

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

PENNIE ROLLER, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

CONSTAR FINANCIAL SERVICES, LLC,
and EMPEREON MARKETING, LLC

Defendants.

Case No. CV2025-024604

**ORDER OF PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

(Assigned to the Hon. Frank Moskowitz)

Before the Court is Plaintiff’s Unopposed Motion for Preliminary Approval of a Class Action Settlement. Having considered the motion, settlement agreement and exhibits attached thereto, the motion is hereby **GRANTED**.

The Settlement Proposal satisfies the criteria for preliminary approval. The Proposed Settlement (1) appears to be the product of serious, informed, non-collusive negotiations, (2) has no obvious deficiency, (3) does not improperly grant preferential treatment to class representatives or segments of the class, and (4) falls within the range of possible approval. *Doyle v. Pekin Ins. Co.*, 2025 WL 1192752, at *3 (D. Ariz. Apr. 24, 2025) (citing *Horton v. USAA Cas. Ins. Co.*, 266 F.R.D. 360, 363 (D. Ariz. 2009)). The parties have shown the Settlement Class will likely be certified upon final hearing and the Settlement Proposal approved. Notice to the Settlement Class Members is therefore justified. Ariz. R. Civ. P. 23(e)(1). Accordingly, it is hereby **ORDERED, ADJUDGED, and DECREED:**

(1) The Court finds it will likely be able to approve the Settlement Proposal under Rule 23(e)(2) upon final hearing. Ariz. R. Civ. P. 23(e)(1)(B)(i).

(2) The Settlement Proposal is fair, adequate and reasonable, and the proposed Notice

1 Program protects the due process rights of Settlement Class Members.

2 (3) The Court further finds it will likely be able to certify the Settlement Class for
3 purposes of judgment on the proposal. Ariz. R. Civ. P. 23(e)(1)(B)(ii).

4 (4) The proposed Settlement Class, as indicated below, is hereby provisionally
5 certified for purposes of settlement:

6 **All persons whose PII was potentially compromised in the Data Incident,**
7 **including all individuals to whom Defendants sent an individual notification**
8 **letter to regarding the Data Incident.**

9 (5) The Court conditionally determines that for settlement purposes the proposed
10 Settlement Class meets all the requirements of Arizona Rule of Civil Procedure 23(a) and (b)(3),
11 namely that the class is so numerous that joinder of all Class Members is impractical; that there
12 are common issues of law and fact; that the claims of the Class Representatives are typical of
13 absent Class Members; that the Class Representatives will fairly and adequately protect the
14 interests of the Class as they have no interests antagonistic to or in conflict with the Class and
15 have retained experienced and competent counsel to prosecute this matter; that common issues
16 predominate over any individual issues; and that a class action is the superior means of
17 adjudicating the controversy.

18 Class Representation

19 (6) Plaintiff Pennie Roller is hereby provisionally appointed the Class Representative.

20 (7) J. Gerard Stranch, IV, and Grayson Wells of Stranch, Jennings & Garvey, PLLC
21 are hereby provisionally appointed Class Counsel. The Court finds Mr. Stranch and Mr. Wells
22 are experienced and will adequately protect the interests of the Settlement Class. Ariz. R. Civ. P.
23 23(g).

24 (8) A Remote Final Approval Hearing shall take place before the Court on **May 22,**
25 **2026, at 9:00 a.m.** Attorneys and self-represented parties shall appear and have their calendars
26 available for the conference. Each party will join the hearing by calling this division at Phone: 1
27 917-781-4590 and Conference ID Code: 859 060 772# or joining via court connect at
<https://tinyurl.com/jbazmc-cvj01> at the scheduled time.

1 This hearing will determine, among other things, whether: (a) the proposed Settlement
2 Class should be finally certified for settlement purposes pursuant to Arizona Rule of Civil
3 Procedure 23; (b) the Settlement Agreement should be finally approved as fair, reasonable and
4 adequate and, in accordance with the Settlement's terms, all claims in the Class Action Complaint
5 should be dismissed with prejudice; (c) Settlement Class Members should be bound by the
6 releases set forth in the Settlement Agreement; (d) the proposed Final Approval Order and
7 Judgment should be entered; and (e) the Application for Attorney's Fees, Costs, and Service
8 Awards should be approved. Any other matters the Court deems necessary and appropriate will
9 also be addressed at the hearing. The hearing may be re-scheduled without further notice to the
10 Class.

11 (9) Class Counsel shall file and serve their Application for Attorney's Fees, Costs,
12 and Service Awards by the deadline indicated below.

13 **Settlement Administrator**

14 (10) Simpluris is hereby appointed the Settlement Administrator, with responsibility
15 for reviewing, determining the validity of, and processing all claims submitted by Settlement
16 Class Members, and all other obligations of the Settlement Administrator as set forth in the
17 Settlement Agreement. All Administration and Notice Costs incurred by the Settlement
18 Administrator will be paid by Defendants, as provided in the Settlement Agreement.

19 **Notice Plan**

20 (11) The Notice Plan – including the Short-Form Postcard Notice, Long-Form Notice,
21 and Claim Form, attached to the Settlement Agreement as Exhibits A, B, and C, along with the
22 proposed Settlement Website – satisfy the requirements of Arizona Rule of Civil Procedure 23
23 and due process, and it is hereby preliminarily approved. Non-material modifications to these
24 exhibits may be made without further order of the Court. The Settlement Administrator is directed
25 to carry out the Notice Plan and perform all other tasks the Settlement Agreement requires.

26 (12) The Court finds that the form, content, and method of giving notice to the
27 Settlement Class as described in the Notice Plan: (a) constitute the best practicable notice to the

1 Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement
2 Class Members of the pendency of the action, the terms of the proposed Settlement Agreement,
3 and their rights under the proposed Settlement Agreement; (c) are reasonable and constitute due,
4 adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the
5 requirements of Arizona Rule of Civil Procedure 23 and the constitutional requirement of due
6 process. The Court further finds the notice is written in plain language, uses simple terminology,
7 and is designed to be readily understandable by Settlement Class Members.

8 **Opting Out of the Settlement**

9 (13) Any Settlement Class Member may opt-out of the Settlement Class at any time
10 during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator, as
11 indicated below, postmarked no later than the last day of the Opt-Out Period, as defined below.
12 The opt-out request must be personally signed by the Settlement Class Member and contain the
13 requestor's name, address, telephone number, and email address (if any), and a statement
14 indicating a request to be excluded from the Settlement Class. Any Settlement Class Member
15 who does not timely and validly request to opt out shall be bound by the terms of Settlement,
16 even if that Settlement Class Member does not submit a Valid Claim.

17 **Objecting to the Settlement**

18 (14) Any Settlement Class Member can object to the Settlement Proposal or
19 forthcoming Application for Attorney's Fees, Costs, and Service Awards. Objections must be
20 filed with the Court, and sent by U.S. Mail to Class Counsel, Defense Counsel, and the Settlement
21 Administrator, as indicated below. For an objection to be considered by the Court, the objection
22 must be submitted no later than the last day of the Objection Period, as defined below, and the
23 Settlement Class Member must not have excluded him/herself from the Settlement Class.

24 (15) For an objection to be considered by the Court, the objection must also set forth
25 the following:

- 26 a. the objector's full name, mailing address, telephone number, and email address (if
27 any);

- 1 b. all grounds for the objection, accompanied by any legal support for the objection
2 known to the objector or objector's counsel;
- 3 c. the number of times the objector has objected to a class action settlement within
4 the five years preceding the date that the objector files the objection, the caption
5 of each case in which the objector has made such objection, and a copy of any
6 orders related to or ruling upon the objector's prior objections that were issued by
7 the trial and appellate courts in each listed case;
- 8 d. the identity of all counsel who represent the objector, including any former or
9 current counsel who may be entitled to compensation for any reason related to the
10 objection to the Settlement and/or the Application for Attorneys' Fees, Costs, and
11 Service Awards, and whether they will appear at the Final Approval Hearing;
- 12 e. the number of times in which the objector's counsel and/or the objector's
13 counsel's law firm have objected to a class action settlement within the five years
14 preceding the date of the filed objection, the caption of each case in which counsel
15 or the firm has made such objection and a copy of any orders related to or ruling
16 on the objection issued by the trial and appellate courts in each such listed case;
- 17 f. a list of all persons who will be called to testify at the Final Approval Hearing in
18 support of the objection (if any);
- 19 g. a statement confirming whether the objector intends to personally appear and/or
20 testify at the Final Approval Hearing; and
- 21 h. the objector's signature (an attorney's signature is not sufficient).

22 **Claims Process**

23 (16) The Settlement Agreement establishes a process for assessing and determining the
24 validity and value of claims and a methodology for paying Settlement Class Members that submit
25 a timely, valid Claim Form. The Court preliminarily approves this process.

26 (17) Settlement Class Members that qualify for and wish to submit a Claim Form shall
27 do so in accordance with the requirements and procedures specified in the Settlement Agreement,

1 including the Claim Form. If the Settlement Agreement is finally approved, all Settlement Class
2 Members who qualify for any benefit under the Settlement Agreement, but who fail to submit a
3 claim in accordance with the requirements and procedures specified in the Settlement Agreement,
4 including the Claim Form, shall be forever barred from receiving any such benefit. Such
5 Settlement Class Members, however, will in all other respects be subject to and bound by the
6 provisions of the Settlement Agreement, including the releases included in the Settlement
7 Agreement, and the Final Approval Order and Judgment.

8 **Termination of Settlement Agreement and Continuing Jurisdiction**

9 (18) In the event the Settlement Proposal is not approved upon final hearing, or upon
10 any other terminating event as contemplated in the Settlement Agreement, all obligations of
11 Plaintiff, Class Counsel, Defendants, and Defendants' Counsel under the Settlement shall cease
12 to be of any force and effect; and the Parties shall return to the *status quo ante* as if the Parties
13 had not entered into the Settlement Agreement or filed related motions with the Court. In the
14 event of such a termination, the Parties' respective pre-Settlement rights, claims, and defenses
15 will be retained and preserved.

16 (19) In the event the Settlement is terminated in accordance with the provisions of the
17 Settlement Agreement, any discussions, offers, or negotiations associated with the Settlement
18 Proposal shall not be discoverable or offered into evidence or used in the Action or any other
19 action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the
20 same position as if the Settlement Proposal had not been negotiated, made, or filed with the Court.

21 (20) Before filing any motion in the Court raising a dispute arising out of or related to
22 the Settlement Proposal, the Parties shall consult with each other and certify to the Court that
23 they have met and conferred in an attempt to resolve the dispute.

24 (21) The Court shall retain jurisdiction over the implementation, enforcement, and
25 performance of the Settlement Proposal, and shall have exclusive jurisdiction over any suit,
26 action, proceeding, or dispute arising out of or relating to the Settlement Proposal that cannot be
27 resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain

1 jurisdiction over all questions or disputes related to the Notice Program and the Settlement
2 Administrator. As part of the agreement to render services in connection with this Settlement, the
3 Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

4 (22) The Court shall retain jurisdiction over the enforcement of the Court's injunction
5 barring and enjoining all Releasing Parties from asserting any of the Released Claims and from
6 pursuing any Released Claims against the Released Parties at any time and in any jurisdiction,
7 including during any appeal from the Final Approval Order.

8 **Stay of Proceedings and Future Actions**

9 (23) Except as necessary to effectuate this Order, this matter and any deadlines set by
10 the Court in this matter are stayed and suspended pending the Final Approval Hearing and
11 issuance of the Final Approval Order and Judgment, or until further order of this Court.

12 (24) Upon entry of this Order, with the exception of Class Counsel, Defense Counsel,
13 and the Class Representatives' implementation of the Settlement Proposal and the approval
14 process in this Action, all Releasing Parties shall be provisionally enjoined and barred from
15 asserting any claims or continuing any litigation arising out of, relating to or in connection with
16 the Released Claims against the Released Parties prior to the Court's decision as to whether to
17 grant Final Approval of the Settlement Proposal.

18 **Settlement Administration Schedule and Deadlines**

19 (25) Deadlines discussed above shall be set according to the following schedule:

20 Task	Deadline
21 Defendant to Provide Class List	Within 10 days of entry of this order
22 Notice Commencement Date	Within 30 days of entry of this order
23 Notice Completion Date	Within 45 days of entry of this order
24 Opt-Out Deadline	Within 60 days of Notice
25 Objection Deadline	Within 60 days of Notice
26 Claim Deadline	Within 60 days of Notice Completion
27 Class Counsel to File Application for Fees, Expenses, and Service Award	No later than 14 days before the Opt-Out and Objection Deadlines

Task	Deadline
Class Counsel to File Motion for Final Approval	No later than 14 days before the Final Approval Hearing
Final Approval Hearing	<u>See above.</u>

(26) The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Settlement Administrator.

Contact Information

(27) The Settlement Administrator, Class Counsel, and Defense Counsel can be contacted with the information provided below:

Settlement Administrator	Class Counsel	Defense Counsel
Constar Data Incident Settlement c/o Settlement Administrator [PO Box Number] Santa Ana, CA 92799-9958	J. Gerard Stranch, IV Grayson Wells STRANCH, JENNINGS & GARVEY, PLLC The Freedom Center 223 Rosa L. Parks Avenue, Suite 200 Nashville, TN 37203 gstranch@stranchlaw.com gwells@stranchlaw.com	Jad Sheikali SHOOK, HARDY & BACON L.L.P. 111 S. Wacker Drive, Ste. 4700 Chicago, IL 60606 (312) 704-7754 jsheikali@shb.com <i>Counsel for Constar Financial Services, LLC</i> John T. Mills GORDON REES SCULLY MANSUKHANI, LLP One Battery Park Plaza, 28 th Floor New York, NY 10004 (212) 453-0778 jtmills@grsm.com <i>Counsel for Empereon Marketing LLC</i>

IT IS SO ORDERED.

DATED:

The Honorable Frank Moskowitz

eSignature Page 1 of 1

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Granted with Modifications



/S/ Frank Moskowitz Date: 1/15/2026
Judicial Officer of Superior Court

ENDORSEMENT PAGE

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JOHN C GRAY

LINCOLN COMBS

SHANA STUCKEY