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9 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **IN AND FOR THE COUNTY OF RIVERSIDE**

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

13 Plaintiff,

14 v.

15 48FORTY SOLUTIONS, LLC, a Delaware
16 corporation;

17 Defendant.

Case No.: CVRI2202233

(Assigned For All Purposes To Hon. Harold Hopp, Dept. 1)

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 ~~PROPOSED~~ ORDER

2 WHEREAS, the Court held a Final Approval Hearing and conditionally granted approval
3 of this class action Settlement on February 27, 2026. The Court has considered the Settlement
4 Agreement, all matters submitted to it at the Final Fairness Hearing, the relevant law, the
5 supplemental evidence, and all other files, records, and proceedings in this Action.

6 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

7 Plaintiff's Motion for Final Approval of Class Action Settlement Agreement is
8 GRANTED.

9 This Order incorporates herein and makes a part hereof, the Settlement Agreement and its
10 exhibits (attached as Exhibit 3 to the Supplemental Declaration of Daniel Srourian In Support Of
11 Plaintiff's Unopposed Motion For Preliminary Approval Of Class Action Settlement, filed on July
12 7, 2025) and the Preliminary Approval Order. Unless otherwise provided herein, the terms defined
13 in the Settlement Agreement and Preliminary Approval Order shall have the same meanings for
14 purposes of this Order.

15 The Court has subject matter jurisdiction over this matter including, without limitation,
16 jurisdiction to approve the Settlement, confirm certification of the Settlement Class for settlement
17 purposes only, to settle and release all claims released in the Settlement, and to enter final
18 judgment.

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20 **I. CERTIFICATION OF THE SETTLEMENT CLASS**

21 Based on its review of the record, including the Settlement, all submissions in support of
22 the Settlement, and all prior proceedings in the Action, the Court finally certifies and defines the
23 following Settlement Class for settlement purposes only: A nationwide class defined as "All
24 individuals who were notified that their PII was potentially compromised in the December 31,
25 2021 Data Breach. The Settlement Class specifically excludes: (i) Defendant and Defendant's
26 parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendant has a
27 controlling interest; (ii) all individuals who make a timely election to be excluded from this
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1 proceeding using the correct protocol for opting out; (iii) any and all federal, state, or local
2 governments, including but not limited to their departments, agencies, divisions, bureaus, boards,
3 sections, groups, counsels and/or subdivisions; (iv) the attorneys representing the Parties in the
4 Litigation; (v) all judges assigned to hear any aspect of the Litigation, as well as their immediate
5 family members; and (vi) any person found by a court of competent jurisdiction to be guilty under
6 criminal law of initiating, causing, aiding or abetting the Data Breach, or who pleads *nolo*
7 *contendere* to any such charge.”

8 For settlement purposes only, with respect to the Settlement Class, the Court confirms that
9 the prerequisites for a class action pursuant to Cal. Code of Civil Proc. § 382 have been met, in
10 that: (a) the Settlement Class is so numerous that joinder of all individual Settlement Class
11 members in a single proceeding is impracticable; (b) questions of law and fact common to all
12 Settlement Class Members predominate over any potential individual questions; (c) the claims of
13 the Plaintiffs are typical of the claims of the Settlement Class; (d) Plaintiffs and proposed Class
14 Counsel will fairly and adequately represent the interests of the Settlement Class; and (e) a class
15 action is the superior method to fairly and efficiently adjudicate this controversy.
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17 **II. NOTICE TO THE SETTLEMENT CLASS**

18 The Court finds that Notice has been given to the Settlement Class in the manner directed
19 by the Court in the Preliminary Approval Order. The Court finds that such Notice: (i) was
20 reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably
21 calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the
22 Action, the terms of the Settlement including its Releases, their right to exclude themselves from
23 the Settlement Class or object to all or any part of the Settlement, their right to appear at the Final
24 Approval Hearing (either on their own or through counsel hired at their own expense), and the
25 binding effect of final approval of the Settlement on all persons who do not exclude themselves
26 from the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all persons or
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1 entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States
2 Constitution (including the Due Process Clause), and any other applicable law.

3 **III. FINAL APPROVAL OF THE SETTLEMENT**

4 The Court finds that the Settlement resulted from arm's-length negotiations between Class
5 Counsel and Defendant.

6 The Court hereby finally approves in all respects the Settlement as fair, reasonable,
7 and adequate, and in the best interest of the Settlement Class, including the monetary benefits
8 provided under the Settlement and the Business Practice Changes identified in the Settlement
9 Agreement.

10 The Court finds that Plaintiffs and Class Counsel fairly and adequately represented the
11 interests of Settlement Class Members in connection with the Settlement.

12 The Parties shall consummate the Settlement in accordance with the terms thereof. The
13 Settlement, and each and every term and provision thereof, including its Releases, shall be deemed
14 incorporated herein as if explicitly set forth herein and shall have the full force and effect of an
15 order of this Court.

16 **IV. SETTLEMENT AND RELEASE OF CLAIMS**

17 The claims of the Class Representative and the Settlement Class Members asserted in the
18 Action have been settled and released per the Settlement Agreement. The Court shall retain
19 jurisdiction of the Action and the Settlement Agreement.

20 Upon the Effective Date, the Class Representative, any Person in the Settlement Class,
21 including those submitting or not submitting a claim for a Settlement Benefit, and each of their
22 respective spouses, children, heirs, associates, co-owners, attorneys, agents, administrators,
23 executors, devisees, predecessors, successors, assignees, representatives of any kind, shareholders,
24 partners, directors, employees or affiliates, and any other person who is a Settlement Class Member
25 that does timely and properly opt-out from the Settlement, shall be deemed to have, and by
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1 operation of this Order shall have, fully, finally, and forever released, relinquished, and discharged
2 all Released Claims.

3 For purposes of this Order, “Released Claims” means all claims or causes of action,
4 including causes of action in law, claims in equity, complaints, suits or petitions, and allegations
5 of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to,
6 claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust,
7 declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages,
8 breach of contract, breach of the duty to settle or indemnify, breach of the covenant of good faith
9 and fair dealing, punitive damages, attorneys’ fees, costs, interest, expenses, or other potential
10 claim), regardless of whether the claims or causes of action are based on federal, state, or local
11 law, statute, ordinance, regulation, contract, common law, or another source, that the Releasing
12 Parties had or have (including, but not limited to, assigned claims) that have been or reasonably
13 could have been asserted in the Action or in another action or proceeding before any court,
14 arbitrator(s), tribunal or administrative body (including but not limited to any state, local or federal
15 regulatory body) based on the same set of operative facts as alleged in the Complaint.
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17 Upon the Effective Date and only after Defendant has fully funded the Gross Settlement
18 Amount, each and every Releasing Party shall be permanently barred and enjoined from initiating,
19 asserting and/or prosecuting any Released Claim(s) against any of the Released Parties in any
20 court, arbitration, tribunal, forum or proceeding.

21 **V. ATTORNEYS’ FEES AND COSTS, AND SERVICE AWARDS TO CLASS**
22 **REPRESENTATIVES**

23 The Court awards attorneys’ fees of \$89,313.10 and reimbursement of litigation costs and
24 expenses in the amount of \$10,686.90, payment of service awards in the amount of \$2,000 to each
25 Class Representative; and up to \$35,210.00 for the Settlement Administrator’s Administrative
26 Expenses. The Court directs the Settlement Administrator to pay such amounts in accordance with
27 the terms of the Settlement.
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VI. OTHER PROVISIONS

All settlement checks shall be void ninety (90) days after issuance and shall bear the language: “This check must be cashed within 90 days, after which time it is void.” If a check becomes void, the Settlement Class Member shall have until one hundred eighty (180) days after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member’s right to receive monetary relief shall be extinguished, and Defendant shall have no obligation to make payments to the Settlement Class Member for expense reimbursement under the Settlement Agreement or any other type of monetary relief. The same provisions of the Settlement Agreement shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks become void. For any funds that remain from voided checks, the Claims Administrator shall distribute such funds to the following *cy pres* recipient: the State Bar of California’s Greg E. Knoll Justice Gap Fund. All outer mailing envelopes containing any settlement payment shall conspicuously state on the outside of the envelope: “Settlement Check Enclosed.”

The Court retains continuing jurisdiction over the Parties and the Settlement Class for the administration, consummation, and enforcement of the terms of the Settlement Agreement. In the event this Agreement is not approved by any court, or terminated for any reason, or the Settlement set forth in this Agreement is declared null and void, or in the event that the Effective Date does not occur, Settlement Class Members, Plaintiffs, and Class Counsel shall not in any way be responsible or liable for any of the Administrative Expenses, or any expenses, including costs of notice and administration associated with this Settlement or this Agreement, except that each Party shall bear its own attorneys’ fees and costs.

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