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13 and the Plaintiff Class

14 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

16 PILAR CASTILLO, individually, and on
17 behalf of all others similarly situated,

18 Plaintiff,

19 v.

20 RECOLOGY INC.,

21 Defendant.

Case No. CGC-24-617356

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S NOTICE OF
MOTION AND MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: June 17, 2025

Time: 9:00 a.m.

Dept: 302

Judge: Hon. Joseph M. Quinn *Harold Kahn*

22 This matter came before the Superior Court of the State of California, in and for the County
23 of San Francisco, at 9:00 a.m. on June 17, 2025, in Dept. 302. Cole & Van Note appeared as
24 counsel for Representative Plaintiff Pilar Castillo, individually, and on behalf of the Plaintiff Class.
25 Polsinelli LLP appeared as counsel for Defendant Recology, Inc. ("Defendant").

26 Before the Court is Plaintiff's Motion for Preliminary Approval of Class Action Settlement
27 (the "Motion"), the terms of which are set forth in a Settlement Agreement with (accompanying
28 exhibits) attached as **Exhibit A** to the Declaration of Scott Edward Cole in Support of Plaintiff's

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1 Motion for Preliminary Approval of Class Action Settlement (the "Settlement Agreement").¹
2 Having fully considered the issue, the Court hereby **GRANTS** Plaintiff's Motion for Preliminary
3 Approval of Class Action Settlement.

4 **IT IS HEREBY ORDERED THAT:**

5 1. Plaintiff's Motion for Preliminary Approval of Class Action Settlement is
6 **GRANTED**. The terms defined in the Settlement Agreement shall have the same meaning in this
7 Order.

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

10 "All individuals who received notice from Recology or its authorized
11 representative, either by mailed notice or substitute notice, that their PHI or PII was
12 potentially exposed to unauthorized third parties as a result of the November 2,
2023 cybersecurity incident affecting Recology or any of its affiliates."

13 3. Excluded from the Settlement Class are Recology's officers, directors, and
14 employees (excepting those officers, directors, and employees whose PHI or PII was affected by
15 the Incident), any entity in which Recology has a controlling interest and the affiliates, legal
16 representatives, attorneys, successors, heirs, and assigns of Recology. Excluded also from the
17 Settlement Class are members of the judiciary to whom this case is assigned, their families and
18 members of their staff. Also excluded from the Settlement Class are non-natural persons.

19 4. For settlement purposes only, with respect to the Settlement Class, the Court
20 preliminarily finds the prerequisites for a class action pursuant to California Code of Civil
21 Procedure Section 382 have been met, in that: (a) the Settlement Class is so numerous that joinder
22 of all individual Settlement Class Members in a single proceeding is impracticable, (b) questions
23 of law and fact common to all Settlement Class Members predominate over any potential
24 individual questions, (c) the claims of the Plaintiff are typical of the claims of the Settlement Class
25 (d) Plaintiff and proposed Class Counsel will fairly and adequately represent the interests of the
26

27
28 ¹ All defined terms herein have the same meaning as set forth in the Settlement Agreement.

1 Settlement Class, and (e) a class action is the superior method to fairly and efficiently adjudicate
2 this controversy.

3 5. The Court hereby appoints Plaintiff Pilar Castillo as Class Representative for the
4 Settlement Class.

5 6. The Court hereby appoints Scott Edward Cole of Cole & Van Note as Class
6 Counsel.

7 7. The terms of the Settlement, including its proposed release, are preliminarily
8 approved as within the range of reasonableness, and are sufficient to warrant providing notice of
9 the Settlement to the Settlement Class in accordance with the notice plan, and are subject to further
10 and final consideration at the Final Approval Hearing provided for below. In making this
11 determination, the Court considered the fact that the Settlement is the product of arm's-length
12 negotiations conducted by experienced and knowledgeable counsel, the current posture of the
13 Action, the benefits of the Settlement to the Settlement Class, and the risk and benefits of
14 continuing litigation to the Parties and the Settlement Class.

15 8. As provided for in the Settlement Agreement, if the Court does not grant final
16 approval of the Settlement or if the Settlement is terminated or cancelled in accordance with its
17 terms, then the Settlement, and the conditional certification of the Settlement Class for settlement
18 purposes only provided for herein will be vacated, and the Action shall proceed as though the
19 Settlement Class had never been certified, with no admission of liability or merit as to any issue,
20 and no prejudice or impact as to any party's position on the issue of class certification or any other
21 issue in the case.

22 9. The Court appoints Simpluris as the Settlement Administrator. The responsibilities
23 of the Settlement Administrator are set forth in the Settlement Agreement.

24 10. The proposed notice plan set forth in the Settlement Agreement and the Notice and
25 Claim Form attached to the Settlement Agreement as **Exhibits 1-3** are hereby approved. Non-
26 material modifications to these Exhibits may be made with approval by the Parties but without
27 further order of the Court.

28

1 11. The Court has considered the Class Notice provisions of the Settlement and the
2 Notice. The Court finds that the direct mailing of Notice in the manner set forth in the notice plan
3 is the best notice practicable under the circumstances, constitutes due and sufficient notice of the
4 Settlement and this Order to all persons entitled thereto, and is in full compliance with applicable
5 law and due process. The Court orders the Settlement Administrator to commence the notice plan
6 following entry of this Order in accordance with the terms of the Settlement Agreement.

7 12. Any Settlement Class Member who wishes to be excluded from the Settlement
8 Class must mail a written opt-out Request for Exclusion to the Settlement Administrator at the
9 address and in the manner provided in the Notice. Such opt-out Requests for Exclusion must meet
10 the Opt-Out Deadline established by this Order and stated in the Notice.

11 13. For a Request for Exclusion to be properly completed and executed, subject to
12 approval by the Court, it must: (a) be in writing, (b) identify the case name *Pilar Castillo v.*
13 *Recology Inc.*, Case No. CGC-24-617356, (c) state the full name and current address of the person
14 in the Settlement Class seeking exclusion, (d) be signed by the person(s) seeking exclusion and (e)
15 be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion
16 Deadline. All Requests for Exclusion must be submitted individually in connection with a
17 Settlement Class Member (i.e., one request is required for every Settlement Class Member seeking
18 exclusion).

19 14. No later than 16 court days before the Final Approval Hearing, the Settlement
20 Administrator shall provide the Settling Parties with a complete and final list of all Opt-Outs who
21 have timely and validly excluded themselves from the Settlement Class and, upon request, copies
22 of all completed Requests for Exclusions.

23 15. If the Final Judgment is entered, any Settlement Class Member who has not
24 submitted a timely, valid written opt-out Request for Exclusion from the Settlement Class shall be
25 bound by all subsequent proceedings, orders and judgments in this Litigation, including but not
26 limited to the release set forth in the Final Judgment. Settlement Class Members who submit valid
27 and timely opt-out Requests for Exclusion shall not be entitled to receive any benefits from the
28 Settlement.

1 16. A Settlement Class Member who does not file a valid and timely Request for
2 Exclusion may file with the Court a notice of intent to object to the Class Settlement Agreement.
3 The Long Form Notice shall instruct Settlement Class Members who wish to object to the
4 Agreement to send their written objections only to the Court. The Notice shall make clear the Court
5 can only approve or deny the Class Settlement Agreement and cannot change the terms. The Notice
6 shall advise Settlement Class Members of the deadline for submission of any objections. Any such
7 notices of an intent to object to the Class Settlement Agreement must be written and must include
8 all of the following (a) the objector's full name and current address, (b) a statement that he or she
9 believes himself or herself to be a member of the Settlement Class, (c) whether the objection
10 applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement
11 Class, (d) the specific grounds for the objection, (e) all documents or writing that the objector
12 desires the Court to consider, (f) the name and contact information of any and all attorneys
13 representing, advising, or in any way assisting the objector in connection with the preparation or
14 submission of the objection or who may profit from the pursuit of the objection and (g) a statement
15 indicating whether the objector intends to appear at the Final Approval Hearing (either personally
16 or through counsel, who must file an appearance or seek pro hac vice admission). To be timely,
17 written notice of an objection in the appropriate form must be filed or postmarked no later than the
18 Objection Deadline.

19 17. In addition, for any objection made with the assistance of any attorney, law firm
20 staff, or other person who may profit from the pursuit of the objection to be valid, the objection
21 must include the following: (a) a written statement of any legal support for such objection, (b)
22 copies of any papers, briefs, or other documents upon which the objection is based that the objector
23 wishes the judge to consider when reviewing the objection, (c) a list of all persons who will be
24 called to testify in support of the objection, if any and (d) a detailed list of any other objections
25 and any orders pertaining to the prior objections, the objector, or his or her counsel or other person
26 who may profit from the pursuit of the objection submitted in any action in the previous five (5)
27 years. If the Class Member or his or her counsel or other person who may profit from the pursuit
28 of the objection has not objected to any other class action Settlement in the previous five (5) years,

1 he or she shall affirmatively state so in the written materials provided in connection with the
2 objection to this Settlement.

3 18. Any Settlement Class Member who fails to comply with the provisions in this Order
4 will waive and forfeit any and all rights they may have to object, will have their objection stricken
5 from the record and will lose their rights to appeal from approval of the Settlement. Any such
6 Settlement Class Member shall also be bound by all subsequent proceedings, orders and judgments
7 in this Litigation, including but not limited to the release set forth in the Final Judgment.

8 19. Settlement Class Counsel and Defendant have created a process for Settlement
9 Class Members to claim benefits under the Settlement. The Court preliminarily approves this
10 process and directs the Settlement Administrator to make the Claim Form or its substantial
11 equivalent available to Settlement Class Members in the manner specified in the Notice. The
12 Settlement Administrator will be responsible for effectuating the claims process.

13 20. Settlement Class Members who qualify for and wish to submit a Claim Form shall
14 do so in accordance with the requirements and procedures specified in the Notice and the Claim
15 Form. If the Final Judgment is entered, all Settlement Class Members who qualify for any benefit
16 under the Settlement but fail to submit a claim in accordance with the requirements and procedures
17 specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit
18 but will in all other respects be subject to and bound by the provisions in the Final Judgment,
19 including the release.

20 21. This Order shall become null and void and shall be without prejudice to the rights
21 of the Parties, all of whom shall be restored to their respective positions existing before the Court
22 entered this Order and before they entered the Settlement Agreement, if: (i) the Court does not
23 enter this Preliminary Approval Order, (ii) Settlement is not finally approved by the Court or is
24 terminated in accordance with the Settlement Agreement, (iii) there is no Effective Date or (iv) the
25 number of Opt-Outs is greater than two percent of the estimated Settlement Class. In such event,
26 the Settlement and Settlement Agreement shall become null and void and be of no further force
27 and effect, and neither the Settlement Agreement nor the Court's orders, including this Order,
28 relating to the Settlement shall be used or referred to for any purpose whatsoever.

22. This Order shall be of no force or effect if the Final Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession or declaration by or against Defendant of any fault, wrongdoing, breach or liability. Nor shall this Order be construed or used as an admission, concession or declaration by or against the Representative Plaintiff or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable or as a waiver by any party of any defense or claims they may have in this Litigation or in any other lawsuit.

23. The Court will hold a Final Approval Hearing on October 16, 2025 at the Superior Court of the State of California, in and for the County of San Francisco in Department 302, to consider: (a) whether certification of the Settlement Class for settlement purposes only should be confirmed, (b) whether the Settlement should be approved as fair, reasonable, adequate and in the best interests of the Settlement Class, (c) the application by Plaintiff's Counsel for an award of attorneys' fees, costs and Settlement Administrator expenses as provided for under the Settlement, (d) the application for Plaintiff's Service Award, as provided for under the Settlement, (e) whether the release of Released Claims as set forth in the Settlement should be provided, (f) whether the Court should enter a Final Order and Judgment and (g) ruling upon such other matters as the Court may deem just and appropriate. The Final Approval Hearing may, from time to time and without further notice to Settlement Class Members, be continued or adjourned by order of the Court. The Settlement Administrator and/or Plaintiff's Counsel will provide notice to any objecting party of any continuance of the Motion for Final Approval.

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

<u>Event</u>	<u>Date</u>
Settlement Administrator sends Notice to the Settlement Class (the "Notice Deadline")	No later than 30 days after Entry of Preliminary Approval Order
Last day for Settlement Class Members to opt out or object to the proposed Settlement	30 days prior to the Final Approval Hearing

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Last day for Settlement Class Members to submit Claim Forms	15 days prior to the Final Approval Hearing
Date by which Class Counsel is to file Motion for Final Approval of Settlement and Petition for Award of Attorneys' Fees, Costs and Service Award	No later than 16 Court days prior to the Final Approval Hearing
Final Approval Hearing	<u>October 16</u> , 2025

IT IS SO ORDERED.

Dated: 6/17/2025


HONORABLE JOSEPH M. QUINN *H/BRW/KATUN*
JUDGE OF THE SUPERIOR COURT (RET)