

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

IN RE: STIIZY INC., DATA BREACH
SECURITY LITIGATION

This Document Relates To:
All cases

Case No.: CV 25-490-GW-SSCx
CONSOLIDATED ACTION

**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT [ECF NO. 54 & 66]**

Hearing Information

Date: May 28, 2026
Time: 8:30 a.m.
Location: Courtroom 9D, 9th Floor
Hon. George H. Wu

1 Before the Court is Plaintiffs’ Motion for Preliminary Approval of Class Action
2 Settlement (“Motion”) and Plaintiffs’ Supplemental Brief in Support of Unopposed
3 Motion for Preliminary Approval of Class Action Settlement. ECF Nos. 54, 66. Having
4 reviewed the Motion, Supplemental Briefing, declarations submitted in support thereof,
5 the proposed Settlement Agreement and accompanying exhibits (the “Settlement”), and
6 applicable authority, the Court finds that the Settlement is fair, adequate, and reasonable.
7 Accordingly, with good cause appearing, the Court hereby GRANTS preliminary
8 approval of the Settlement and ORDERS as follows:

9 1. **Settlement Terms.** The Court, for purposes of this Preliminary Approval
10 Order, adopts all defined terms as set forth in the Settlement.

11 2. **Jurisdiction.** The Court has jurisdiction over the subject matter of the
12 Action and over all parties to the Action, including all members of the Settlement Class.

13 3. **Preliminary Approval of Proposed Settlement Agreement.** Subject to
14 further consideration by the Court at the time of the Final Approval Hearing, the Court
15 preliminarily approves the Settlement as fair, reasonable, and adequate to the Settlement
16 Class, as falling within the range of possible final approval, and as meriting submission
17 to the Settlement Class for its consideration. The Court also finds the Settlement
18 Agreement: (a) is the result of serious, informed, non-collusive, arms-length
19 negotiations, involving experienced counsel familiar with the legal and factual issues
20 of this case and (b) appears to meet all applicable requirements of law, including Fed.
21 R. Civ. P. 23. Therefore, the Court grants preliminary approval of the Settlement.

22 4. **Class Certification for Settlement Purposes Only.** For purposes of the
23 Settlement only, the Court conditionally certifies the Settlement Class, as described
24 below:

25 The Nationwide Class is defined as:

26
27 All persons whose Private Information was accessed, compromised, or
28 stolen in the Data Security Incident announced by Defendant on January
7, 2025.

1
2 The California Subclass is defined as:

3
4 All persons who were citizens of California when doing business with
5 Defendant, whose Private Information was accessed, compromised, or
6 stolen in the Data Security Incident announced by Defendant on January
7, 2025.

7 Excluded from the Class are officers and directors of Defendant, Class Counsel,
8 the presiding judges, and any members of the presiding judges' immediate family and
9 judicial staff.

10 5. The Court preliminarily finds, solely for purposes of considering this
11 Settlement, with respect to the monetary relief portions of the Settlement Agreement
12 that: (a) the number of Settlement Class members is so numerous that joinder of all
13 members thereof is impracticable; (b) there are questions of law and fact common to
14 the Settlement Class; (c) the claims of the named representatives are typical of the
15 claims of the Settlement Class they seek to represent; (d) the Plaintiffs will fairly and
16 adequately represent the interests of the Settlement Class; (e) the questions of law and
17 fact common to the Settlement Class predominate over any questions affecting only
18 individual members of the Settlement Class; and, (f) a class action is superior to other
19 available methods for the fair and efficient adjudication of the controversy

20 6. **Class Representatives.** The Court orders that G.E., Donald Hatch,
21 Bradley Anderson, Daniel Martinez, Lorenzo Montoya, and Elizabeth Orozco-Preza are
22 appointed as the Representative Plaintiffs.

23 7. **Class Counsel.** The Court also orders that Thomas Loeser of Cotchett Pitre
24 McCarthy, LLP and Ryan J. Clarkson, Yana Hart, and Bryan P. Thompson, of Clarkson
25 Law Firm, P.C. are appointed as Class Counsel. The Court preliminarily finds that the
26 Representative Plaintiffs and Class Counsel fairly and adequately represent and protect
27 the interests of the absent Settlement Class members in accordance with Fed. R. Civ. P.
28 23.

1 8. **Class Notice.** The Court finds that the Settlement as set forth in the
2 Settlement Agreement falls within the range of reasonableness and warrants providing
3 notice of such Settlement to the members of the Settlement Class and accordingly, the
4 Court, pursuant to Fed. R. Civ. P. 23(c) and (e), preliminarily approves the Settlement
5 upon the terms and conditions set forth in the Settlement Agreement. The Court
6 approves, as to form and content, the notices and claim form substantially in the form
7 attached to the Settlement Agreement. Non-material modifications to the notices and
8 claim form may be made by the Claims Administrator without further order of the Court,
9 so long as they are approved by the Parties and consistent in all material respects with
10 the Settlement Agreement and this Order.

11 9. The Court finds that the plan for providing notice to the Settlement Class
12 (the “Notice Program”) described in the Settlement Agreement constitutes the best
13 notice practicable under the circumstances and constitutes due and sufficient notice to
14 the Settlement Class of the terms of the Settlement Agreement and the Final Approval
15 Hearing and complies fully with the requirements of the Federal Rules of Civil Procedure,
16 the United States Constitution, and any other applicable law. The Court directs that the
17 Notice Program will commence no later than thirty (30) days from the date of this
18 Preliminary Approval Order (the “Notice Commencement Date”).

19 10. The Court further finds that the Notice Program adequately informs
20 members of the Settlement Class of their right to exclude themselves from the
21 Settlement Class so as not to be bound by the terms of the Settlement Agreement. Any
22 member of the Class who desires to be excluded from the Settlement Class, and
23 therefore not bound by the terms of the Settlement Agreement, must submit a timely
24 and valid written notice of intent to opt out pursuant to the instructions set forth in the
25 Class Notice.

26 11. **Claims Administrator.** The Court appoints Eisner Advisory Group, LLC
27 (“EAG”) as the Claims Administrator. EAG shall be required to perform all duties of
28 the Claims Administrator as set forth in the Settlement Agreement and this Order. The

1 Claims Administrator shall post the Long Form Notice on the Settlement Website.

2 12. **Objection and “Opt-Out” Deadline.** Settlement Class Members who
3 wish to object to the Settlement or to exclude themselves from the Settlement must do
4 so by the Objection Deadline and Opt-Out Deadline, which is August 26, 2026. Any
5 Settlement Class Member who submits an Opt-Out and a Claim Form shall not be
6 entitled to receive any monetary payment, object to the Settlement Agreement, or
7 appear at the Final Approval Hearing. His or her claim shall not be considered a Valid
8 Claim.

9 13. **Exclusion from the Settlement Class.** Settlement Class members who
10 wish to opt out of and be excluded from the Settlement must timely submit a written
11 notice to the Claims Administrator of such intent by (a) mailing it with a postmark by
12 the Opt-Out Date to the designated Post Office box established by the Claims
13 Administrator or (b) emailing it to the Claims Administrator using the email address
14 provided on the Settlement Website no later than the Opt-Out Deadline, which is
15 August 26, 2026. To be effective, the written opt-out notice must include the following:
16 (a) the requestor’s name, address and email address; (b) the requestor’s individual
17 signature; (c) the name and number of this Litigation (e.g., “*IN RE: STIIIZY INC., DATA*
18 *BREACH SECURITY LITIGATION*, Case No. 2:25-cv-00490-GW-SSC (C.D. Cal.”);
19 and (d) a statement that clearly manifests his or her wish to be excluded from the
20 Settlement Class for purposes of this Settlement. One person may not opt out someone
21 else and so-called “class” or “mass” opt-outs shall not be permitted or recognized. The
22 Claims Administrator shall periodically notify Class Counsel and Defendant’s counsel
23 of any notices of intention to opt out.

24 14. All Settlement Class members who submit a timely, valid notice of intent
25 to opt out will be excluded from the Settlement Class and bound by neither the terms of
26 the Settlement Agreement nor the release of any claims pursuant to the Settlement
27 Agreement or any judgment. All Settlement Class Members who do not submit a timely,
28 valid notice of intent to opt out will be bound by the Settlement Agreement and the

1 Judgment, including the release of any claims pursuant to the Settlement Agreement.

2 15. **Objections to the Settlement.** Any objection to the Settlement must be in
3 writing. All written objections and supporting papers must be submitted to the Claims
4 Administrator by (a) mailing it with a postmark by the Objection Date to the designated
5 Post Office box established by the Claims Administrator or (b) emailing it to the Claims
6 Administrator using the email address provided on the Settlement Website and served
7 on the Claims Administrator on or before the Objection Deadline, which is August 26,
8 2026. To be effective all objections shall clearly state: (i) the objector's full name and
9 address; (ii) the case name and number, *IN RE: STIIZY INC., DATA BREACH*
10 *SECURITY LITIGATION*, Case No. 2:25-cv-00490-GW-SSC (C.D. Cal.); (iii)
11 information identifying the objector as a Class Member, including proof that the
12 objector is a Class Member (e.g., copy of the objector's settlement notice, copy of
13 original notice of the Data Security Incident, or a statement explaining why the objector
14 believes the or she is a Class Member); (iv) a written statement of all grounds for the
15 objection, accompanied by any legal support for the objection the objector believes
16 applicable; (v) the identity of any and all counsel representing the objector in connection
17 with the objection; (vi) a statement whether the objector and/or his or her counsel will
18 appear at the Final Fairness Hearing; and (vii) the objector's signature or the signature
19 of the objector's duly authorized attorney or other duly authorized representative (if any)
20 representing him or her in connection with the objection. To be timely, written notice
21 of an objection that substantially complies with (i)–(vii) must be submitted to the Claims
22 Administrator by either email or USPS mail, to an address indicated on the Notice and
23 Website, and received prior to the Objection Date.

24 16. Any Settlement Class Member who does not make a valid written
25 objection as set forth by the Settlement shall be deemed to have waived any and all
26 rights to appear separately and/or object to the Settlement Agreement, and shall be
27 foreclosed from making any objection to the fairness or adequacy of or from seeking
28 review by any means, including an appeal, of the Settlement or the Settlement

1 Agreement terms.

2 17. **Submission of Claims.** To receive a Claim Payment, the Settlement Class
 3 Members must follow the directions in the Notice and file a claim with the Claims
 4 Administrator by the Claims Deadlines, which is September 10, 2026. Settlement Class
 5 Members who do not submit a valid claim will not receive a Claim Payment and will
 6 be bound by the Settlement.

7 18. **Schedule of Events.** The following events shall take place as indicated in
 8 the chart below:

EVENT	DATE
Last day for Defendant to provide Class Member Information to the Claims Administrator	No later than June 2, 2026
Settlement Funding (deadline to fund non-reversionary cash settlement)	Payment of \$750,000 by June 27, 2026, \$1,100,000 by August 26, 2026, and \$1,100,000 by September 30, 2026
Notice Date (the date the Claims Administrator must commence Class Notice)	June 27, 2026
Motions for Attorneys’ Fees, Reimbursement of Expenses, and Service Payments to be filed by Plaintiffs’ Counsel	August 12, 2026
Objection Deadline (filing deadline for Objections)	August 26, 2026
Exclusion Deadline (deadline to submit Opt-Outs)	August 26, 2026
Claims Deadline (submission deadline for Claims)	September 10, 2026
Motion for Final Approval	September 17, 2026
Final Approval Hearing	October 19, 2026, at 8:30 a.m.

27 19. **Authority to Extend.** The Court may, for good cause, extend any of the
 28 deadlines set forth in this Preliminary Approval Order without further notice to the

1 Settlement Class Members. The Final Approval Hearing may, from time to time and
2 without further notice to the Settlement Class, be continued by order of the Court.

3 20. If, for any reason, the Settlement Notice Date does not or cannot
4 commence at the time specified above, the Parties will confer in good faith and
5 recommend a corresponding extension of the Claims Deadline and, if necessary,
6 appropriate extensions to the Objection and Opt-Out deadlines, to the Court.

7 21. **Notice to appropriate federal and state officials.** The Claims
8 Administrator shall, within ten (10) calendar days of the entry of this Preliminary
9 Approval Order, prepare and provide the notices required by the Class Action Fairness
10 Act of 2005, Pub. L. 109-2 (2005), including, but not limited to, the notices to the United
11 States Department of Justice and to the Attorneys General of all states in which
12 Settlement Class members reside, as specified in 28 U.S.C. § 1715. Class Counsel and
13 counsel for Defendant shall cooperate in the drafting of such notices and shall provide
14 the Claims Administrator with any and all information in their possession necessary for
15 the preparation of these notices.

16 22. **Final Approval Hearing.** The Court shall conduct a Final Approval
17 Hearing to determine final approval of the Agreement on October 19, 2026, at 8:30 a.m.
18 At the Final Approval Hearing, the Court shall address whether the proposed Settlement
19 should be finally approved as fair, reasonable and adequate, and whether the Final
20 Approval Order and Judgment should be entered; and whether Class Counsel's
21 application for attorneys' fees, costs, expenses and service award should be approved.
22 Consideration of any application for an award of attorneys' fees, costs, expenses and
23 service award shall be separate from consideration of whether or not the proposed
24 Settlement should be approved, and from each other. The Court will not decide the
25 amount of any service award or Class Counsel's attorneys' fees until the Final Approval
26 Hearing. The Final Approval Hearing may be adjourned or continued without further
27 notice to the Class.

28 23. **In the Event of Non-Approval.** In the event that the proposed Settlement

1 is not approved by the Court, the Effective Date does not occur, or the Settlement
2 Agreement becomes null and void pursuant to its terms, this Order and all orders entered
3 in connection therewith shall become null and void, shall be of no further force and
4 effect, and shall not be used or referred to for any purposes whatsoever in this civil
5 action or in any other case or controversy before this or any other Court, administrative
6 agency, arbitration forum, or other tribunal; in such event the Settlement and all
7 negotiations and proceedings directly related thereto shall be deemed to be without
8 prejudice to the rights of any and all of the Parties, who shall be restored to their
9 respective positions as of the date and time immediately preceding the execution of the
10 Settlement.

11 24. **Stay of Proceedings.** With the exception of such proceedings as are
12 necessary to implement, effectuate, and grant final approval to the terms of the
13 Settlement Agreement, all proceedings are stayed in this Action and all Settlement Class
14 members are enjoined from commencing or continuing any action or proceeding in any
15 court or tribunal asserting any claims encompassed by the Settlement Agreement, unless
16 the Settlement Class member timely files a valid notice of intent to opt out as set forth
17 in the Settlement Agreement.

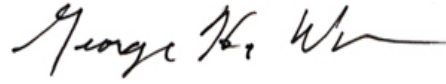
18 25. **No Admission of Liability.** By entering this Order, the Court does not
19 make any determination as to the merits of this case. Preliminary approval of the
20 Settlement Agreement is not a finding or admission of liability by Defendant.
21 Furthermore, the Settlement Agreement and any and all negotiations, documents, and
22 discussions associated with it will not be deemed or construed to be an admission or
23 evidence of any violation of any statute, law, rule, regulation, or principle of common
24 law or equity, or of any liability or wrongdoing by Defendant, or the truth of any of the
25 claims. Evidence relating to the Settlement Agreement will not be discoverable or used,
26 directly or indirectly, in any way, whether in this Action or in any other action or
27 proceeding before this or any other Court, administrative agency, arbitration forum, or
28 other tribunal, except for purposes of demonstrating, describing implementing, or

1 enforcing the terms and conditions of the Agreement, this Order, the Final Approval
2 Order, and the Judgment.

3 26. **Retention of Jurisdiction.** The Court retains jurisdiction over this Action
4 to consider all further matters arising out of or connected with the Settlement Agreement
5 and the settlement described therein.

6
7 IT IS SO ORDERED.

8
9 Dated: May 28, 2026



10 HON. GEORGE H. WU,
11 United States District Judge
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28