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PLAINTIFF/PETITIONER: Kevin Accurso, et al.
 DEFENDANT/RESPONDENT: Western Electrical Contractors Association, Inc.

CASE NUMBER:
 24CV017855

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):
 SEE ATTACHED PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

a. Name of person served:
 SEE ATTACHED PROOF OF SERVICE
 Street address:
 City:
 State and zip code:

c. Name of person served:
 Street address:
 City:
 State and zip code:

b. Name of person served:
 Street address:
 City:
 State and zip code:

d. Name of person served:
 Street address:
 City:
 State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

SEE ATTACHED PROOF OF SERVICE

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

M. Anderson Berry (SBN 262879)
Gregory Haroutunian (SBN 330263)
EMERY REDDY, PC
600 Stewart Street, Suite 1100
Seattle, WA 98101
916.823.6955 (Tel)
206.441.9711 (Fax)
anderson@emeryreddy.com
gregory@emeryreddy.com

FILED
Superior Court of California
County of Sacramento
12/12/2025
V. Aleman, Deputy

Jessica A. Wilkes (*pro hac vice*)
FEDERMAN & SHERWOOD
10205 N. Pennsylvania Avenue
Oklahoma City, OK 73120
Telephone: (405) 235-1560
jaw@federmalaw.com

John J. Nelson (SBN 317598)
MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC
402 W. Broadway, Suite 1760
San Diego, CA 92101
Telephone: (858) 209-6941
jnelson@milberg.com

Catherine Ybarra (SBN 283360)
SIRI & GLIMSTAD, LLP
745 Fifth Avenue, Suite 500
New York, New York 10151
Telephone: (212) 532-1091
cybarra@sirillp.com

Counsel for Plaintiffs and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

KEVIN ACCURSO, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

WESTERN ELECTRICAL
CONTRACTORS ASSOCIATION, INC.,

Defendant.

Case No. 24CV017855
Consolidated with Case Nos. 24CV018189 and
24CV020003

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' AMENDED MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: December 12, 2025
Time: 9:00 a.m. PST
Dept. 22
Reservation No. A-17855-006

1 This matter is before the Court on Plaintiffs' Motion for Preliminary Approval of Class
2 Action Settlement (the "Motion"). Plaintiffs, Jesus Maldonado, Darius Marzette, and Kevin
3 Accurso ("Plaintiffs"), individually and on behalf of the proposed Settlement Class, and Defendant
4 Western Electrical Contractors Association, Inc. ("WECA" or "Defendant" and collectively with
5 Plaintiffs the "Parties") have entered into a Settlement Agreement dated September 3, 2025, that,
6 if approved, would settle the above-captioned Action. Having considered the Motion, the
7 Settlement Agreement together with all exhibits and attachments thereto, the record in this matter,
8 and the briefs and arguments of counsel, IT IS HEREBY ORDERED as follows:

9 1. Unless otherwise defined herein, all terms that are capitalized herein shall have the
10 same meanings ascribed to those terms in the Amended and Superseding Settlement Agreement
11 (the "Settlement Agreement").

12 2. The Court has jurisdiction over this Action, Class Representatives, Defendant,
13 Settlement Class Members, and any party to any agreement that is part of or related to the
14 Settlement Agreement.

15 **PRELIMINARY APPROVAL**

16 3. The Court has reviewed the terms of the proposed Settlement Agreement, the
17 exhibits and attachments thereto, Plaintiffs' Motion, briefs and papers, and the declarations of Class
18 Counsel and the Settlement Administrator. Based on its review of these papers, the Court finds that
19 the Settlement Agreement appears to be the result of serious, informed, non-collusive negotiations.
20 The terms of the Settlement Agreement fall within the range of possible approval as fair, reasonable,
21 and adequate.

22 4. The Court therefore GRANTS preliminary approval of the Settlement Agreement
23 and all of the terms and conditions contained therein.

24 **PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS**

25 5. The Settlement Class consists of approximately 35,290 individuals. Pursuant to Cal.
26 Civ. Proc. Code § 382, the Court preliminarily certifies, for settlement purposes only, the
27 Settlement Class defined in the Settlement Agreement as follows:

28 All individuals residing in the United States whose Personal Information was
identified as accessed and/or acquired by an unauthorized party as a result of the

1 Data Incident, as reflected in Defendant's records, and to whom Defendant provided
2 direct or substitute notice of the Data Incident. Excluded from the Settlement Class
3 are all persons who are: (a) directors and officers of Defendant; (b) the Judge
4 assigned to the Action, that Judge's immediate family, and Court staff; and
5 (c) natural persons who properly execute and submit a Request for Exclusion prior
6 to the expiration of the Opt-Out Period.

7 6. The Court preliminarily finds that the Settlement Class satisfies the requirements of
8 Cal. Civ. Proc. Code § 382 for settlement purposes: (1) the Settlement Class is so numerous that
9 joinder of all members is impracticable; (2) there are questions of law or fact common to the
10 Settlement Class; (3) the Settlement Class Representatives' claims are typical of those of Settlement
11 Class Members; and (4) the Settlement Class Representatives will fairly and adequately protect the
12 interests of the Settlement Class.

13 7. The Court preliminarily finds that the Settlement Class satisfies the requirements of
14 Cal. Civ. Proc. Code § 382 for settlement purposes: (1) the questions of law or fact common to the
15 Settlement Class predominate over individual questions; and (2) class action litigation is superior
16 to other available methods for the fair and efficient adjudication of this controversy.

17 8. The Court hereby appoints Jesus Maldonado, Darius Marzette, and Kevin Accurso,
18 as the Class Representatives.

19 9. The Court hereby appoints as Settlement Class Counsel Jessica A. Wilkes of
20 Federman & Sherwood and Gregory Haroutunian of Emery Reddy, PC as Liaison Class Counsel.

21 **NOTICE AND ADMINISTRATION**

22 10. Pursuant to the Settlement Agreement, the Parties have designated Simpluris, Inc.
23 as the Settlement Administrator. The Settlement Administrator shall perform all the duties of the
24 Settlement Administrator set forth in the Settlement Agreement.

25 11. The Court finds that the Notice Program set forth in the Settlement Agreement
26 satisfies the requirements of due process and Cal. Civ. Proc. Code § 382 and provides the best
27 notice practicable under the circumstances. The Notice Program, including the Postcard Notice and
28 Long Form Notice, are reasonably calculated to apprise Settlement Class Members of the nature of
this Action, the scope of the Settlement Class, the terms of the Settlement Agreement, the right of

1 Settlement Class Members to object to the Settlement Agreement or exclude themselves from the
2 Settlement Class and the process for doing so, and of the Final Approval Hearing. The Court
3 therefore approves the Notice Program and directs the parties and the Settlement Administrator to
4 proceed with providing notice to Settlement Class Members pursuant to the terms of the Settlement
5 Agreement and this Order.

6 12. The Settlement Administrator shall commence the Notice Program within the time
7 required by the Settlement Agreement.

8 13. The Court also approves the Claim Form.

9 **EXCLUSIONS AND OBJECTIONS**

10 14. Settlement Class Members who wish to opt out of and exclude themselves from the
11 Settlement Class may do so by submitting a written request to the Settlement Administrator,
12 postmarked no later than the last day of the Opt-Out Period, which is _____, 2025 (*i.e.*, 60
13 days after the Notice is first distributed). To be valid, the opt-out request must be personally signed
14 by the Settlement Class Member and must include the requestor's name, address, telephone
15 number, and email address (if available), along with a clear statement indicating the request to be
16 excluded from the Settlement Class. The written request must clearly manifest the individual's
17 intent to opt out. All Requests for Exclusion must be submitted individually in connection with a
18 Settlement Class Member, *i.e.*, one request is required for every Settlement Class Member seeking
19 exclusion.

20 15. All Settlement Class Members who do not opt-out and exclude themselves shall be
21 bound by the terms of the Settlement Agreement upon entry of the Final Approval Order and
22 Judgment.

23 16. Settlement Class Members who wish to object in writing to the Settlement must
24 submit a written objection to the Court in accordance with the procedures set forth in the Notice.
25 Objections must be filed or postmarked no later than the last day of the Objection Period,
26 _____, 2025 (*i.e.*, 60 days after the Notice is first distributed), and the relevant Settlement
27 Class Member must not have excluded herself from the Settlement Class. Such written objection
28 must set forth: (i) the objector's full name, mailing address, telephone number, and email address
(if any); (ii) all grounds for the objection, accompanied by any legal support for the objection known

1 to the objector or objector's counsel; (iii) the identity of all counsel (if any) who represent the
2 objector, including any former or current counsel who may claim an entitlement to compensation
3 for any reason related to the objection to the Settlement and/or Motion for Attorneys' Fees, Costs,
4 and Service Awards; (iv) the identity of all counsel (if any) representing the objector, and whether
5 they will appear at the Final Approval Hearing; (v) a list of all persons who will be called to testify
6 at the Final Approval Hearing in support of the objection (if any); (vi) a statement confirming
7 whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
8 (vii) the objector's signature (an attorney's signature is not sufficient).

9 17. To be timely, written objections must be sent to and postmarked or shipped to the
10 Settlement Administrator no later than the last day of the Objection Period, which is _____
11 2025 (*i.e.*, 60 days after the Notice is first distributed). If submitted by U.S. Mail, an objection will
12 be deemed submitted as of the postmark date indicated on the envelope, provided it is sent by first-
13 class mail, postage prepaid, and properly addressed in accordance with the instructions. If submitted
14 by courier (*e.g.*, Federal Express), an objection will be deemed submitted on the shipping date
15 shown on the shipping label.

16 **FINAL APPROVAL HEARING**

17 18. The Court will hold a Final Approval Hearing on April 17, 2026, ~~2025~~, at 9:00
18 a.m., in Department 22:

19 Zoom link: <https://saccourt-ca-gov.zoomgov.com/my/sscdept22>

20 Room: Dept22a

21 Phone: dial (833) 568-8864 ID 16184738886

22 19. At the Final Approval Hearing, the Court will consider whether:
23 (a) the Settlement is fair, reasonable, and adequate; (b) the Settlement Class should be finally
24 certified for settlement purposes; (c) a final judgment should be entered; (d) Class Counsel's motion
25 for attorneys' fees and costs should be granted; and (e) the service award sought for Representatives
26 Plaintiffs should be granted.

27 20. The Court reserves the right to continue the date of the Final Approval Hearing
28 without further notice to Settlement Class Members.

DEADLINES & TERMINATION

Event	Date
Defendant to provide the Settlement Administrator with the Class Member List	Within 10 days after entry of this Order
Notice Program per Settlement Agreement commences	Within 30 days after entry of this Order
Class Counsel's Motion for Attorneys' Fees and Costs and Service Award	No later than 25 court days before the original date set for the Final Approval Hearing
Opt-Out and Objection Deadlines	60 days after the Notice is first distributed
Motion for Final Approval	No later than 16 court days before the original date set for the Final Approval Hearing
Final Approval Hearing	At the Court's convenience <u>April 17, 2026</u> , 2025 (i.e., 120 days after entry of this Order, or shortly thereafter)

21. All proceedings and deadlines in this matter, except those necessary to implement this Order and the settlement, are hereby stayed and suspended until further order of the Court.

22. In the event that the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement: (a) the Settlement Agreement and this Order shall become void, shall have no further force or effect, and shall not be used in the Action or any other proceedings for any purpose other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination; (b) this matter will revert to the status that existed before execution of the Settlement Agreement; and (c) no term or draft of the Settlement Agreement or any part of the Settling Parties' settlement discussions, negotiations or documentation (including any briefs filed in support of preliminary or final approval of the settlement) shall (i) be admissible into evidence for any purpose in this Action or in any other action or proceeding other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination, (ii) be deemed an admission or concession by any Settling Party regarding the validity of any of the Released Claims or the propriety of certifying any class against Defendant, or (iii) be deemed an admission or concession by any Settling Party regarding the truth or falsity of any facts alleged in the Action or the availability or lack of availability of any defense to the Released Claims.

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IT IS SO ORDERED.

Dated: 12/12/25



HON. LAURI A. DAMRELL
JUDGE OF THE SUPERIOR COURT

3 **PROOF OF SERVICE**
4 **[CCP §1013 et seq.]**

5 The undersigned declares:

6 I am employed in the County of Sacramento, State of California. I am over the age of 18
7 years and not a party to the within action; I am employed by Emery Reddy, PC, Seattle WA 98101.

8 On the date set forth below, I served the foregoing document(s) described as:

9 **NOTICE OF ENTRY OF ORDER**
10 **(Re 12/12/25 Order Granting Preliminary Approval of Settlement)**

- 11 ☐ **by mail** on the following party(ies) in said action, in accordance with Code of Civil
12 Procedure § 1013(a), by placing a true copy thereof enclosed in a sealed envelope in a
13 designated area for outgoing mail, addressed as set forth below. Mail placed in that
14 designated area is given the correct amount of postage and is deposited that same day, in the
15 ordinary course of business, in a United States mailbox in the City of Sacramento,
16 California;
- 17 ☐ **by personally delivering** a true copy thereof, in accordance with Code of Civil Procedure
18 § 1011, to the person(s) and at the address(es) set forth below;
- 19 ☐ **by overnight delivery** on the following party(ies) in said action, in accordance with Code of
20 Civil Procedure § 1013(c), by placing a true copy thereof enclosed in a sealed envelope, with
21 delivery fees paid or provided for, and delivering that envelope to an overnight express
22 service carrier as defined in Code of Civil Procedure § 1013(c);
- 23 ☒ **by electronic transmission** in accordance with Code of Civil Procedure § 1010.6, to the
24 following party(ies) at the email address(es) indicated. The transmitting email address is
25 listed in the signature block below;

26 addressed to the person(s) on whom it is to be served, whose name(s) and address(es) are listed
27 below:

28 Catherine Ybarra (SBN 283360) SIRI & GLIMSTAD, LLP 745 Fifth Avenue, Suite 500 New York, New York 10151 Telephone: (212) 532-1091 <i>cybarra@sirillp.com</i>	Counsel for Plaintiff(s)
Jessica A. Wilkes FEDERMAN & SHERWOOD 10205 N. Pennsylvania Avenue Oklahoma City, OK 73120 Telephone: (405) 235-1560 <i>jaw@federmanlaw.com</i>	Counsel for Plaintiff(s)
John J. Nelson (SBN 317598) MILBERG, PLLC	Counsel for Plaintiff(s)

280 S Beverly Dr, PH Beverly Hills, CA 90212-3905 Telephone: (858) 209-6941 jnelson@milberg.com	
Christopher J. Weber Danielle A. Ocampo Freeman Mathis & Gary, LLP 550 S. Hope St., Suite 2200 Los Angeles, CA 90071 Tel: 213.615.7049 christopher.weber@fmglaw.com danielle.ocampo@fmglaw.com	Counsel for Defendant

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on December 22, 2025 at Sacramento, California.

/s/ Lori Martin

LORI MARTIN
(lori@emeryreddy.com)