

RECEIVED NOT FILED
Superior Court of California,
County of Tulare
06/03/2026
By: Leticia Hernandez-Sandoval,
Deputy Clerk

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE

06/04/2026
STEPHANIE CAMERON, CLERK
Leticia Hernandez-Sandoval, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF TULARE**

DAVID FONSECA, KAHYUN KIM,
ROBERT SIMPLICIO, TERRY
MARSHALL, and RACHEL PRENDEZ,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

CHIMIENTI & ASSOCIATES,
Defendant.

Case No. VCU315048

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

Judge: Hon. Bret D. Hillman, Dept. 02
Consol. Complaint Filed: July 3, 2025
Trial Date: Not Set

Hearing Date: May 26, 2026
Hearing Time: 8:30 a.m.

THIS MATTER HAVING come before this Court for an Order preliminarily certifying the Settlement Class and preliminarily approving a Settlement between Plaintiffs David Fonseca, Kahyun Kim, Robert Simplicio, Terry Marshall, and Rachel Prendez, individually, and on behalf of the proposed Settlement Class, and Defendant Chimienti & Associates, and this Court having reviewed the Settlement Agreement and attachments thereto, executed by the Parties, and submitted to the Court with the Unopposed Motion for Preliminary Approval of Class Action Settlement;

IT IS HEREBY ORDERED as follows:

This Preliminary Approval Order incorporates the Agreement, and the terms used herein

1 shall have the meanings and/or definitions given to them in the Agreement, as submitted to the Court
2 with the Motion.

3 For purposes of the Settlement, and conditioned upon the Settlement receiving Final
4 Approval following the Final Approval Hearing, this Court hereby conditionally certifies the
5 Settlement Class defined as follows and subject to the stated exclusions below:

6 All living individuals residing in the United States whose Private Information was
7 impacted in the Data Incident.

8 Excluded from the Settlement Class are all persons who are (a) directors, officers, and employees
9 of Defendant; (b) the Judge assigned to the Action, that Judge's immediate family, and Court staff;
10 and (c) any Settlement Class Member who timely and validly opted out of the Settlement.

11 Upon preliminary review, the Court finds that the Settlement is fair, reasonable, and
12 adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is
13 preliminarily approved. In making this determination, the Court has considered the monetary and
14 non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks
15 faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations
16 between the Parties and the absence of any collusion in the Settlement, the effectiveness of the
17 proposed method for distributing relief to the Settlement Class, the proposed manner of allocating
18 benefits to the Settlement Class, the equitable treatment of the Settlement Class under the
19 Settlement, and all other facts as required by applicable law.

20 The Court finds that, for purposes of settlement: (a) the number of members of the Settlement
21 Class is so numerous that joinder is impracticable; (b) there are questions of law and fact common
22 to the members of the Settlement Class; (c) the claims of the Plaintiffs are typical of the claims of
23 the members of the Settlement Class; (d) the Plaintiffs are adequate representatives for the
24 Settlement Class, and have retained experienced and adequate Class Counsel; (e) the questions of
25 law and fact common to the members of the Settlement Class predominate over any questions
26 affecting any individual members of the Settlement Class; and (f) a class action is superior to the
27 other available methods for the fair and efficient adjudication of the controversy.

28 For purposes of settlement only, the Court finds and determines that Plaintiffs David

1 Fonseca, Kahyun Kim, Robert Simplicio, Terry Marshall, and Rachel Prendez will fairly and
2 adequately represent the interests of the Settlement Class in enforcing their rights in the action, and
3 appoints them as the Class Representatives.

4 20. For purposes of settlement only, the Court appoints as Class Counsel: Kristen Lake
5 Cardoso of Kopelowitz Ostrow P.A., Tyler J. Bean of Siri & Glimstad, LLP, Leigh S. Montgomery
6 of EKSM, LLP, and Cassandra Miller of Strauss Borrelli PLLC.

7 Simpluris, Inc. is appointed as Settlement Administrator. The Settlement Administrator shall
8 abide by the terms and conditions of the Agreement that pertain to the Settlement Administrator.

9 The Settlement, on the terms and conditions stated in the Agreement, is preliminarily
10 approved by this Court as being fair, reasonable, and adequate, free of collusion or indicia of
11 unfairness, and within the range of possible final approval.

12 The Final Approval Hearing will be held on **January 12, 2027 at 8:30 a.m.** before the
13 Honorable Bret D. Hillman in Department 02 of the Superior Court of California, Tulare County,
14 640 South Alta Avenue, Dinuba, CA 93618, to consider: (a) the fairness, reasonableness and
15 adequacy of the proposed Settlement; (b) any objections made by Settlement Class Members to the
16 proposed Settlement; (c) whether the Settlement should be finally approved by this Court; (d) Class
17 Counsel's Application for Attorneys' Fees, Costs, and Service Awards; and (e) such other matters
18 as this Court may deem proper and necessary.

19 The Court reserves the right to adjourn or continue the Final Approval Hearing and related
20 deadlines without further written notice to the Settlement Class. If the Court alters any of those
21 dates or times, the revised dates and times shall be posted on the Settlement Website maintained by
22 the Settlement Administrator. The Court may approve the Settlement, with such modifications as
23 may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

24 Class Counsel are to file and serve the Motion for Final Approval, including the Application
25 for Attorneys' Fees, Costs, and Service Awards, no later than **45 days** before the original date set
26 for the Final Approval Hearing. The Application for Attorneys' Fees, Costs, and Service Awards
27 will be heard concurrently with the request for Final Approval.

28 The proposed forms of Notice to the Settlement Class are attached to the Agreement as

1 Exhibits 1 and 2, and are hereby approved for the purpose of notifying the members of the Settlement
2 Class of the proposed Settlement, the Final Approval Hearing date, and the rights of the members
3 of the Settlement Class to opt-out of or object to the Settlement, and it shall be sent to the members
4 of the Settlement Class substantially in the forms approved. The Parties may by mutual written
5 consent make non-substantive changes to the Notice without Court approval. The Settlement
6 Administration Costs will be paid from the Settlement Fund consistent with the Settlement
7 Agreement.

8 The Notice Program shall be substantially completed within 45 days of entry of this
9 Preliminary Approval Order. The Long Form Notice shall be posted on the Settlement Website
10 created by the Settlement Administrator and be available on request made to the Settlement
11 Administrator. A Spanish translation of the Long Form Notice shall also be available on the
12 Settlement Website.

13 In advance of the Final Approval Hearing, the Settlement Administrator shall prepare a
14 declaration confirming the Notice Program was completed in accordance with the terms of this
15 Agreement and the Preliminary Approval Order, describing how the Notice Program was
16 completed, indicating the number of Claim Forms received, providing the names of each individual
17 in the Settlement Class who timely and properly requested to opt-out from the Settlement Class,
18 indicating the number of objections received, and other information as may be necessary to allow
19 the Parties to seek and obtain Final Approval.

20 The Postcard Notice and Long Form Notice, as set forth in Exhibits 1 and 2 to the
21 Agreement, and approved by this Preliminary Approval Order, are the best notice practicable, and
22 are reasonably calculated, under the circumstances, to apprise the members of the Settlement Class
23 of the pendency of the Action and their right to participate in, object to, or exclude themselves from
24 the Settlement. This Court further finds that the Postcard Notice and Long Form Notice are due and
25 sufficient notice of the Final Approval Hearing date, the Settlement, the Motion for Final Approval
26 and Application for Attorneys' Fees, Costs, and Service Awards, and other matters set forth in the
27 Agreement, and that the Postcard Notice and Long Form Notice fully satisfy California Rules of
28 Court and due process of law, to all persons entitled thereto.

1 Any member of the Settlement Class who intends to object to the fairness, reasonableness,
2 and adequacy of the Settlement, including Class Counsel's Application for Attorneys' Fees, Costs,
3 and Service Awards, must object in writing, filed with the Court, and sent by mail to Class Counsel,
4 Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the
5 Court, the objection must be submitted no later than the last day of the Objection Deadline, as
6 specified in the Notice. An objection shall be deemed to have been submitted when posted if
7 received with a postmark date indicated on the envelope if mailed first-class postage prepaid and
8 addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express),
9 an objection shall be deemed to have been submitted on the shipping date reflected on the shipping
10 label. There shall be no combined, collective, or joint objections and, in the event any combined,
11 collective, or joint objections are submitted, they shall be deemed invalid as to all such persons.

12 For an objection to be considered by the Court, the objection must also set forth:

13 (a) The name of the Action, which is *Fonseca et al. v. Chimienti & Associates*,
14 Superior Court of California, County of Tulare, Consolidated Case No. VCU315048;

15 (b) the objector's full name, mailing address, telephone number, and email
16 address (if any);

17 (c) all grounds for the objection, accompanied by any legal support for the
18 objection known to the objector or objector's counsel;

19 (d) a statement of whether the objection applies only to the objector, to a specific
20 subset of the class, or to the entire class;

21 (e) the number of times the objector has objected to a class action settlement
22 within the five years preceding the date that the objector files the objection, the caption of each case
23 in which the objector has made such objection, and a copy of any orders related to or ruling upon
24 the objector's prior objections that were issued by the trial and appellate courts in each listed case;

25 (f) the identity of all counsel who represent the objector, including any former
26 or current counsel who may be entitled to compensation for any reason related to the objection to
27 the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;

28 (g) the number of times in which the objector's counsel and/or counsel's law firm

1 have objected to a class action settlement within the five years preceding the date of the filed
2 objection, the caption of each case in which counsel or the firm has made such objection and a copy
3 of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that
4 were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or
5 counsel's law firm have objected to a class action settlement within the preceding five years;

6 (h) a statement of whether the objector and/or his/her attorney intend to appear
7 at the Final Approval Hearing;

8 (i) a list of all persons who will be called to testify at the Final Approval Hearing
9 in support of the objection (if any);

10 (j) a statement confirming whether the objector intends to personally appear
11 and/or testify at the Final Approval Hearing; and

12 (k) the objector's signature (an attorney's signature is not sufficient).

13 Any member of the Settlement Class who does not provide a timely and written objection
14 shall have waived any objection and shall forever be foreclosed from making any objection to the
15 fairness, reasonableness, or adequacy of the proposed Settlement and Class Counsel's Application
16 for Attorneys' Fees, Costs, and Service Awards.

17 Members of the Settlement Class may elect to opt-out of the Settlement Class at any time
18 during the Opt-Out Deadline. In the event a member of the Settlement Class wishes to opt-out of
19 the Settlement Class and not to be bound by the Agreement, that person must mail a written request
20 to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out
21 Deadline. The opt-out request must be personally signed by the Settlement Class Member and
22 contain the name, address, telephone number, and email address (if any), and include a statement
23 indicating a request to be excluded from the Settlement Class. Any individual in the Settlement
24 Class who does not timely and validly request to opt out shall be bound by the terms of this
25 Agreement even if he or she does not submit a Valid Claim. There shall be no combined, collective,
26 or joint opt-out requests and, in the event any combined, collective, or joint opt-out requests are
27 submitted, they shall be deemed void as to all such persons.

28 Any member of the Settlement Class who submits a timely opt-out request may not file an

1 objection to the Settlement and shall be deemed to have waived any rights or benefits under the
2 Agreement.

3 All pretrial proceedings in this Action are stayed and suspended until further order of this
4 Court, except such actions as may be necessary to implement the Agreement and this Preliminary
5 Approval Order.

6 In the event that (a) this Court does not finally approve the Settlement as provided in the
7 Agreement; (b) this Court does not enter the Final Approval Order as provided in all material
8 respects and substantial form set forth in the Agreement; or (c) the Settlement does not become final
9 for any other reason consistent with the terms of the Agreement, the Agreement shall be null and
10 void and any order or judgment entered by this Court in furtherance of the Settlement shall be
11 vacated *nunc pro tunc*. In such a case, the Parties shall proceed in all respects as if the Agreement
12 had not been executed and the Parties shall in no way be prejudiced in proceeding with or defending
13 this litigation, the conditional class certification effected herein will be null and void, and Defendant
14 shall have the right to object to certification of the Settlement Class or any other class at any future
15 time.

16 This Preliminary Approval order shall be of no force or effect if the Final Approval Order is
17 not entered or if there is no Effective Date and shall not be construed or used as an admission,
18 concession or declaration by or against Defendant of any fault, wrongdoing, breach, liability or
19 propriety of certifying any class. Nor shall this Preliminary Approval Order be construed or used
20 as an admission, concession or declaration by or against the Class Representatives or any other
21 Settlement Class Member that his or her claims lack merit or that the relief requested is
22 inappropriate, improper or unavailable, or as a waiver by any Party of any defense or claims they
23 may have in this Action or in any other lawsuit.

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

27 All proceedings in the Action, other than those related to approval of the Settlement, are
28 hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released

1 Claims are hereby enjoined and stayed pending Final Approval of the Settlement.

2 The Parties are directed to carry out their obligations under the Agreement.

3 **SUMMARY OF DEADLINES**

4

Event	Deadline
Deadline to commence Notice Program	30 days after entry of the Preliminary Approval Order
Deadline to complete Notice Program	45 days before the initially scheduled Final Approval Hearing
Deadline to File Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards	45 days before the initially scheduled Final Approval Hearing
Opt-Out Period Ends	30 days before the initially scheduled Final Approval Hearing
Objection Period Ends	30 days before the initially scheduled Final Approval Hearing
Claim Form Deadline	15 days before the initially scheduled Final Approval Hearing
Final Approval Hearing	January 12, 2027 at 8:30 a.m.

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20

21 **IT IS SO ORDERED.**

22 Dated: 06/04/2026



23 The Hon. Bret D. Hillman
24 Judge of the Superior Court