in a single proceeding, class actions help ensure that all affected parties receive fair and consistent treatment and avoid potentially conflicting judgments that could arise from separate lawsuits. In sum, class action lawsuits provide a way for individuals with similar grievances to unite, share legal costs, and hold defendants accountable, especially in cases where individual lawsuits might be impractical or uneconomical.

I hope this email helps you understand why we would like to have a conversation with you and answer your questions regarding the proposed class action settlement. Do you have availability sometime today or tomorrow to discuss your objection with us?

Thank you, Devlan

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From: [REDACTED]
Sent: Wednesday, August 20, 2025 7:55 PM
To: Devlan Geddes <Devlan@Goetzlawfirm.com>
Cc: John Heenan <john@lawmontana.com>
Subject: Re: Neiman Marcus: Objection to Class Action Settlement

Dear Mr. Geddes and Mr. Heenan,

Thank you for your email.

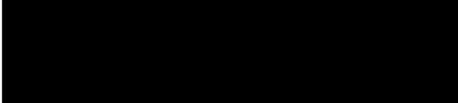
Since my objection letter already outlines my concerns in full, I would appreciate it if you could first explain in writing what you wish to discuss. Once I understand the purpose of the call, I will be happy to consider it.


If there is anything you disagree with in my objection, I would expect you to be specific in your response. I made every effort to be transparent, both for myself and for the many individuals whose voices are rarely heard in this classic class-action process. It is a process that is supposed to serve the very people it claims to protect with fair and tangible restitution.

I look forward to hearing from you.


Sincerely,

Bruce Isacson


BRUCE ISACSON, producer/director/writer
LIONHEART MOVIES, Inc.


<http://lionheartmovies.com>

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From: Devlan Geddes <Devlan@Goetzlawfirm.com>
Date: Wednesday, August 20, 2025 at 10:23 AM
To: 
Cc: John Heenan <john@lawmontana.com>
Subject: Neiman Marcus: Objection to Class Action Settlement

Mr. Isacson:

I, along with John Heenan (copied), are two of five Co-Lead Counsel in *In Re: Snowflake, Inc. Data Security Breach Litigation*, Case No. 2:24 MD 3126 BMM. I am writing in response to your July 2, 2025 Objection to the Neiman Marcus Group proposed class settlement. Do you have availability sometime over the next week to discuss your objection with us? Mr. Heenan and I will do our best to accommodate your schedule.

Thanks, Devlan

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iMessage/Text Message from Jeff Ostrow [REDACTED]
[REDACTED]

Tues, Sep 2 at 7:58 AM

Mr. Isacson- my name is Jeff Ostrow. I'm one of the Plaintiffs' lawyers for the Neiman Marcus settlement. I wanted to speak with you about your July 2 letter to the court about the settlement. Are you available at any time today?

Thank you,

Jeff Ostrow

Bruce Isacson iMessage Response:

Tues, Sep 2 at 12:30 PM

Hi Mr. Ostrow, thank you for reaching out. Since I received a similar request from Mr. Geddes and Mr. Heenan, I've already responded to them in writing. For consistency, I'm including my reply here as well, which you can respond to: [REDACTED]:

"Dear Mr. Geddes and Mr. Heenan,

Thank you for your email.

Since my objection letter already outlines my concerns in full, I would appreciate it if you could first explain in writing what you wish to discuss. Once I understand the purpose of the call, I will be happy to consider it.

If there is anything you disagree with in my objection, I would expect you to be specific in your response. I made every effort to be transparent, both for myself and for the many individuals whose voices are rarely heard in this classic class action process. It is a process that is supposed to serve the very people it claims to protect with fair and tangible restitution.

I look forward to hearing from you.

Sincerely,

Bruce Isacson"