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** Pro Hac Vice pending*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KERN

KRISTI NELSON & HEATHER VELEZ, on
 behalf of themselves and all others similarly
 situated,

Plaintiffs,

vs.

VASINDAS' AROUND THE CLOCK CARE,
 INC.,

Defendant.

Case No. BCV-24-102900

*[Assigned for All Purposes to:
 Hon. T. Mark Smith; Dept. T-2]*

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

Date: July 16, 2026
 Time: 8:30 A.M.
 Dept. T-2

Complaint Filed: September 20, 2024
 Trial Date: None

This matter is before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"). Plaintiffs Kristi Nelson and Heather Velez ("Plaintiffs"), individually and on behalf of the proposed Settlement Class, and Defendant Vasindas' Around the Clock Care Inc. ("Defendant") have entered into a Settlement Agreement dated that, if approved, would settle the above-captioned litigation. Having considered the Motion, the Settlement Agreement together with all exhibits

1 and attachments thereto, the record in this matter, and the briefs and arguments of counsel, IT IS HEREBY
2 ORDERED as follows:

3 1. Unless otherwise defined herein, all terms that are capitalized herein shall have the same
4 meanings ascribed to those terms in the Settlement Agreement.

5 2. The Court has jurisdiction over this litigation, Settlement Class Representatives,
6 Defendant, Settlement Class Members, and any party to any agreement that is part of or related to the
7 Settlement Agreement.

8 **PRELIMINARY APPROVAL**

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

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

16 **PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS**

17 5. Pursuant to Cal. Civ. Proc. Code § 382, the Court preliminarily certifies, for settlement
18 purposes only, the Settlement Class defined in the Settlement Agreement as follows:

19 all citizens of the United States who were sent notice that their Personal Information
20 was actually or potentially accessed and/or compromised in the Data Incident.

21 The Settlement Class consists of approximately 21,602 individuals.

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

27 7. The Court preliminarily finds that the Settlement Class satisfies the requirements of Cal.
28 Civ. Proc. Code § 382 for settlement purposes: (1) the questions of law or fact common to the Settlement
Class predominate over individual questions; and (2) class action litigation is superior to other available

1 methods for the fair and efficient adjudication of this controversy.

2 8. The Court hereby appoints Kristi Nelson and Heather Velez as the Settlement Class
3 Representatives.

4 9. The Court hereby appoints as Settlement Class Counsel John J. Nelson of Milberg, PLLC
5 and Leigh S. Montgomery of Ellzey Kherkher Sanford Montgomery LLP.

6 **NOTICE AND ADMINISTRATION**

7 10. Pursuant to the Settlement Agreement, the Parties have designated Simpluris as the
8 Settlement Administrator. The Settlement Administrator shall perform all the duties of the Claims
9 Administrator set forth in the Settlement Agreement.

10 11. The Court finds that the Short Form and Long Form Notice and Notice Program set forth
11 in the Settlement Agreement satisfy the requirements of due process and Cal. Civ. Proc. Code § 382 and
12 provide the best notice practicable under the circumstances. The Short Form and Long Form Notice and
13 Notice Program are reasonably calculated to apprise Settlement Class Members of the nature of this
14 Litigation, the scope of the Settlement Class, the terms of the Settlement Agreement, the right of
15 Settlement Class Members to object to the Settlement Agreement or exclude themselves from the
16 Settlement Class and the process for doing so, and of the Final Approval Hearing. The Court therefore
17 approves the Short Form and Long Form Notice and Notice Program and directs the parties and the
18 Settlement Administrator to proceed with providing notice to Settlement Class Members pursuant to the
19 terms of the Settlement Agreement and this Order.

20 12. The Settlement Administrator shall commence the Settlement Program within the time
21 required by the Settlement Agreement.

22 13. The Court also approves the Claim Form.

23 **EXCLUSIONS AND OBJECTIONS**

24 14. Settlement Class Members who wish to opt-out and exclude themselves from the
25 Settlement Class may do so by notifying the Settlement Administrator in writing, postmarked no later than
26 60 days after the Notice Date. To be valid, a member of the Settlement Class must timely send a written
27 request for exclusion to the Settlement Administrator by U.S. Mail providing his/her name, address, and
28 telephone number; the name and number of this case; a statement that he/she wishes to be excluded from
the Settlement Class; and their wet signature.

1 15. The written notice must clearly manifest a Person's intent to opt-out of the Settlement
2 Class. All Requests for Exclusion must be submitted individually in connection with a Settlement Class
3 Member, *i.e.*, one request is required for every Settlement Class Member seeking exclusion.

4 16. All Settlement Class Members who do not opt out and exclude themselves shall be bound
5 by the terms of the Settlement Agreement upon entry of the Final Approval Order and Judgment.

6 17. Settlement Class Members who wish to object to the Settlement may do so by filing a
7 written objection to the Court in accordance with the procedures outlined in the Long Form Notice, filed
8 or postmarked no later than 60 days after the Notice Date. Any Settlement Class Member wishing to
9 comment on or object to the Settlement Agreement shall submit a timely written notice of his or her
10 objection by the Objection Date. The person making an objection shall file notice of his/her intention to
11 do so and at the same time: (1) file copies of such papers he/she proposes to submit at the Final Approval
12 Hearing with the Clerk of the Court; and (2) send copies of such papers to the Settlement Administrator.
13 A copy of the objection must also be mailed to the Settlement Administrator, on or before the
14 Objection/Exclusion Deadline, at the address that the Settlement Administrator will establish to receive
15 requests for exclusion or objections, Claim Forms, and any other communication relating to this
16 Settlement.

17 18. Any Settlement Class Member who intends to object to this Settlement must include in any
18 such objection: (1) his/her full name, address, and current telephone number; (2) the name and number of
19 this case; (3) all grounds for the objection, with factual and legal support for the stated objection, including
20 any supporting materials; (4) the identification of any other objections he/she has filed, or has had filed
21 on his/her behalf, in any other class action cases in the last four years; (5) whether the objector intends to
22 appear at the Final Approval Hearing; (6) the objector's wet signature. If represented by counsel, the
23 objecting Settlement Class Member must also provide the name and telephone number of his/her counsel;
24 and (7) any objector or objector's counsel who uses artificial intelligence to assist in researching or
25 drafting the objection must disclose its use and what platform(s) was used. If the objecting Settlement
26 Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he/she
27 must state as such in the written objection, and must also identify any witnesses he/she may call to testify
28 at the Final Approval Hearing and all exhibits he/she intends to introduce into evidence at the Final
Approval Hearing, which must also be attached to, or included with, the written objection.

1 19. Any Settlement Class Member who does not timely submit a written objection in
2 accordance with these procedures and the procedures detailed in the notice provided to Settlement Class
3 Members and Settlement Agreement shall be deemed to have waived any objection, shall not be permitted
4 to object to the settlement, and shall be precluded from seeking any review of the Settlement Agreement
5 and/or the Final Approval Order by appeal or other means.

6 **FINAL APPROVAL HEARING**

8:30 am

7 20. The Court will hold a Final Approval Hearing on ~~December 3, 2026~~ ^{2026 at XXX} a.m., in
8 Department T-2.

9 21. At the Final Approval Hearing, the Court will consider whether:
10 (a) the Settlement is fair, reasonable, and adequate; (b) the Settlement Class should be finally certified for
11 settlement purposes; (c) a final judgment should be entered; (d) Class Counsels' motion for attorneys' fees
12 and costs should be granted; and (e) the service award sought for Representative Plaintiffs should be
13 granted.

14 22. The Court reserves the right to continue the date of the Final Approval Hearing without
15 further notice to Settlement Class Members.

16 **DEADLINES, INJUNCTION & TERMINATION**

Event	Date
Defendant to provide Settlement Class Member data to Settlement Administrator	14 days after entry of this Order
Notice Program per Settlement Agreement commences (Notice Date)	30 days after entry of this Order
Class Counsel's Motion for Attorneys' Fees and Costs and Service Award	14 days prior to the Objection/Exclusion Deadline
Objection/Exclusion Deadline	60 days after the Notice Date
Motion for Final Approval	14 days prior to the Final Approval Hearing
Replies in Support of Motion for Final Approval and Motion for Attorneys' Fees and Costs and Service Award	14 days prior to the Final Approval Hearing
Final Approval Hearing	At the Court's convenience at least 120 days after entry of this Order

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

3 24. All Settlement Class Members who do not validly opt out and exclude themselves are
4 hereby enjoined from pursuing or prosecuting any of the Released Claims as set forth in the Settlement
5 Agreement until further order of the Court.

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

18 **IT IS SO ORDERED.**

19
20 Dated: July 16, 2026



HON. T. MARK SMITH
JUDGE OF THE SUPERIOR COURT