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27 and the Plaintiff Class

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30 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
31 **IN AND FOR THE COUNTY OF SAN JOAQUIN**

32 MAURICE BRETT, *et al.*, individually, and
33 on behalf of all others similarly situated,
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35 Plaintiffs,
36
37 v.
38 VALLEY MOUNTAIN REGIONAL
39 CENTER, INC.,
40
41 Defendant.

Case No. STK-CV-UPI-2024-0005025
(Assigned for all purposes to Hon. Robert T. Waters)

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

DATE: MAY 14, 2025
TIME: 9:00 A.M.
DEPT.: 11B

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APR 21 2025

FILE BY FAX

1 **THIS MATTER HAVING** come before this Court at 9:00 a.m. on May 14, 2025 with
2 Cole & Van Note appearing as counsel for Plaintiffs Maurice Brett, Lulani Neff as guardian *ad*
3 *litem* for minor Santino Neff, and Daniel Frederick (collectively, "Plaintiffs"), individually and on
4 behalf of the Settlement Class and Constangy, Brooks, Smith & Prophete LLP as counsel for
5 Defendant Valley Mountain Regional Center, Inc. ("Defendant"). The Court having reviewed the
6 Settlement Agreement and attachments thereto ("Agreement"), the briefs, arguments of counsel,
7 and all matters submitted to the Court and good cause appearing, hereby **GRANTS** Plaintiffs'
8 Motion for Preliminary Approval of Class Action Settlement ("Motion").

9 **RECITALS:**

10 1. On April 25, 2024, Plaintiff Maurice Brett filed a Complaint against Defendant in
11 San Joaquin County Superior Court, on a class action basis. Two other lawsuits were subsequently
12 filed. Those actions were consolidated into the *Brett* action on July 1, 2024.

13 2. On November 21, 2024, the parties participated in mediation with Jill Sperber, Esq.,
14 an experienced data breach mediator. After completing significant arm's-length negotiations,
15 thereafter, agreed upon the material terms of a settlement as embodied in the Agreement.

16 **IT IS HEREBY ORDERED** as follows:

17 1. This Preliminary Approval Order incorporates the Agreement, and the terms used
18 herein shall have the meanings and/or definitions given to them in the Agreement, as submitted to
19 the Court with the Motion. The Court hereby preliminarily approves the Settlement, as embodied
20 in the Agreement, as being fair, reasonable, and adequate to the Settlement Class, subject to further
21 consideration at the Final Approval Hearing to be conducted as described below. For purposes of
22 preliminary approval, the Court finds the proposed Settlement to be fair, reasonable, and adequate.

23 2. For purposes of the settlement, and conditioned upon the settlement receiving final
24 approval following the final approval hearing, this Court hereby conditionally certifies the
25 nationwide Settlement Class, defined as:

26 "All individuals residing in the United States whose private information was potentially
27 compromised as a result of the Data Security Incident."

28 Excluded from the Class Excluded from the Class are (a) all persons who are governing

1 board members of Defendant; (b) governmental entities; (c) the Court, the Court's immediate
2 family, and Court staff; and (d) any individual who timely and validly opts-out of the Settlement.

3 3. The Court finds that, for the purposes of settlement only: (a) the number of
4 members of the Settlement Class are so numerous that joinder is impracticable, (b) there are
5 questions of law and fact common to members of the Class, (c) the claims of the Plaintiffs are
6 typical of the claims of the members of the Class, (d) the Plaintiffs are an adequate representative
7 for the Settlement Class, and has retained experienced and adequate Class Counsel, (e) the
8 questions of law and fact common to the members of the Class predominate over any questions
9 affecting any individual members of the Class and (f) a class action is superior to the other
10 available methods for the fair and efficient adjudication of the controversy.

11 4. For the purposes of settlement only, the Court finds and determines that Plaintiffs
12 Maurice Brett, Lulani Neff as guardian *ad litem* for minor Santino Neff, and Daniel Frederick will
13 fairly and adequately represent the interests of the Class in enforcing their rights in the action and
14 appoints them as the class representatives.

15 5. For purposes of settlement only, the Court appoints as Class Counsel Scott Cole of
16 Cole & Van Note, Jason M. Wucetich of Wucetich & Korovilas, LLP, and John J. Nelson of
17 Milberg Coleman Phillips Grossman, PLLC.

18 6. CPT Group is appointed as Claims Administrator. The Claims Administrator shall
19 abide by the terms and conditions of the Agreement that pertain to the Claims Administrator. The
20 Claims Administrator is authorized and directed to perform all obligations with respect to taxes
21 and any reporting or filings in respect thereof without further order of the Court in a manner
22 consistent with the provisions of the Agreement.

23 7. The Final Approval Hearing Date shall be August 29, 2025 at 9:00 a.m. before
24 the Honorable Robert T. Waters in Department 11B of the Superior Court of California, County
25 of San Joaquin, located at 180 E Weber Ave, Stockton, California 95202, to consider: (a) the
26 fairness, reasonableness and adequacy of the proposed Agreement, (b) any objections made by
27 Class Members to the proposed Agreement, (c) whether the Agreement should be finally approved
28 by this Court, (d) Class Counsel's motion for Attorneys' Fees and costs, (e) the motion seeking

1 Service Awards for the Plaintiffs as class representatives and (f) such other matters as this Court
2 may deem proper and necessary.

3 8. The proposed forms of Class Notice are attached to the Agreement as Exhibits 2, 3
4 and 4, and are hereby approved for the purpose of notifying the members of the Class of the
5 proposed settlement, the Final Approval Hearing date, and the rights of the members of the Class
6 to exclude themselves or object to the settlement and shall be sent to the members of the Class
7 substantially in the forms approved. The parties may by mutual written consent make non-
8 substantive changes to the notices without Court approval. The costs of giving notice to the
9 members of the Classes will be paid by Defendant out of the Settlement Fund.

10 9. The Long-Form Notice shall be posted on the settlement website created by the
11 Claims Administrator and be available on request made to the Claims Administrator.

12 10. The Claims Administrator shall furnish to Proposed Settlement Class Counsel and
13 to Defendant's counsel a complete list of all timely and valid requests for exclusion.

14 11. The Notice, as set forth in Exhibits 2, 3 and 4 to the Agreement and to be issued in
15 the manner described in the Agreement, is the best notice practicable, and is reasonably calculated,
16 under the circumstances, to apprise the members of the Class of the pendency of this action and
17 their right to participate in, object to, or exclude themselves from the settlement. This Court further
18 finds that the Notice, as set forth in Exhibits 2, 3 and 4 to the Agreement, is sufficient notice of the
19 Final Approval Hearing date, the settlement, the Motion for Final Approval and Motion for Fees,
20 Costs, and Service Awards, and other matters set forth in the Agreement, and that the Notice set
21 forth in Exhibits 2, 3 and 4 of the Agreement fully satisfies the California Rules of Court and due
22 process of law, to all persons entitled thereto.

23 12. Settlement Class Members who wish to exclude themselves from the Settlement
24 Class for purposes of this Settlement may do so by submitting a request for exclusion to the Claims
25 Administrator that is postmarked by 60 days after Claims Administrator sends the Short-Form
26 Notice, as described below. The request for exclusion must comply with the exclusion procedures
27 set forth in the Settlement Agreement. Each Settlement Class Member desiring to exclude himself
28 or herself from the Settlement Class shall timely submit, by U.S. Mail, written notice of such intent

1 to the designated address set forth in the Notice. The written notice must clearly manifest the intent
2 to be excluded from the Settlement Class and must be signed by the Settlement Class Member. A
3 request for exclusion may not request exclusion of more than one member of the Settlement Class.
4 Each opt-out must be individually signed; mass opt-outs are not permitted.

5 13. Any member of the Settlement Class who timely requests exclusion consistent with
6 these procedures may not file an objection to the Settlement and shall be deemed to have waived
7 any rights or benefits under this Settlement. Settlement Class Members who fail to submit a valid
8 and timely request for exclusion shall be bound by all terms of the Settlement Agreement and the
9 Final Judgment.

10 14. Any member of the Settlement Class who has not timely filed a request for
11 exclusion may object to the granting of final approval to the settlement. Settlement Class Members
12 may object on their own or may do so through separate counsel at their own expense.

13 15. Any written objection to the Settlement must include: (a) the name of this Litigation
14 (*Maurice Brett, et al. v. Valley Mountain Regional Center, Inc.*, Case No. STK-CV-2024-
15 0005025), (b) the objector's full name, mailing address, telephone number, and email address (if
16 any), (c) the specific reasons for the objection, accompanied by any legal support for the objection
17 known to the objector or objector's counsel, (d) the identity of all counsel (if any) representing the
18 objector and whether they will appear and address the Court at the Final Approval Hearing, (e) a
19 list of all persons who will be called to testify at the Final Approval Hearing in support of the
20 objection (if any), (f) a statement confirming whether the objector intends to personally appear
21 and/or testify at the Final Approval Hearing and (g) the objector's signature (an attorney's
22 signature is not sufficient).. To submit an objection, the objector must send a letter to CPT Group,
23 and as more set forth in the Agreement. Mailed objections must be filed or postmarked 60 days
24 following the Notice Date, as described below.

25 16. Any member of the Settlement Class who fails to file and serve a timely written
26 objection in compliance with the requirements of this order and the Settlement Agreement shall
27 be deemed to have waived any objections and shall be foreclosed from making any objections
28 (whether by appeal or otherwise) to the Settlement.

1 17. Unless otherwise ordered by the Court, all pretrial proceedings in this action are
2 stayed and suspended until further order of this Court, except such actions as may be necessary to
3 carry out or enforce the terms and condition of the Agreement and this Preliminary Approval
4 Order. All Settlement Class members are enjoined from pursuing any action against Defendant
5 related to the cybersecurity incident at issue in this action, outside of the action, pending further
6 order by this Court.

7 18. In the event that the Settlement Agreement is terminated pursuant to its terms,
8 disapproved by any court (including any appellate court), and/or not consummated for any reason,
9 or the Effective Date for any reason does not occur, the order certifying the Settlement Class for
10 purposes of effectuating the Settlement, and all preliminary and/or final findings regarding that
11 class certification order, shall be automatically vacated upon notice of the same to the Court, the
12 Action shall proceed as though the Settlement Class had never been certified pursuant to this
13 Settlement Agreement and such findings had never been made, and the Action shall return to the
14 procedural posture on the day before the Settlement Agreement was executed, in accordance with
15 this paragraph.

16 19. For the benefit of the Class, this Court retains continuing jurisdiction over the
17 settlement proceedings to ensure the effectuation thereof in accordance with the settlement
18 preliminarily approved herein and the related orders of this Court.

19 20. Class Counsel shall serve a copy of this Preliminary Approval Order on all named
20 parties or their counsel with seven (7) days of receipt.

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21. **Summary of Applicable Dates.** The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Agreement and this Order include, but not limited to:

<u>Action</u>	<u>Deadline</u>
Defendant provides Class List to the Claims Administrator	10 days After Entry of Preliminary Approval Order
Notice Provided to Class, Per Settlement Agreement	30 Days After Entry of Preliminary Approval Order
Last Day for Class Members to Object and/or Opt-Out of Settlement	60 Days After Notice Date
Claims Deadline for Class Members	60 Days After Notice Date
Last Day for Plaintiffs to File Motion for Final Approval and Motion for Attorneys' Fees, Costs & Enhancement Awards	16 Court Days Prior to Final Approval Hearing
Final Approval Hearing	<u>5/28/2025</u> 9:00 am Dept. 11B
Last Day for Class Members to Cash Settlement Checks	120 days from Issuance Date

IT IS SO ORDERED.

Dated: May 15, 2025


The Honorable Robert T. Waters
Judge of the Superior Court of San Joaquin