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Settlement Class*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **COUNTY OF NAPA**

13 JOANNE KAPLAN, on behalf of herself and  
14 all others similarly situated,

15 Plaintiff,

16 v.

17 CRIMSON WINE GROUP, LTD.,

18 Defendant.  
19

Case No. 25CV001571

[Assigned for All Purposes to:  
Hon. Joseph J. Solga; Dept. B]

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

Date: March 4, 2026  
Time: 8:30 am  
Dept. B

Complaint Filed: July 30, 2025  
Trial Date: None

22 This matter is before the Court on Plaintiff's Motion for Preliminary Approval of Class  
23 Action Settlement (the "Motion"). Plaintiff Joanne Kaplan ("Plaintiff"), individually and on behalf  
24 of the proposed Settlement Class, and Defendant Crimson Wine Group, Ltd. ("CWG" or  
25 "Defendant" and collectively with Plaintiff the "Parties") have entered into a Settlement Agreement  
26 dated February 20, 2026, that, if approved, would settle the above-captioned Action. Having  
27 considered the Motion, the Settlement Agreement together with all exhibits and attachments  
28

**FILED**

APR 01 2026

Clerk of the Napa Superior Court  
By:   
Deputy

1 thereto, the record in this matter, and the briefs and arguments of counsel, IT IS HEREBY  
2 ORDERED as follows:

3 1. Unless otherwise defined herein, all terms that are capitalized herein shall have the  
4 same meanings ascribed to those terms in the Settlement Agreement.

5 2. The Court has jurisdiction over this Action, Class Representative, Defendant,  
6 Settlement Class Members, and any party to any agreement that is part of or related to the  
7 Settlement Agreement.

8 **PRELIMINARY APPROVAL**

9 3. The Court has reviewed the terms of the proposed Settlement Agreement, the  
10 exhibits and attachments thereto, Plaintiff's Motion, briefs and papers, and the declarations of Class  
11 Counsel and the Settlement Administrators. Based on its review of these papers, the Court finds  
12 that the Settlement Agreement appears to be the result of serious, informed, non-collusive  
13 negotiations. The terms of the Settlement Agreement fall within the range of possible approval as  
14 fair, reasonable, and adequate.

15 4. The Court therefore GRANTS preliminary approval of the Settlement Agreement  
16 and all of the terms and conditions contained therein.

17 **PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS**

18 5. The Settlement Class consists of approximately 26,238 individuals. Pursuant to Cal.  
19 Civ. Proc. Code § 382, the Court preliminarily certifies, for settlement purposes only, the  
20 Settlement Class defined in the Settlement Agreement as follows:

21 all individuals residing in the United States whose Private Information was accessed  
22 and/or acquired by an unauthorized party as a result of the data breach reported by  
23 Defendant in June 2024. Excluded from the Settlement Class are all persons who  
24 are: (a) directors and officers of Defendant; (b) the Judge assigned to the Action,  
25 that Judge's immediate family, and Court staff; and (c) natural persons who properly  
26 execute and submit a Request for Exclusion prior to the expiration of the Opt-Out  
27 Period.

28 6. The Court preliminarily finds that the Settlement Class satisfies the requirements of  
Cal. Civ. Proc. Code § 382 for settlement purposes: (1) the Settlement Class is so numerous that  
joinder of all members is impracticable; (2) there are questions of law or fact common to the  
Settlement Class; (3) the Settlement Class Representative's claims are typical of those of Settlement

1 Class Members; and (4) the Settlement Class Representative will fairly and adequately protect the  
2 interests of the Settlement Class.

3 7. The Court preliminarily finds that the Settlement Class satisfies the requirements of  
4 Cal. Civ. Proc. Code § 382 for settlement purposes: (1) the questions of law or fact common to the  
5 Settlement Class predominate over individual questions; and (2) class action litigation is superior  
6 to other available methods for the fair and efficient adjudication of this controversy.

7 8. The Court hereby appoints Joanne Kaplan as the Class Representative.

8 9. The Court hereby appoints as Settlement Class Counsel Catherine Ybarra and Neil  
9 Williams of Siri & Glimstad, LLP and Jessica A. Wilkes of Federman & Sherwood as Liaison Class  
10 Counsel.

### 11 NOTICE AND ADMINISTRATION

12 10. Pursuant to the Settlement Agreement, the Parties have designated Simpluris, Inc.  
13 as the Settlement Administrator. The Settlement Administrator shall perform all the duties of the  
14 Settlement Administrator set forth in the Settlement Agreement.

15 11. The Court finds that the Notice Program set forth in the Settlement Agreement  
16 satisfies the requirements of due process and Cal. Civ. Proc. Code § 382 and provides the best  
17 notice practicable under the circumstances. The Notice Program, including the Email Notice,  
18 Postcard Notice, and Long Form Notice, are reasonably calculated to apprise Settlement Class  
19 Members of the nature of this Action, the scope of the Settlement Class, the terms of the Settlement  
20 Agreement, the right of Settlement Class Members to object to the Settlement Agreement or  
21 exclude themselves from the Settlement Class and the process for doing so, and of the Final  
22 Approval Hearing. The Court therefore approves the Notice Program and directs the Parties and  
23 the Settlement Administrator to proceed with providing Notice to Settlement Class Members  
24 pursuant to the terms of the Settlement Agreement and this Order.

25 12. The Settlement Administrator shall commence the Notice Program within the time  
26 required by the Settlement Agreement.

27 13. The Court also approves the Claim Form.  
28

1 EXCLUSIONS AND OBJECTIONS

2 14. Settlement Class Members who wish to opt out of and exclude themselves from the  
3 Settlement Class may do so by submitting a written request to the Settlement Administrator,  
4 postmarked no later than the last day of the Opt-Out Period, which is \_\_\_\_\_, 2026 (*i.e.*, 60  
5 days after the Notice is first distributed). To be valid, the opt-out request must be personally signed  
6 by the Settlement Class Member and must include the requestor's name, address, telephone  
7 number, and email address (if available), along with a clear statement indicating the request to be  
8 excluded from the Settlement Class. The written request must clearly manifest the individual's  
9 intent to opt out. All Requests for Exclusion must be submitted individually in connection with a  
10 Settlement Class Member, *i.e.*, one request is required for every Settlement Class Member seeking  
11 exclusion.

12 15. All Settlement Class Members who do not opt-out and exclude themselves shall be  
13 bound by the terms of the Settlement Agreement upon entry of the Final Approval Order.

14 16. Settlement Class Members who wish to object in writing to the Settlement must  
15 submit a written objection to the Court in accordance with the procedures set forth in the Notice.  
16 Objections must be filed or postmarked no later than the last day of the Objection Period,  
17 \_\_\_\_\_, 2026 (*i.e.*, 60 days after the Notice is first distributed), and the relevant Settlement  
18 Class Member must not have excluded herself from the Settlement Class. Such written objection  
19 must set forth: (i) the objector's full name, mailing address, telephone number, and email address  
20 (if any); (ii) all grounds for the objection, accompanied by any legal support for the objection known  
21 to the objector or objector's counsel; (iii) the identity of all counsel (if any) who represent the  
22 objector, including any former or current counsel who may claim an entitlement to compensation  
23 for any reason related to the objection to the Settlement and/or Motion for Attorneys' Fees, Costs,  
24 and Service Awards; (iv) the identity of all counsel (if any) representing the objector, and whether  
25 they will appear at the Final Approval Hearing; (v) a list of all persons who will be called to testify  
26 at the Final Approval Hearing in support of the objection (if any); (vi) a statement confirming  
27 whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and  
28 (vii) the objector's signature (an attorney's signature is not sufficient).

1 17. To be timely, written objections must be sent to and postmarked or shipped to the  
2 Settlement Administrator no later than the last day of the Objection Period, which is       
3 2026 (*i.e.*, 60 days after the Notice is first distributed). If submitted by U.S. Mail, an objection will  
4 be deemed submitted as of the postmark date indicated on the envelope, provided it is sent by first-  
5 class mail, postage prepaid, and properly addressed in accordance with the instructions. If submitted  
6 by courier (*e.g.*, Federal Express), an objection will be deemed submitted on the shipping date  
7 shown on the shipping label.

8 **FINAL APPROVAL HEARING**

9 18. The Court will hold a Final Approval Hearing on   7/22  , 2026, at 8:30  
10 a.m., in Department B:

11 <https://www.zoomgov.com/j/1618700612?pwd=3bjaxoPtjuWe7B7JQWBQ8muwSuMiXC.1>

12 Join by Phone: 833-568-8864 or 833-435-1820 Meeting ID: 161 870 0612 Password: 776773

13 19. At the Final Approval Hearing, the Court will consider whether:  
14 (a) the Settlement is fair, reasonable, and adequate; (b) the Settlement Class should be finally  
15 certified for settlement purposes; (c) a final judgment should be entered; (d) Class Counsel's motion  
16 for attorneys' fees and costs should be granted; and (e) the service award sought for Representative  
17 Plaintiff should be granted.

18 20. The Court reserves the right to continue the date of the Final Approval Hearing  
19 without further notice to Settlement Class Members.

20 **DEADLINES, INJUNCTION & TERMINATION**

Event	Date
Defendant to provide the Settlement Administrator with the Class Member List	Within 10 days after entry of this Order
Notice Program per Settlement Agreement commences	Within 30 days after entry of this Order
Class Counsel's Motion for Attorneys' Fees and Costs and Service Award	No later than 25 court days before the original date set for the Final Approval Hearing
Opt-Out and Objection Deadlines	60 days after the Notice is first distributed

Motion for Final Approval	No later than 16 court days before the original date set for the Final Approval Hearing
Final Approval Hearing	At the Court's convenience <u>7/22</u> , 2026 (i.e., 120 days after entry of this Order, or shortly thereafter)

21. All proceedings and deadlines in this matter, except those necessary to implement this Order and the settlement, are hereby stayed and suspended until further order of the Court.

22. All Settlement Class Members who do not validly opt-out and exclude themselves are hereby enjoined from pursuing or prosecuting any of the Released Claims as set forth in the Settlement Agreement until further order of the Court.

23. In the event that the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement: (a) the Settlement Agreement and this Order shall become void, shall have no further force or effect, and shall not be used in the Action or any other proceedings for any purpose other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination; (b) this matter will revert to the status that existed before execution of the Settlement Agreement; and (c) no term or draft of the Settlement Agreement or any part of the Settling Parties' settlement discussions, negotiations or documentation (including any briefs filed in support of preliminary or final approval of the settlement) shall (i) be admissible into evidence for any purpose in this Action or in any other action or proceeding other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination, (ii) be deemed an admission or concession by any Settling Party regarding the validity of any of the Released Claims or the propriety of certifying any class against Defendant, or (iii) be deemed an admission or concession by any Settling Party regarding the truth or falsity of any facts alleged in the Action or the availability or lack of availability of any defense to the Released Claims.

**IT IS SO ORDERED.**

Dated: MAR 26 2026

  
 HON. JOSEPH J. SOLGA  
 JUDGE OF THE SUPERIOR COURT