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12 By R. Hall Deputy Clerk

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24 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
25
26 **FOR THE COUNTY OF PLACER**

27 JENNIFER BENTE, RAYMOND BENTE,
28 MARY GRAHAM, ALEXANDRA
CORONA, and CAMERON CORONA, on
behalf of themselves and all others similarly
situated,

Case No. S-CV-0050671

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

Plaintiffs,

vs.

GRANITE WELLNESS CENTERS,

Defendant.

Action Filed: June 13, 2023

1 WHEREAS, the above-styled Action was filed on June 13, 2023;

2 WHEREAS, Plaintiffs Jennifer Bente, Raymond Bente, Mary Graham, Alexandra Corona,
3 and Cameron Corona (“Plaintiffs”), individually and on behalf of themselves and the proposed
4 Settlement Class (defined below), and Defendant Granite Wellness Centers (“GWC” or
5 “Defendant”) (collectively, the “Settling Parties”), have entered into a Settlement Agreement and
6 Release (“Settlement Agreement”) resolving the Action, subject to Court approval;

7 WHEREAS, the Action was settled as a result of arm’s-length negotiations, investigation,
8 and informal discovery sufficient to permit counsel and the Court to act knowingly, and counsel
9 are well experienced in similar class action litigation;

10 WHEREAS, Plaintiffs, the proposed Class Representatives, have moved the Court for
11 entry of an order preliminarily approving the Settlement, conditionally certifying the Settlement
12 Class for settlement purposes only, and approving the form and method of notice upon the terms
13 and conditions set forth in the Settlement Agreement, together with all exhibits thereto; and

14 WHEREAS, the Court having considered the Settlement Agreement, together with all
15 exhibits thereto and records in this case, and the arguments of counsel, and for good cause
16 appearing, hereby orders as follows:

17 **I. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS**

18 1. Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement
19 is **GRANTED**. The terms defined in the Settlement Agreement shall have the same meanings in
20 this Order.

21 2. Having made the findings set forth below, the Court conditionally certifies the
22 following Class for settlement purposes only:

23 All individuals residing in the United States whose personally identifiable
24 information or protected health information was accessed or acquired without
25 authorization during the data security incident that occurred on January 5, 2021 (the
“Data Security Incident”).

26 3. Excluded from the Settlement Class are: (1) the Judge(s) presiding over the Action
27 and members of their immediate families; (2) GWC and its affiliates, including its subsidiaries,
28 parent companies, successors, and predecessors, any Entity in which GWC has a controlling

1 interest, and its current or former officers and directors; (3) natural persons who properly execute
2 and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the
3 successors or assigns of any such excluded natural person.

4 4. For settlement purposes only, with respect to the Settlement Class, the Court
5 preliminary finds the prerequisites for a class action pursuant to California Code of Civil Procedure
6 section 382 have been met, in that: (a) the Settlement Class is so numerous that joinder of all
7 individual Class members in a single proceeding is impracticable; (b) questions of law and fact
8 common to all Class Members predominate over any potential individual questions; (c) the claims
9 of the Class Representatives are typical of the claims of the Settlement Class; (d) Class
10 Representatives and proposed Class Counsel will fairly and adequately represent the interests of
11 the Settlement Class; and (e) a class action is the superior method to fairly and efficiently
12 adjudicate this controversy.

13 5. The Court hereby appoints Plaintiffs as Class Representatives for the Settlement
14 Class.

15 6. The Court hereby appoints Rachele R. Byrd of Wolf Haldenstein Adler Freeman &
16 Herz LLP, and Gregory Haroutunian of Emery Reddy, PC, as Class Counsel.

17 **II. PRELIMINARY APPROVAL**

18 7. The terms of the Settlement, including its proposed release, are preliminarily
19 approved as within the range of fair, reasonable, and adequate; are sufficient to warrant providing
20 notice of the Settlement to the Settlement Class in accordance with the Notice Plan; and are subject
21 to further and final consideration at the Final Approval Hearing provided for below. In making
22 this determination, the Court considered the fact that the Settlement is the product of arm's-length
23 negotiations facilitated by a neutral mediator and conducted by experienced and knowledgeable
24 counsel, the current posture of the Action, the benefits of the Settlement to the Settlement Class,
25 and the risks and benefits of continuing litigation to the Parties and the Settlement Class.

26 8. As provided for in the Settlement Agreement, if the Court does not grant final
27 approval of the Settlement or if the Settlement is terminated or cancelled in accordance with its
28 terms, then the Settlement, and the conditional certification of the Settlement Class for settlement

1 purposes only provided for herein, will be vacated and the Action shall proceed as though the
2 Settlement Class had never been conditionally certified for settlement purposes only, with no
3 admission of liability or merit as to any issue, and no prejudice or impact as to any party's position
4 on the issue of class certification or any other issue in the case.

5 **III. NOTICE OF THE SETTLEMENT TO THE SETTLEMENT CLASS**

6 9. The Court appoints Angeion Group as the Settlement Administrator. The
7 responsibilities of the Settlement Administrator are set forth in the Settlement Agreement.

8 10. The Court has considered the Notice provisions of the Settlement, the Notice Plan
9 set forth in the Settlement Agreement and the Short Form Notice and Long Form Notice, attached
10 as Exhibits B and C to the Settlement Agreement, respectively. The Court finds that the manner
11 set forth in the Notice Plan is the best notice under the circumstances, constitutes due and sufficient
12 notice of the Settlement and this Order to all persons entitled thereto, and is in full compliance
13 with applicable law and due process. The Court approves as to form and content the Short Form
14 Notice and Long Form Notice, attached as **Exhibits B and C**, respectively, to the Settlement
15 Agreement. The Court orders the Settlement Administrator to commence the Notice Plan
16 following entry of this Order in accordance with the terms of the Settlement Agreement.

17 11. The Court approves as to form and content the Claim Form attached as **Exhibit A**
18 to the Settlement Agreement.

19 12. Class Members who qualify for and wish to submit a Claim Form under the
20 Settlement shall do so in accordance with the requirements and procedures of the Settlement
21 Agreement and the Claim Form under which they are entitled to seek relief. The Claims Deadline
22 is 90 days after the Notice Date. All Class Members who fail to submit a claim in accordance with
23 the requirements and procedures of the Settlement Agreement and respective Claim Form shall be
24 forever barred from receiving any such benefit but will in all other respects be subject to and bound
25 by the provisions of the Settlement and the releases contained therein.

26 **IV. REQUESTS FOR EXCLUSION FROM THE SETTLEMENT CLASS**

27 13. Each person wishing to opt out of the Settlement Class must individually sign and
28 timely submit written notice of such intent to the designated Post Office box established by the

1 Settlement Administrator. The written notice must clearly manifest the Class Member's intent to
2 be excluded from the Settlement Class. To be effective, written notice must be postmarked no later
3 than the end of the Opt-Out Period, which is 60 days after the Notice Date.

4 14. Persons who submit valid and timely notices of their intent to be excluded from the
5 Settlement Class shall neither receive any benefits of nor be bound by the terms of the Settlement.

6 15. Persons falling within the definition of the Settlement Class who do not timely and
7 validly request to be excluded from the Settlement Class shall be bound by the terms of the
8 Settlement, including its releases, and all orders entered by the Court in connection therewith.

9 **V. OBJECTIONS**

10 16. Each Class Member desiring to object to the Settlement must submit a timely
11 written notice of his or her objection to the Settlement Administrator the designated Post Office
12 box established by the Settlement Administrator. Such notice must: (a) state the Class Member's
13 full name, current mailing address, and telephone number; (b) include proof that the Class Member
14 is a member of the Settlement Class (e.g., copy of the Settlement Notice, copy of the original notice
15 of the Data Security Incident); (c) identify the specific factual and legal grounds for the objection;
16 (d) identify all counsel representing the Class Member, if any; (e) include a list, including case
17 name, court, and docket number, of all other cases in which the objector and/or the objector's
18 counsel has filed an objection to any proposed class action settlement in the past five (5) years;
19 and (f) contain a statement regarding whether the Class Member (or counsel of his or her choosing)
20 intends to appear at the Final Approval Hearing.

21 17. To be timely, written notice of an objection in appropriate form must be mailed and
22 postmarked no later than the Objection Deadline, which is 60 days after the Notice Date, to the
23 Settlement Administrator at the address set forth in the Class Notice.

24 18. Unless otherwise ordered by the Court, any Class Member who does not timely
25 object in the manner prescribed above shall be deemed to have waived all such objections and
26 shall forever be foreclosed from making any objection to the fairness, adequacy, or reasonableness
27 of the Settlement, including its releases, the Order and Judgment approving the Settlement, and
28 Class Counsel's motion for a Fee Award and Costs and Named Plaintiffs' Service Awards.

1 **VI. THE FINAL APPROVAL HEARING**

2 19. The Court will hold a Final Approval Hearing on April 28, 2026 at 8:30 a.m. in
3 Department 42 of the Placer Courthouse, located at 10820 Justice Center Drive, Roseville, CA
4 95678, to consider: (a) whether certification of the Settlement Class for settlement purposes only
5 should be confirmed; (b) whether the Settlement should be approved as fair, reasonable, adequate
6 and in the best interests of the Settlement Class; (c) the application by Class Counsel for an award
7 of attorneys' fees, costs and expenses as provided for under the Settlement; (d) the application for
8 Class Representatives' service awards as provided for under the Settlement; (e) whether the release
9 of Released Claims as set forth in the Settlement should be provided; (f) whether the Court should
10 enter the [Proposed] Final Approval Order and [Proposed] Judgment; and (g) ruling upon such
11 other matters as the Court may deem just and appropriate. The Final Approval Hearing may, from
12 time to time and without further notice to Class Members, be continued or adjourned by order of
13 the Court.

14 20. The related time periods for events preceding the Final Approval Hearing are as
15 follows:

Event	Timing
GWC to provide Settlement Administrator with Class Member List	No later than ten (10) days after entry of this Order
Notice Date	Within thirty (30) days after entry of this Order
Claims Deadline	Ninety (90) days after the Notice Date
Opt-Out Deadline	Sixty (60) days after the Notice Date
Objection Deadline	Sixty (60) days after the Notice Date
Motion for Attorneys' Fees and Expenses and Service Awards	Fourteen (14) days prior to the Objection Deadline
Motion for Final Approval	April 6, 2026 [Sixteen (16) court days prior to the Final Approval Hearing]
Final Approval Hearing	April 28, 2026

24 21. Any action brought by a Class Member concerning a Released Claim shall be
25 stayed pending final approval of the Settlement.

26 **IT IS SO ORDERED.**

27 Dated: 11/12/2025



/s/ Hon. Trisha Hirashima
HON. TRISHA J. HIRASHIMA
JUDGE OF THE SUPERIOR COURT