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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

ROBERT BENNET, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

48FORTY SOLUTIONS, LLC, a Delaware
corporation;

Defendant

Case No.: CVRI2202233

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND
CONDITIONALLY CERTIFYING
SETTLEMENT CLASS**

Date: July 28, 2025
Time: 8:30 a.m.
Dept.: 1

1 The Unopposed Motion for Preliminary Approval of Class Action Settlement by Plaintiff
2 Robert Bennet (“Named Plaintiff” or “Representative Plaintiff”) in the above-captioned matter
3 (the “Action”) came before the Court on July 28, 2025 at 8:30 a.m., with the Honorable Harold
4 Hopp presiding.

5 The Action was settled as a result of arm's-length negotiations, investigations and informal
6 discovery sufficient to permit counsel and the Court to act knowingly, and counsel are well
7 experienced in similar class action litigation. Plaintiff, the proposed Class Representative, has
8 moved the Court for entry of an order preliminarily approving the Settlement, conditionally
9 certifying the Settlement Class for settlement purposes only, and approving the form and method
10 of notice upon the terms and conditions set forth in the Settlement, together with all exhibits
11 thereto. The Court having considered the Settlement Agreement, attached as Exhibit 3 to the
12 Supplemental Declaration of Daniel Srourian filed on July 7, 2025, and the exhibits attached
13 thereto, together with all exhibits thereto and records in this case, and the arguments of counsel
14 and for good cause appearing, hereby orders as follows:

15 **CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS**

16 1. Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action
17 Settlement is GRANTED. The terms defined in the Settlement shall have the same meaning in
18 this Order.

19 2. Having made the findings set forth below, the Court conditionally certifies the
20 following class for settlement purposes only: “All individuals who were notified that their PII
21 was potentially compromised in the December 31, 2021 Data Breach (“the “Settlement Class” or
22 “Settlement Class Members”).

23 3. Excluded from the Class are the Court, the officers and directors of Defendant and
24 persons who timely and validly request exclusion from the Settlement Class.

25 4. For settlement purposes only, with respect to the Settlement Class, the Court
26 preliminary finds the prerequisites for a class action pursuant to California Code of Civil
27 Procedure 382 have been met, in that: (a) the Settlement Class is so numerous that joinder of all
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1 individual Settlement Class members in a single proceeding is impracticable; (b) questions of
2 law and fact common to all Settlement Class Members predominate over any potential individual
3 questions; (c) the claims of the Plaintiff are typical of the claims of the Settlement Class; (d)
4 Named Plaintiff and proposed Class Counsel will fairly and adequately represent the interests of
5 each Settlement Class; and (e) a class action is the superior method to fairly and efficiently
6 adjudicate this controversy.

8 5. Named Plaintiff Robert Bennet is hereby appointed as Representative Plaintiff for
9 purposes of settlement.

10 6. Daniel Srourian of the Srourian Law Firm, P.C. is appointed as Class Counsel for
11 purposes of settlement.

13 **PRELIMINARY APPROVAL**

14 7. The terms of the Settlement, including its proposed release, are preliminarily
15 approved as within the range of fair, reasonable, and adequate, and are sufficient to warrant
16 providing notice of the Settlement to the Settlement Class in accordance with the notice program,
17 and are subject to further and final consideration at the Final Approval Hearing provided for
18 below. In making this determination, the Court considered the fact that the Settlement is the
19 product of arm's-length negotiations facilitated by a neutral mediator and conducted by
20 experienced and knowledgeable counsel, the current posture of the Action, the benefits of the
21 Settlement to the Settlement Class, and the risk and benefits of continuing litigation to the
22 Settling Parties and the Settlement Class.

25 8. As provided for in the Settlement, if the Court does not grant final approval of the
26 Settlement or if the Settlement is terminated or cancelled in accordance with its terms, then the
27 Settlement, and the conditional certification of the Settlement Class for settlement purposes only
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1 provided for herein, will be vacated and the Action shall proceed as though the Settlement Class
2 had never been conditionally certified for settlement purposes only, with no admission of
3 liability or merit as to any issue, and no prejudice or impact as to any party's position on the issue
4 of class certification or any other issue in the case.

5 **NOTICE OF THE SETTLEMENT TO THE SETTLEMENT CLASS**

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7 9. The Court appoints RG2 Claims Administration LLC, as the Claims
8 Administrator. The responsibilities of the Claims Administrator are set forth in the Settlement
9 Agreement.

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11 10. The Court has considered the Notice provisions of the Settlement, the Long
12 Notice and Short Notice, attached as Exhibits B, C and D to Settlement Agreement. The Court
13 finds that the agreed upon notice procedure the best notice practicable under the circumstances,
14 constitutes due and sufficient notice of the Settlement and this Order to all persons entitled
15 thereto, and is in full compliance with applicable law and due process. The Court approves as to
16 form and content the Long Notice and Short Notice in the forms attached as Exhibits B, C and D
17 to Settlement Agreement. The Court orders the Claims Administrator to commence the notice
18 program following entry of this Order in accordance with the terms of the Settlement.
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20 11. The Court approves as to form and content the Claim Form attached as Exhibit A
21 to the Settlement Agreement.
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23 12. Settlement Class Members who qualify for and wish to submit a Claim Form
24 under the Settlement shall do so in accordance with the requirements and procedures of the
25 Settlement and the Claim Form under which they are entitled to seek relief. The deadline to
26 submit a Claim Form is 90 days after the Notice Commencement Date. All Settlement Class
27 Members who fail to submit a claim in accordance with the requirements and procedures of the
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1 Settlement and respective Claim Form shall be forever barred from receiving any such benefit
2 but will in all other respects be subject to and bound by the provisions of the Settlement and the
3 releases contained therein.

4 **REQUESTS FOR EXCLUSION FROM THE SETTLEMENT CLASS**

5 13. Each person wishing to opt out of the Settlement Class shall individually sign and
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7 timely submit written notice of such intent to the designated Post Office box established by the
8 Claims Administrator using an exclusion form approved by the Court. To be effective, written
9 notice must be postmarked no later than 60 days after the Notice Commencement Date.

10 14. Persons who submit valid and timely notices of their intent to be excluded from
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12 the Settlement Class shall neither receive any benefits of nor be bound by the terms of the
13 Settlement.

14 15. Persons falling within the definition of the Settlement Class who do not timely
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16 and validly request to be excluded from the Settlement Class shall be bound by the terms of the
17 Settlement, including its releases, and all orders entered by the Court in connection therewith.

18 **OBJECTIONS**

19 16. Each Settlement Class Member desiring to object to the Settlement Agreement
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21 shall submit a timely written notice of his or her objection by the Objection Date using the Court
22 approved objection form. Such notice shall state: (i) the objector's full name, address, telephone
23 number, and email address (if any); (ii) the case name and case number, *Bennet v. 48forty*
24 *Solutions, LLC*, Case No. CVRI2202233 (Cal. Sup. Ct.); (iii) information identifying the objector
25 as a Settlement Class Member, including proof that the objector is a member of the Settlement
26 Class (e.g., copy of original notice of the Data Breach or a statement explaining why the objector
27 believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the
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objection, accompanied by any legal support for the objection the objector believes applicable;
(v) the identity of all counsel representing the objector in connection with the objection; (vi) a
statement whether the objector and/or his or her counsel will personally appear at the Final
Approval Hearing; and (vii) the objector's signature or the signature of the objector's duly
authorized attorney or other duly authorized representative.

17. To be timely, written notice of an objection in appropriate form must be mailed
and postmarked no later than the Objection Date 60 days after the Notice Commencement Date
to the Claims Administrator.

18. Unless otherwise ordered by the Court, any Settlement Class Member who does
not timely object in the manner prescribed above shall be deemed to have waived all such
objections and shall forever be foreclosed from making any objection to the fairness, adequacy,
or reasonableness of the Settlement, including its releases, the Order and Judgment approving the
Settlement, and Class Counsels' motion for award of attorneys' fees, costs, and expenses, and
Plaintiff's Class Representative Service Award.

DUTIES OF THE ADMINISTRATOR

19. Settlement Administrator shall carry out the following duties pursuant to the terms of
the Settlement Agreement:

1. **Notice Implementation:** Implement the Notice Plan, including distributing Short-Form
and Long-Form Notices to Settlement Class Members via mail and/or email and
maintaining a dedicated settlement website and toll-free helpline.
2. **Claims Processing:** Receive, review, and determine the validity of submitted Claim
Forms; communicate with claimants regarding deficiencies; and issue payments for valid
claims in accordance with the Settlement Agreement.

- 1 3. **Opt-Outs and Objections:** Receive and process Requests for Exclusion and Objections
2 submitted by Settlement Class Members.
- 3 4. **Declaration to Court:** No later than fourteen (14) days prior to the Final Approval
4 Hearing, the Settlement Administrator shall file with the Court a declaration
5 authenticating:
6 a. A list of all timely and valid Requests for Exclusion received;
7 b. A list of all Objections received; and
8 c. The procedures undertaken to disseminate notice and process claims, exclusions, and
9 objections.
10 5. **Record-Keeping:** Maintain accurate records of all communications, claims submissions,
11 exclusion requests, and objections received, and provide periodic reports to Class
12 Counsel and Defense Counsel as necessary.
- 13 6. **Final Distribution:** Following the Effective Date, distribute settlement benefits to
14 eligible claimants and perform any necessary follow-up or reissuance of payments,
15 subject to the terms of the Settlement.
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20 **THE FINAL APPROVAL HEARING**

21 19. The Court will hold a Final Approval Hearing on _____ at ____ a/p.m., at
22 Department 1, Superior Court of California, County of Riverside, 4050 Main Street, Riverside,
23 CA 92501 to consider: (a) whether certification of the Settlement Class for settlement purposes
24 only should be confirmed; (b) whether the Settlement should be approved as fair, reasonable,
25 adequate and in the best interests of the Settlement Class; (c) the application by Class Counsel
26 for an award of attorneys' fees and expenses as provided for under the Settlement; (d) the
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1 application for Plaintiff's Class Representative Service Award as provided for under the
2 Settlement; (e) whether the Release of Released Claims as set forth in the Settlement should be
3 provided; (f) whether the Court should enter the [Proposed] Final Order and Judgment; and (g)
4 ruling upon such other matters as the Court may deem just and appropriate. The Final Approval
5 Hearing may, from time to time and without further notice to Settlement Class Members be
6 continued or adjourned by order of the Court. The Claims Administrator shall provide notice to
7 objecting parties of any continuance.
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9 20. No later than _____, the Named Plaintiff shall file his Motion for Final Approval
10 of Class Action Settlement Agreement and for Award of Attorneys' Fees, Costs, and Expenses,
11 and Plaintiff's Class Representative' Service Award.
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13 **IT IS SO ORDERED.**
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15 Date: _____

16 Hon. Harold Hopp
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