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SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO				
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BRANCH NAME:				
PLAINTIFF/PETITIONER: KIMBERLY A. BOHANNON, et al.				
DEFENDANT/RESPONDENT: LYON REAL ESTATE				
NOTICE OF ENTRY OF JUDGMENT OR ORDER				
<p>(Check one): <input checked="" type="checkbox"/> UNLIMITED CASE <input type="checkbox"/> LIMITED CASE</p> <p>(Amount demanded exceeded \$35,000) (Amount demanded was \$35,000 or less)</p>				
Case Number: 23CV009153				

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): October 3, 2025
2. A copy of the judgment, decree, or order is attached to this notice.

Date: October 3, 2025

M. Anderson Berry, Esq.

(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)

▶ /s/ M. Anderson Berry

(SIGNATURE)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Gordon D. Schaber Superior Court, Department 22

JUDICIAL OFFICER: HONORABLE LAURI A. DAMRELL

Courtroom Clerk: V. Aleman
Court Attendant: J. Flores

CSR: NONE

23CV009153

October 3, 2025
9:00 AM

BOHANNON, et al.

vs

LYON REAL ESTATE

MINUTES

APPEARANCES:

No Appearances

NATURE OF PROCEEDINGS: Hearing on Motion for Preliminary Approval of Settlement Class Action Settlement

COURT RULING:

There being no request for oral argument the Court affirmed the tentative ruling.

TENTATIVE RULING:

Plaintiffs Kimberly A. Bohannon and Mark Aussieker's ("Plaintiffs") motion for preliminary approval of the Parties' class action settlement is UNOPPOSED and GRANTED, as follows.

Hearing on Motion for Final Approval of Settlement is scheduled for 03/13/2026 at 9:00 AM in Department 22 at Gordon D. Schaber Superior Court.

The Court has provided specific direction on the information and argument the Court requires to grant a motion for preliminary and final approval of a class action settlement. The Parties shall carefully review the Checklist for Approval of Class Action Settlements and fully comply with each applicable item to ensure a prompt ruling from the Court.

Background

On September 26, 2023, Plaintiff filed a complaint against Defendant Lyon Real Estate ("Defendant"). (Complaint.) Plaintiff's claims arise out of the storing of her personally identifying information ("PII") by Defendant, which she alleges was in connection with her employment with Defendant. (*Ibid.*) On February 16, 2024, Plaintiff filed a First Amended Complaint ("FAC") alleging the same 8 causes of action and adding Plaintiff

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Mark Aussiker, effectively mooting Defendant's first demurrer. (FAC.)

Defendant then demurred to Plaintiffs' FAC. On April 12, 2024, the Court sustained as to the cause of action for invasion of privacy and the cause of action for breach of confidence. (4-12-24 Minute Order.) The Court otherwise overruled Defendant's demurrer. (*Ibid.*) Plaintiffs filed the operative Second Amended Complaint ("SAC") on April 29, 2024, alleging cause of actions for (1) Negligence, (2) Negligence per se, (3) Unjust Enrichment, (4) Breach of Implied Contract, (5) Violation of the California Unfair Competition Law, and (6) Violation of California Consumer Privacy Act ("CCPA"). (SAC.)

On August 29, 2025, the Court continued the hearing on Plaintiffs' motion to address several issues. (8-29-25 Minute Order.) Plaintiffs have provided supplemental documentation. Plaintiffs now move for preliminary approval of the Amended Class Action Settlement Agreement and Release ("Agreement"). (Haroutunian Supp. Decl., ¶ 4, Exh. 1 ("SA").)

Legal Standard

The law favors the settlement of lawsuits, particularly in class actions and other complex cases where substantial resources can be conserved by avoiding the time, expense, and rigors of formal litigation. (See *Neary v. Regents of Univ. of Cal* (1992) 3 Cal.4th 273, 277-281; *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 52.) However, a class action may not be dismissed, compromised, or settled without approval of the court, and the decision to approve or reject a proposed settlement is committed to the court's sound discretion. (See Cal. Rules of Court, Rule 3.769; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-35 (*Wershba*).)

In determining whether to approve a class settlement, the court's responsibility is to "prevent fraud, collusion or unfairness to the class" through settlement because the rights of the class members, including the named plaintiffs, "may not have been given due regard by the negotiating parties." (*Consumer Advocacy Group, Inc. v. Kintetsu Enters. of Am.* (2006) 141 Cal.App.4th 46, 60.) The court must independently determine "whether the settlement is in the best interests of those whose claims will be extinguished" and "make an independent assessment of the reasonableness of the terms to which the parties have agreed." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130, 133.) The burden of establishing the fairness and reasonableness of the settlement is on the proponent. (*Wershba, supra*, 91 Cal.App.4th at p. 245; see also *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135 1165-66.)

The Court does not rubber stamp these motions, but rather serves as a guardian of absent class members' rights to ensure the settlement is fair. (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 95.) "Ultimately, the [trial] court's determination is nothing more than 'an amalgam of delicate balancing, gross approximations and rough

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justice." (*7-Eleven, supra*, 85 Cal.App.4th at p. 1145.) "A settlement need not obtain 100 percent of the damages sought in order to be fair and reasonable. Compromise is inherent and necessary in the settlement process. Thus, even if 'the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated,' this is no bar to a class settlement because 'the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation.'" (*Wershba, supra*, 91 Cal.App.4th at p. 250, citations omitted.) The court's primary objective for preliminary approval is to establish whether to direct notice of the proposed settlement to the class, invite the class's reaction, and schedule a final fairness hearing. (Rubenstein et al., *Newberg on Class Actions* (6th ed. 2025) § 13:10.)

Provisional Class Certification

If the class has not yet been certified, part of the motion for preliminary approval will include a request for provisional certification for purposes of settlement only. (See Cal. Rule of Court, Rule 3.769.) Although the provisional process is less demanding than a traditional motion for class certification, a trial court reviewing an application for preliminary approval of a settlement must still find that the normal class prerequisites have been met. (See *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 625-627 (1997); in accord, *Carter v. City of Los Angeles* (2014) 224 Cal.App.4th 808, 826.)

Here, Plaintiffs seek provisional certification of the following class: "all 7,287 individuals whose Personally Identifying Information may have been compromised in the Data Security Incident or to whom Lyon issued a Notice of Data Security Incident." (SA, ¶ 1.45.) Excluded from the Settlement Class are (1) the Judge(s) presiding over the Action and members of their immediate families and their staff; (2) Lyon and its subsidiaries, parent companies, successors, predecessors, and any entity in which Lyon has a controlling interest; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person. (*Ibid.*)

Plaintiffs argue that provisional certification is appropriate because (1) the class of approximately 7,287 individuals is ascertainable from Defendant's records and sufficiently numerous such that joinder is impracticable; (2) common questions of law and fact predominate because each claim of the Class turns on the question of whether Lyon's data security protocols were adequate to protect their PII; (3) the typicality requirement is satisfied here because (i) Lyon's alleged conduct similarly affected Plaintiffs and each Class Member; (ii) each Class Member had their PII exposed in the same Data Security Incident; and (iii) Plaintiffs and the Class experienced similar harms as a result of the same Data Security Incident; (4) Plaintiffs are adequate representatives because there are no conflicts between Plaintiffs and the Class and Plaintiffs have demonstrated their commitment to the Class by actively participating and retaining qualified Counsel; and (5) a class action is the superior method for adjudicating this controversy. (Mot., pp. 13:14-15:25.) The Court finds Plaintiffs' arguments persuasive and provisionally certifies the Class for settlement purposes for

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the reasons specified in Plaintiffs' moving papers.

Class Representative and Class Counsel

Plaintiffs are appointed as Class Representatives. (SA, ¶ 1.12.) Gregory Haroutunian and Brandon P. Jack of Clayeo C. Arnold, A Professional Corporation are appointed as Class Counsel. (*Id.*, ¶ 1.10.)

Fair, Adequate, and Reasonable Settlement

Before approving a class action settlement, the Court must find that the settlement is "fair, adequate, and reasonable." (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) The Court considers such factors as "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of class members to the proposed settlement." (*Ibid.*) "[A] presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." (*Id.*, at p. 1802.)

Under the terms of the Agreement, Defendant denies liability, but agrees to pay a Settlement Fund of \$637,500 on a non-reversionary basis to settle this action. (SA, ¶ 1.46, 3.1, 11.1.) The Settlement Fund will be the complete, total, and final extent of Defendant's liability in connection with the settlement of the Action, with the sole exception of the expense(s) associated with the Business Practice Commitments to which Defendant has committed,^[1] which are separate and apart from the Settlement Fund. (*Id.*, ¶ 3.1.) The Parties agree that no portion of the Settlement Fund shall ever be paid or returned to Defendant. (*Id.*, ¶¶ 3.1, 3.13, 3.15.) Defendant shall fund the settlement within 30 days following preliminary approval. (*Id.*, ¶ 3.1.)

The Settlement Fund will be applied to payment of Class Member claims for Documented Loss, California Statutory Cash Payments, Identity Theft and Fraud Monitoring ("ITFM"), Administrative Expenses, the Fee Award and Costs, Service Awards, Taxes (if any), and all other costs associated with the Settlement. (SA, ¶ 3.1.) The Net Settlement Fund ("NSF") means the amount of funds that remain in the Settlement Fund after the following amounts are paid: (i) Administrative Expenses estimated to be \$29,000; (ii) Service Awards of up to \$5,000 to each Class Representative, totaling \$10,000; (iii) attorneys' fees of up to 35% of the Settlement Fund (\$223,125) and litigation and costs not to exceed \$30,000; and (iv) applicable Taxes, if any. (*Id.*, ¶¶ 1.26, 8.1, 9.1; Haroutunian Decl., ¶ 38, Exh. C [Brunner Decl., ¶ 20].) The Agreement provides that the "Settlement Fund shall be used to make payments in the following order: (i) all Administrative Expenses (including Taxes, if any)^[2], (ii) the Fee Award and Costs, (iii) the Service Awards; (iv) approved claims for

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Documented Loss, (v) the costs of providing ITFM; (v) approved claims for the California Statutory Cash Payment; and (vi) the Residual Cash Payment." (SA, ¶ 3.9 [referred to as the "Plan of Allocation"].) Counsel attests that the costs of providing ITFM will range from \$5,684 to \$14,210, based on a 2-5% claims rate and approximately \$39.00 per Class Member. (Haroutunian Supp. Decl., ¶ 12.)

Within 10 days after the issuance of the Preliminary Approval Order, Defendant will provide to the Settlement Administrator a list of the names and contact information of the 7,287 Class Members. (SA, ¶ 6.4.) Everyone on the Settlement Class List will be provided with a unique identifier that they will be asked for when they submit claims. (*Ibid.*) Prior to any dissemination of the Summary Notice and prior to the Notice Date, the Settlement Administrator shall cause the Settlement Website to be launched on the Internet in accordance with this Agreement. (*Id.*, ¶ 6.7.) The Settlement Administrator shall disseminate the Notice to the Class Members no later than the Notice Date, which shall be no later than 35 days after the entry of the preliminary approval order. (*Id.*, ¶¶ 1.28, 6.3.) Notice shall be provided by postcard with a tear-off claim form. (*Id.*, ¶ 6.3.) A Reminder Notice may be sent by the Settlement Administrator 30 days prior to the Claims Deadline, in the event that the claims rate is less than 5% of the Settlement Class 45 days prior to the Claims Deadline. (*Ibid.*)

Counsel explain that "[r]equiring Class Members to submit a Claim Form is necessary for the disbursement of Settlement Benefits because various Class members have different harms and the benefits that best benefit them will vary." (Haroutunian Supp. Decl., ¶ 5.) Counsel emphasizes the importance of a claims submission process for the Documented Loss Payment to ensure Class Members are made whole for their out-of-pocket losses. (*Id.*, ¶¶ 5-6.) Counsel explains that the claims process described is not burdensome and relief will not be inaccessible because the claim form and notices are "drafted in plain language, are easy to understand, and are not time consuming to complete." (*Id.*, ¶ 8.) Counsel further explains that "Class Members have the option to quickly and easily complete and submit the Claim Form online via the Settlement Website or to request a Claim Form via mail, fill it out, and then mail it to the Settlement Administrator, or, if they are not making a claim for the Documented Loss Payment Settlement Benefit, simply fill out the claim form included in the Summary Notice and mail it back to the Settlement Administrator." (*Id.*, ¶ 9.) The Direct Notice by mail is expected to reach most if not all Class Members and, to encourage claims submissions, Counsel "will task the Settlement Administrator with sending a Reminder Notice [30] days prior to the Claims Deadline if the claims rate is less than 5% of the Settlement Class 45 days prior to the Claims Deadline." (*Id.*, ¶ 10.) The Summary notice also includes a "tear off" claim form "allowing for Settlement Class Members to submit claims for the California Statutory Cash Benefit and the ITFM benefit, by simply filling in the truncated claim form mailed to them as part of the Summary Notice and returning it to the Settlement Administrator." (*Ibid.*) Counsel estimates a claims rate of approximately 2-7% based on the realized claims rates of recent data breach class actions. (*Id.*, ¶ 11.)

The Notice shall explain that Class Members may opt out and exclude themselves from the Settlement Class by notifying the Settlement Administrator in writing, postmarked no

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later than 60 days after the Notice Date. (SA, ¶ 6.8.) The Notice shall also explain that the procedure for Class Members to object to the Settlement is by submitting written objections to the Settlement Administrator no later than 60 days after the Notice Date or by appearing at the Final Approval Hearing and making an oral objection. (*Id.*, ¶ 6.9.)

Claim Forms must be postmarked or received electronically within 90 days after the Notice Date. (SA, ¶ 3.6.) Class Members may submit electronically verified Claim Forms to the Administrator through the Settlement Website or may download Claim Forms to be filled out, signed, and submitted physically by mail to the Settlement Administrator. (*Id.*, ¶ 7.1(a).) The Settlement Administrator shall have the authority to determine whether a Claim Form is valid, timely, and complete. (*Id.*, ¶¶ 3.7, 7.1(b).) To the extent the Settlement Administrator determines a claim is deficient for a reason other than late posting, within a reasonable amount of time, the Settlement Administrator shall notify the Claimant (with a copy to Class Counsel) of the deficiencies and that he or she shall have 30 days to cure the deficiencies and re-submit the claim. (*Id.*, ¶ 3.7.)

All Class Members who submit a claim will be eligible to submit a claim for:

- (a) Documented Loss Payment. Class Members may submit a claim for Documented Loss, cumulatively up to \$10,000 per individual. These losses must be accompanied by Reasonable Documentation, as determined by the administrator, to be valid. These losses must be justified and documented for tasks such as: (i) Long distance telephone charges; (ii) Cell phone minutes (if charged by the minute); (iii) Internet usage charges (if either charged by the minute or incurred solely as a result of the Data Security Incident); (iv) Costs of credit reports purchased between April 18, 2023 and the claims deadline; (v) Documented costs paid for credit monitoring services and/or fraud resolution services purchased between April 18, 2023 and the claims deadline, provided claimant provides sworn statement that the monitoring or service was purchased primarily because of the Data Security Incident and not for other purposes; (vi) Documented expenses directly associated with dealing with identity theft or identity fraud related to the Data Security Incident; (vii) Other documented losses incurred by Class Members that are fairly traceable to the Data Security Incident as determined by the Settlement Administrator; and (viii) Compensation for lost time spent dealing with the security incident at \$25/hour, up to 10 hours maximum per settlement class member, who must provide a sworn check-box attestation that time claimed was spent dealing with the aftermath of the Data Security Incident. The sworn attestation shall satisfy the documentation requirement for this type of loss.
- (b) California Statutory Cash Payment. Class Members who are residents of California (and/or who resided in California at any point between April 18, 2023 and the claim filing deadline) will be entitled to an additional cash payment ("California Statutory Cash Payment") in the amount of \$250, which may be adjusted on a pro rata basis should the total amount of claims exceed the Settlement Fund. To qualify for the California Statutory Cash Payment, Class Members will have to provide proof of California residency. A sworn attestation shall satisfy the proof requirement for California residency.

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(c) Residual Cash Payment. After the NSF has been used to cover: (i) Documented Loss Payments; (ii) California Statutory Cash Payments; and (iii) ITFM, the remainder shall be distributed as cash payments to the Class Members who submitted a claim for either Documented Loss Payments, California Statutory Cash Payments, or ITFM, with the cash payment allocated equally on a pro rata basis for each such Class Member (the "Residual Cash Payment").

(SA, ¶ 3.3.) Class Members will be provided the option to receive any Settlement Payment due to them pursuant to the terms of this Agreement via various digital methods. (*Id.*, ¶ 3.5.) In the event that Class Members do not exercise this option with the Settlement Administrator, they will receive their Settlement Payment via a physical check sent to them by U.S. Mail. (*Ibid.*) All Class Members who submit a claim for a monetary payment will also automatically receive a code to enroll, at their option, in an identity theft and fraud monitoring program covering the three major credit monitoring bureaus (i.e., Experian, Equifax, TransUnion), lasting five years, and offering up to \$1,000,000 in insurance for any losses due to fraud or identity theft during that time as well as access to a dedicated fraud/identity theft rehabilitation specialist. (*Id.*, ¶ 3.4.) The cost of the ITFM will be paid from the Settlement Fund. (*Ibid.*) Class Members will not need to supply any documentary proof to select this option. (*Ibid.*)

Within 90 days after: (i) the Effective Date;¹³ or (ii) all Claim Forms have been processed subject to the terms and conditions of this Agreement, whichever date is later, the Settlement Administrator shall cause funds to be distributed to each Class Member who is entitled to funds based on the selection made on their given Claim Form. (SA, ¶ 3.8.) Class Members with Approved Claims who receive a Documented Loss Payment, Residual Cash Payment, or California Statutory Cash Payment by physical check, shall have 120 days following distribution to deposit or cash their benefit check. (*Id.*, ¶ 3.10.) For any Settlement Payment returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall make one additional effort to make any digital payments and engage in reasonable efforts to find a valid address (in the case of physical checks) and resend the Settlement Payment within 30 days after the physical check is returned to the Settlement Administrator as undeliverable. (*Id.*, ¶ 3.12.) The Settlement Administrator shall make one attempt to repay or resend a Settlement Payment. (*Ibid.*)

The Settlement is designed to exhaust the Settlement Fund. (SA, ¶ 3.11.) To the extent any monies remain in the NSF more than 120 days after the distribution of all payments described above to the Class Members, the remainder will be used to increase the years for ITFM coverage for Class Members who enrolled in the ITFM. (*Ibid.*) The distribution of this remainder shall continue until it is no longer practical to increase the number of years of ITFM, whereupon the remainder, if any, shall be distributed to the Electronic Privacy Information Center ("EPIC") or another *cy pres* recipient mutually agreed upon by the Parties and approved by the Court. (*Ibid.*) Counsel explains that EPIC is a 501(c)(3) non-profit research and advocacy center established in 1994 to protect privacy, freedom of expression, and democratic values in the information age.

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(Haroutunian Supp. Decl., ¶ 17.) None of the Parties or Counsel have any connections, relationships, ownership or other financial interests with EPIC, including its governance. (Haroutunian Supp. Decl., ¶ 18; Bohannon Decl., ¶ 20; Aussieker Decl., ¶ 20.)

The Agreement provides that “[u]pon the occurrence of the later of the Effective Date and Defendant paying the full amount of the Settlement Fund to the Settlement Administrator, and in consideration of the Settlement Benefits described herein, the Class Representatives and all Class Members identified in the Settlement Class List[...] release and discharge all Released Claims, against each of the Released Parties, and agree to refrain from instituting, directing or maintaining any lawsuit, contested matter, adversary proceeding, or miscellaneous proceeding against each of the Released Parties asserting claims that were, or could have been, asserted in the Action on behalf of any members of the Settlement Class that are reasonably related to the facts alleged in the Operative Complaint.” (SA, ¶ 4.1.) The “Released Claims” are “any claim, liability, right, demand, suit, obligation, damage, including consequential damage, loss or cost, punitive damage, attorneys’ fees, costs, and expenses, action or cause of action, of every kind or description that were, or could have been, asserted in the Action on behalf of any members of the Settlement Class that are reasonably related to the facts alleged in the Operative Complaint.” (*Id.*, ¶ 1.38.)

“Class Counsel estimate the total value of all Plaintiffs’ claims by analyzing the body of settlements in which they have been involved and have researched [and based] on this comparison, their knowledge and analysis of the facts and law of this case, Class Counsel believe the Settlement is fair, reasonable, and adequate, particularly given the risks and uncertainties present in continued litigation.” (Haroutunian Supp. Decl., ¶ 19.) Counsel estimates Plaintiffs’ CCPA claim ranges from \$728,700 to \$5,465,250, based on the statutory damages provided for in the CCPA (\$100 to \$750 per Class Member). (*Id.*, ¶ 20.) However, Counsel recognizes the CCPA is a relatively new statute and has never been tested at trial, and, “[t]herefore, the actual recovery for the CCPA claim could be much lower than that realized through the Settlement.” (*Ibid.*) Regarding Plaintiffs’ remaining causes of action, Counsel explains that the “typical measure of damages proffered has been a market value of personal information based on black market rates for the data points involved.” (*Id.*, ¶ 21.) Using values of \$2 to \$25, full recovery for the Settlement Class as a whole, excluding the CCPA damages discussed above, would likely be a range of \$14,574 to \$182,175. (*Ibid.*) Counsel attests that the UCL claim primarily adds injunctive relief value, as the only remedies available are restitution and injunctive relief, and, restitution would be difficult to prove and value here and remains subject to a challenge on standing. (*Id.*, ¶ 22.) The Settlement Fund represents approximately 85.77% to 11.29% Defendant’s exposure.

Counsel attests to their extensive experience in similar cases. (Haroutunian Decl., ¶¶ 3-11, Exh. A.) Counsel attests to their belief that the settlement is fair, reasonable, and adequate. (*Id.*, ¶¶ 11, 13.) Based on the foregoing, the Court preliminarily finds, subject to the final fairness hearing, that the Settlement is within the ballpark of reasonableness and is entitled to a presumption of fairness and that all relevant factors support preliminary approval.

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Proposed Class Notice

The notice to Class Members must fairly apprise the prospective members of the terms of the settlement without expressing an opinion on the merits of the settlement. (*7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1164; see also Cal. Rules of Court, Rule 3.769.) “Whether a claimant would want to accept or reject the proposed settlement is a decision to be made by him independently and without influence or pressure from those competing parties who either favor or oppose the settlement.” (*Phila. Hous. Auth. v. Am. Radiator & Std. Sanitary Corp.* (E.D. Pa. 1970) 323 F.Supp. 364, 378.)

The Parties have revised the claim form and notices to address the Court’s concerns. Accordingly, they are approved.

Class Counsel Fees and Costs

The Agreement provides for attorneys’ fees of up to 35% of the Settlement Fund (\$223,125) and litigation and costs not to exceed \$30,000. (SA, ¶ 9.1.) Plaintiffs do not include any argument regarding the reasonableness of the requested fee award; however, Plaintiffs assert that the “Parties did not discuss the payment of attorneys’ fees, costs, expenses and/or an incentive award to Plaintiffs until after the other terms of the settlement had been agreed on, other than that reasonable attorneys’ fees, costs, expenses, and an incentive award to Plaintiffs as may be agreed to by the Parties and/or as ordered by the Court would be paid from the Settlement Fund.” (Mot., p. 4:9-12.)

The Court notes that the attorney fee award sought is higher than the average recognized by some authorities or typically awarded by this Court. (See *Newberg, supra*, § 15:83 [noting average hovers around 25%]; *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558 & fn. 13; *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 [noting average around one-third of recovery].) Nonetheless, the requested award is preliminarily approved. In moving for final approval, the Court expects Counsel to support their arguments with respect to this amount, including by providing information necessary to perform a lodestar analysis. (See *In re Activision Sec. Litigation* (N.D. Cal. 1989) 723 F.Supp. 1373, 1379; *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557-58 & fn. 13.; *Martin v. Ameripride Servs.* (S.D. Cal. June 9, 2011), 2011 WL 2313604 at *22 (collecting cases); *Vasquez v. Coast Valley Roofing, Inc.* (E.D. Cal 2010) 266 F.R.D. 482, 491 (same); see also *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 & n.11.)

The Court also preliminarily approves the Agreement’s costs allocation with the expectation that Counsel will provide a declaration, in moving for final approval, that shows actual costs.

Settlement Administrator

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The Agreement designates Simpluris, Inc. ("Simpluris") as Settlement Administrator and provides for the payment of administrative expenses. (SA, ¶¶ 1.2, 1.43.) Simpluris estimates administrative expenses of approximately \$29,000. (Haroutunian Decl., ¶ 38, Exh. C [Brunner Decl., ¶ 20].)

Simpluris is appointed as Settlement Administrator and the allocation is reasonable and preliminarily approved.

Class Representative Service Payment

The Agreement provides for Service Awards of up to \$5,000 to each Class Representative, totaling \$10,000. (SA, ¶ 8.1.) Plaintiffs describe their efforts and estimate the time they spent prosecuting this action. (Bohannon Supp. Decl., ¶¶ 9-10 [70 hours]; Aussieker Decl., ¶¶ 9-10 [35 hours].)

The requested service awards are preliminarily approved.

Final Approval Hearing

The Court will again review and consider the terms of this settlement at the time of the final approval hearing. The Court sets a Final Approval Hearing for **March 13, 2026 at 9:00 a.m.** If either party is unavailable on that date, the parties shall meet and confer to identify three other Fridays at 9:00 a.m. that work for the parties to schedule the hearing. They shall then submit those dates to the Court via email at Dept22@saccourt.ca.gov, and the Court will reschedule the hearing accordingly.

The briefing shall be filed in conformity with Code of Civil Procedure section 1005.

The Court will sign the Amended Proposed Order submitted with Plaintiffs' supplemental briefing.

[1] In consideration for the Settlement and Releases provided herein, Defendant has implemented or maintained the following measures to secure personal information within its servers:

- Applied the principle of data minimization to limit the amount of personal information collected and retained to the minimum amount necessary for Lyon's business;
- Implemented patches to the third-party software that contributed to the Data Security Incident;
- Implemented multiple endpoint detection and response systems;
- Implemented cloud virtualization of Lyon's file servers;
- Moved all other data storage to offline storage.
- Conducting security awareness training and education to inform its employees about cybersecurity threats.

(SA, ¶ 2.1.)

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[2] Counsel attests that the Settlement Administrator has confirmed that "there will be no expected taxes owed related to the Settlement Fund and there will be no taxes paid from the Settlement Fund as an administrative cost." (Haroutunian Decl., ¶ 13.)

[3] The Effective Date shall be the first day after all of the following conditions have occurred: (a) Defendant and Class Counsel execute the Agreement; (b) the Court enters the preliminary approval order; (c) notice is provided to the Class; (d) the Court enters the final approval order; and (e) the final approval order becomes final because "(i) the time for appeal, petition, rehearing or other review has expired; or (ii) if any appeal, petition, request for rehearing or other review has been filed, the Final Approval Order is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing or other review is pending, and the time for further appeals, petitions, requests for rehearing or other review has expired." (SA, ¶ 10.1.)

/s/ V. Aleman

V. Aleman, Deputy Clerk

By:

Minutes of: 10/03/2025
Entered on: 10/03/2025

PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	

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):

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: c. Name of person served:

Street address:

Street address:

City:

City:

State and zip code:

State and zip code:

- b. Name of person served: d. Name of person served:

Street address:

Street address:

City:

City:

State and zip code:

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:



(TYPE OR PRINT NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

NOTICE OF ENTRY OF JUDGMENT OR ORDER

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PROOF OF SERVICE

I, Lori Martin, declare and state:

I am a citizen of the United States, over 18 years of age, employed in the county of Sacramento, and not a party to the within action. My business address is 865 Howe Avenue, Sacramento, CA 95825.

On the date set forth below, I served the following on the parties in said action by the means indicated below:

**NOTICE OF ENTRY OF JUDGMENT OR ORDER
(re PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT)**

(BY TRANSMITTING VIA EMAIL OR ELECTRONIC TRANSMISSION) the document(s) listed above to the addressees listed below at the email addresses indicated, from lori@justice4you.com:

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2 I declare under penalty of perjury under the laws of the state of California that the foregoing is
3 true and correct. Executed on October 3, 2025 at Sacramento, California.
4

5 */s/ Lori Martin*
6 Lori Martin
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