

IN THE STATE COURT OF FULTON COUNTY
STATE OF GEORGIA

LENCOLA ROBERTS, CELESTINO
SANCHEZ II, and GINGER WAGNER,
individually, and on behalf
of all others similarly situated,

Case No. 26EV000358

Plaintiffs,

v.

HIRE VELOCITY, LLC,

Defendant.

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

Before the Court is Plaintiffs¹ Motion for Preliminary Approval of Class Action Settlement (~~Doc. No. ___~~), the terms of which are set forth in a Settlement Agreement between Plaintiffs and Defendant Hire Velocity, LLC.

Having fully considered the issue, the Court hereby **GRANTS** the Preliminary Approval to the Settlement and **ORDERS** as follows:

1. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to O.C.G.A. § 15-6-8 and personal jurisdiction over the Parties before it. Additionally, venue is proper in this District pursuant to O.C.G.A. § 9-10-93.

2. **Class Certification for Settlement Purposes Only.** The Settlement Agreement provides for a Settlement Class defined as follows:

All living individuals residing in the United States who were sent written notice from Defendant that their Private Information may have been compromised in the Data Incident affecting Defendant in approximately February 2025.

¹ All defined terms have the same meaning as set forth in Section II of the Settlement Agreement attached as Exhibit A to the Motion for Preliminary Approval, unless otherwise indicated.

Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) all Settlement Class Members who timely and validly opt-out of the Settlement.

The Court finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of O.C.G.A. § 9-11-23(a)-(b). Specifically, the Court finds for settlement purposes only that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are questions of law and fact that are common to the Settlement Class; (c) the claims of the Settlement Class Representatives are typical, and the Plaintiffs seek the same relief as the claims of the Settlement Class Members; (d) the Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

3. **Appointment of Class Representatives and Class Counsel.** The Court finds that Plaintiffs Lencola Roberts, Celestino Sanchez II, and Ginger Wagner will likely satisfy the requirements of O.C.G.A. § 9-11-23(a)(4) and appoints them as the Class Representative. Additionally, the Court finds that Raina C. Borrelli of Strauss Borrelli PLLC, Casandra Turner of Milberg, PLLC, and Jonathan M. Streisfeld of Kopelowitz Ostrow P.A. will likely satisfy the requirements of O.C.G.A. § 9-11-23(a)(4) and appoints them as Class Counsel.

4. **Preliminary Settlement Approval.** Pursuant to O.C.G.A. § 9-11-23, the Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate and that Notice to the Settlement Class is warranted. Accordingly, the Settlement is preliminarily

approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arm's length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the equitable treatment of the Settlement Class Members under the Settlement, and all of the other factors required by O.C.G.A. § 9-11-23 and relevant case law.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on December 15, 2026, at 10:00 .m. in Courtroom 2F [address/via zoom], where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes; (b) the Settlement should be finally approved as fair, reasonable, and adequate; (c) this Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly opted-out from the Settlement) should be bound by the Releases set forth in the Settlement Agreement; (e) the application of Settlement Class Counsel for an Attorneys' Fees and Costs Payment should be granted; and (f) the application for Service Awards to the Class Representatives should be granted.

6. **Settlement Administrator.** The Court appoints Kroll Settlement Administration LLC as the Settlement Administrator, with responsibility for Notice Program and Settlement Administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administration Costs shall be paid by Defendant pursuant to the terms of the Settlement Agreement.

7. **Notice Program.** The proposed Notice Program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement as Exhibits 1-

3 are approved. Non-material modifications to the Notices and Claim Form may be made by the Settlement Administrator in consultation and agreement with the Parties, but without further order of the Court.

8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or opt-out from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including O.C.G.A. § 9-11-23; and (e) and meet the requirements of the Due Process Clause(s) of the United States and Georgia Constitutions. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. Therefore, the Settlement Administrator is directed to carry out the Notice Program in conformance with the Settlement Agreement.

9. **Exclusion from Settlement Class.** A Settlement Class Member may opt-out of the Settlement Class by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class.

If a Final Approval Order and Judgment is entered, all Settlement Class Members who do

not timely and validly request to opt-out from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and Judgment. All Settlement Class Members who submit valid and timely opt-out requests shall not receive any Settlement Class Member Benefits or be bound by the terms of the Settlement Agreement.

10. **Objections and Appearances.** A Settlement Class Member (who does not submit a timely written opt-out request) desiring to object to the Settlement Agreement may submit a timely written objection by the Objection Deadline and as stated in the Notice. Objections must be filed with the Court, and a copy sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. If a Settlement Class Member submits both a timely and complete opt-out request and an objection, the opt-out request shall control and the objection will be deemed invalid and not considered by the Court. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

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

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling

upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

d. the identity of all counsel (if any) who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award;

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

f. the identity of all counsel (if any) representing the objector that will appear at the Final Approval Hearing;

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

h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

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

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object

to the Settlement Agreement, shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action, and shall be precluded from seeking any review of the Settlement Agreement and/or Final Approval Order by appeal or other means. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the Final Approval Order, or judgment to be entered upon Final Approval shall be pursuant to appeal under the Georgia Rules of Appellate Procedure and not through a collateral attack.

11. **Claim Process.** The Settlement Administrator will be responsible for effectuating the Claim Process. The Settlement creates a process for Settlement Class Members to claim Settlement Class Member Benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form available to Settlement Class Members in the manner specified in the Notices.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

42. **Termination of Settlement.** This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- a. Court approval of the Settlement consideration and Releases set forth

therein;

b. The Court has entered the Preliminary Approval Order;

c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

12. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions existing immediately before this Court entered this Preliminary Approval Order, if the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date. In such event, the Settlement shall become null and void and be of no further force and effect, and neither the Settlement (including any Settlement-related filings) nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

13. If the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date, then this Preliminary Approval Order shall be of no force or effect; shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission, concession, or declaration by or against any Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable; and shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims he or she may have in this Action or in any other lawsuit.

14. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if the Final Approval Order is not entered or there is no Effective Date, and it shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or propriety of certifying any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representative 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 Action or in any other lawsuit.

15. **Adjournment or Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing without further written notice to the Settlement Class. If the Court does so, the new date and time shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may elect to hold the Final Approval Hearing virtually by Zoom or some other application, and if it does, the instructions on how to attend shall be posted by the Settlement Administrator on the Settlement Website.

16. **Stay of Action.** All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, with the exception of Class Counsel's, Defendant's Counsel's, Defendant's, and the Class Representatives' implementation of the Settlement and the approval process in this Action, all Settlement Class Members are provisionally enjoined and barred from asserting any claims or continuing any litigation against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final Approval of the Settlement.

17. **Jurisdiction Pending Settlement Approval.** For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the

proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

18. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions and Final Approval Hearing:

Defendant provides Class List to Settlement Administrator	Within 30 days after Preliminary Approval Order
Notice Program Begins	Within 50 days after Preliminary Approval Order
Notice Program Ends	45 days before initial scheduled Final Approval Hearing date
Deadline to file Motion for Final Approval and Application for Attorneys' Fees, Costs and Service Awards	45 days before initial scheduled Final Approval Hearing date
Objection Deadline	30 days before initial scheduled Final Approval Hearing date
Opt-Out Deadline	30 days before initial scheduled Final Approval Hearing date
Claims Deadline	15 days before initial scheduled Final Approval Hearing date
Final Approval Hearing	<u>December 15</u> , 202 <u>6</u> , at <u>10:00 a.m.</u>]

IT IS SO ORDERED.

5.20.26

Dated

Judge

