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FILED
BY SUPERIOR COURT OF CALIFORNIA,
COUNTY OF KINGS
04/24/2026
NOCONA SOBOLESKI, CLERK OF THE COURT
KAYA GODINEZ, DEPUTY



Attorneys for Representative Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KINGS**

DANIEL FERNANDEZ, individually and on
behalf of all others similarly situated,

Plaintiff,
vs.

CENTRAL VALLEY MEAT COMPANY
INC.,

Defendant.

Case No. 25CU0022
[Consolidated with Case Nos. 25CU0023 and 25
CU0036]

(Assigned for all purposes to Hon. Robert Shane
Burns, Dept. 2)

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

THIS MATTER HAVING come before this Court for an Order preliminarily certifying
the Settlement Class and preliminarily approving a settlement between Plaintiffs Daniel
Fernandez, Bryan Colis, and Armanie Anderson (“Plaintiffs”), and Central Valley Meat Company
Inc. (“Defendant”), and this Court having reviewed the Settlement Agreement and attachments
thereto (“Agreement”) (filed concurrently as Exhibit 1 to the Declaration of Daniel Srourian In
Support Of Plaintiffs’ Unopposed Motion For Preliminary Approval Of Class Action Settlement)
and submitted to the Court with the Unopposed Motion for Preliminary Approval of Class Action
Settlement (“Motion”);

1 **IT IS HEREBY ORDERED** as follows:

- 2 1. This Preliminary Approval Order incorporates the Agreement, and the terms used herein
3 shall have the meanings and/or definitions given to them in the Agreement, as submitted
4 to the Court with the Motion.
- 5 2. For purposes of the settlement, and conditioned upon the settlement receiving final
6 approval following the final approval hearing, this Court hereby conditionally certifies the
7 nationwide Settlement Class, defined as: “All citizens of the United States who received a
8 Notice of Data Breach letter from Central Valley Meat Company Inc., on or about
9 December 30, 2024,” and the California subclass defined as, “All citizens of the state of
10 California who received a Notice of Data Breach letter from Central Valley Meat Company
11 Inc., on or about December 30, 2024.” Excluded from the Class are:(i) Central Valley and
12 Central Valley’s parents, subsidiaries, affiliates, officers and directors, and any entity in
13 which Central Valley has a controlling interest; (ii) all individuals who make a timely
14 election to be excluded from this proceeding using the correct protocol for opting out; (iii)
15 the attorneys representing the Parties in the Litigation; (iv) all judges assigned to hear any
16 aspect of the Litigation, as well as their immediate family members; and (v) any person
17 found by a court of competent jurisdiction to be guilty under criminal law of initiating,
18 causing, aiding, or abetting the Data Incident, or who pleads nolo contendere to any such
19 charge.
- 20 3. The Court finds that, for the purposes of settlement only: (a) the number of members of the
21 Settlement Class are so numerous that joinder is impracticable; (b) there are questions of
22 law and fact common to members of the Class; (c) the claims of the Plaintiffs are typical
23 of the claims of the members of the Class; (d) the Plaintiffs are an adequate representative
24 for the Settlement Class, and has retained experienced and adequate Class Counsel; (e) the
25 questions of law and fact common to the members of the Class predominate over any
26 questions affecting any individual members of the Class; and (f) a class action is superior
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- to the other available methods for the fair and efficient adjudication of the controversy.
4. For the purposes of settlement only, the Court finds and determines that Plaintiffs Daniel Fernandez, Bryan Colis, and Armanie Anderson will fairly and adequately represent the interests of the Class in enforcing their rights in the action and appoints them as the class representatives.
 5. For purposes of settlement only, the Court appoints Class Counsel as Daniel Srourian of the Srourian Law Firm, P.C. and John Nelson of Milberg LLP as Settlement Class Counsel.
 6. Simpluris is appointed as Claims Administrator. The Claims Administrator shall abide by the terms and conditions of the Agreement that pertain to the Claims Administrator.
 7. The Final Approval Hearing Date shall be August 28th, 2026 at 0815 a.m./~~p.m.~~ before the Honorable Robert Shane Burns in Department 2, County of Kings, 1640 Kings County Drive, Hanford, California 93230 to consider: (a) the fairness, reasonableness and adequacy of the proposed Agreement; (b) any objections made by Class Members to the proposed Agreement; (c) whether the Agreement should be finally approved by this Court; (d) Class Counsel’s motion for attorneys’ fees and costs; (e) the motion seeking a service award for the Plaintiffs as class representatives; and (f) such other matters as this Court may deem proper and necessary.
 8. Class Counsel are to file and serve the Motion for Final Approval and Motion for Fees, Costs, and Service Award 16 court days before the Final Approval Hearing.
 9. The proposed forms of Class Notice are attached to the Agreement as Exhibit A and are hereby approved for the purpose of notifying the members of the Class of the proposed settlement, the Final Approval Hearing date, and the rights of the members of the Class to exclude themselves or object to the settlement, and shall be sent to the members of the Class substantially in the forms approved. The parties may by mutual written consent make non-substantive changes to the notices without Court approval. The costs of giving notice to the members of the Classes will be paid by Defendant.

- 1 10. The Long-Form Notice shall be posted on the settlement website created by the Claims
2 Administrator and be available on request made to the Claims Administrator.
- 3 11. The Notice, as set forth in Exhibit A to the Agreement and to be issued in the manner
4 described in the Agreement, is the best notice practicable, and is reasonably calculated,
5 under the circumstances, to apprise the members of the Class of the pendency of this action
6 and their right to participate in, object to, or exclude themselves from the settlement. This
7 Court further finds that the Notice, as set forth in Exhibit A to the Agreement, is sufficient
8 notice of the Final Approval Hearing date, the settlement, the Motion for Final Approval
9 and Motion for Fees, Costs, and Service Award, and other matters set forth in the
10 Agreement, and that the Notice set forth in Exhibit A of the Agreement fully satisfies the
11 California Rules of Court and due process of law, to all persons entitled thereto.
- 12 12. Settlement Class Members who wish to exclude themselves from the Settlement Class for
13 purposes of this Settlement may do so by submitting a request for exclusion to the Claims
14 Administrator that is postmarked by 60 days after the Notice Commencement Date. The
15 request for exclusion must comply with the exclusion procedures set forth in the Settlement
16 Agreement.
- 17 13. Any member of the Settlement Class who timely requests exclusion consistent with these
18 procedures may not file an objection to the Settlement and shall be deemed to have waived
19 any rights or benefits under this Settlement. Settlement Class Members who fail to submit
20 a valid and timely request for exclusion shall be bound by all terms of the Settlement
21 Agreement and the Final Judgment.
- 22 14. Any member of the Settlement Class who has not timely filed a request for exclusion may
23 object to the granting of final approval to the settlement. Settlement Class Members may
24 object on their own or may do so through separate counsel at their own expense.
- 25 15. Any written objection to the Settlement must be filed or postmarked 60 days following the
26 Notice Date. All objections must comply with the objection procedures set forth in the
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Settlement Agreement. Any member of the Settlement Class who fails to file and serve a timely written objection in compliance with the requirements of this order and the Settlement Agreement shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

16. All pretrial proceedings in this action are stayed and suspended until further order of this Court, except such actions as may be necessary to implement the Agreement and this Preliminary Approval Order. All Settlement Class members are enjoined from pursuing any action against Defendant related to the cybersecurity incident at issue in this action, outside of the action, pending further order by this Court.

17. In the event that the Settlement Agreement is terminated pursuant to its terms, disapproved by any court (including any appellate court), and/or not consummated for any reason, or the Effective Date for any reason does not occur, the order certifying the Settlement Class for purposes of effectuating the Settlement, and all preliminary and/or final findings regarding that class certification order, shall be automatically vacated upon notice of the same to the Court, the Action shall proceed as though the Settlement Class had never been certified pursuant to this Settlement Agreement and such findings had never been made, and the Action shall return to the procedural posture on the day before the Settlement Agreement was executed, in accordance with this paragraph.

18. For the benefit of the Class and to protect this Court’s jurisdiction, this Court retains continuing jurisdiction over the settlement proceedings to ensure the effectuation thereof in accordance with the settlement preliminarily approved herein and the related orders of this Court.

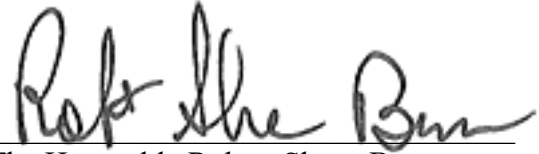
19. The parties are directed to carry out their obligations under the Agreement.

20. Class Counsel shall serve a copy of this Preliminary Approval Order on all named parties or their counsel within seven days of receipt.

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IT IS SO ORDERED.

Dated: April 24th, 2026



The Honorable Robert Shane Burns
Judge of the Superior Court of Kings County