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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

29 ANDY BENAVIDES, ILYA FELDMAN,
30 SUSAN HERNANDEZ, JOSHUA CROSS,
31 TARA MCINTOSH, and MAYRA VALLIN,
32 individually and on behalf of all others
33 similarly situated,

34 Plaintiffs,

35 vs.

36 HOPSKIPDRIVE, INC.,

37 Defendant.

38 Case No. 23STCV31729

39 *Assigned for All Purposes to
40 the Hon. Samantha Jessner*

41 **AMENDED [PROPOSED] ORDER
42 GRANTING PLAINTIFFS'
43 UNOPPOSED MOTION FOR
44 PRELIMINARY APPROVAL OF CLASS
45 ACTION SETTLEMENT**

The unopposed motion by Plaintiffs Andy Benavides, Ilya Feldman, Susan Hernandez, Joshua Cross, Tara McIntosh, and Mayra Vallin (“Plaintiffs”) for preliminary approval of the parties’ proposed class action settlement agreement (the “Agreement”) came on for hearing before this Court on November 17, 2025, at 11:00 a.m. The Court, having considered all papers filed in connection with the motion, all arguments of Counsel, and, good cause appearing, hereby ORDERS as follows:

1. This Preliminary Approval Order incorporates the Agreement, and the terms used herein shall have the meanings and/or definitions given to them in the Agreement, as submitted to the Court with the motion.

2. For purposes of the Settlement and conditioned upon the Settlement receiving final approval following the Final Approval Hearing, this Court hereby conditionally certifies the Settlement Class, defined as: "All individuals whose Private Information may have been compromised in the data breach that is the subject of the Notice of Data Incident that was sent to Plaintiffs and Class Members on or around November 14, 2023."¹

3. The Court finds that, for the purposes of Settlement: (a) the number of members of the Settlement Class are so numerous that joinder is impracticable; (b) there are questions of law and fact common to members of the Settlement Class; (c) the claims of the Plaintiffs are typical of the claims of the members of the Settlement Class; (d) the Plaintiffs are adequate representatives for the Settlement Class, and have retained experienced and adequate Class

¹ Excluded from the Settlement Class are: (1) the Judge(s) presiding over the Action and members of their immediate families and their staff; (2) HopSkipDrive and its subsidiaries, parent companies, successors, predecessors, and any entity in which HopSkipDrive, has a controlling interest; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

1 Counsel; (e) the questions of law and fact common to the members of the Settlement Class
2 predominate over any questions affecting any individual members; and (f) a class action is
3 superior to the other available methods for the fair and efficient adjudication of the controversy.

4 4. For the purposes of Settlement only, the Court finds and determines that the
5 named Plaintiffs will fairly and adequately represent the interests of the Settlement Class in
6 enforcing their rights in the Action and appoints them as Class Representatives.

7 5. For purposes of Settlement only, the Court appoints Gregory Haroutunian of
8 Emery Reddy, PC; and Jason M. Wucetich of Wucetich & Korovilas LLP as Settlement Class
9 Counsel.

10 6. Angeion Group, LLC is appointed as Settlement Administrator. The Settlement
11 Administrator shall abide by the terms and conditions of the Agreement that pertain to the
12 Settlement Administrator.

13 7. The Final Approval Hearing Date shall be **May 19, 2026 at 10:00 a.m.** before
14 the Honorable Samantha Jessner in Department 7, Superior Court of Los Angeles, located at 312
15 N. Spring Street, Los Angeles, California 90012, to consider: (a) the fairness, reasonableness and
16 adequacy of the proposed Agreement; (b) any objections made by Settlement Class members to
17 the proposed Agreement; (c) whether the Agreement should be finally approved by this Court;
18 (d) Class Counsel's motion for attorneys' fees and costs; (e) the motion seeking a service award
19 for the Plaintiffs as Class Representatives; and (f) such other matters as this Court may deem
20 proper and necessary.

21 8. Class Counsel are to file and serve the Motion for Fees, Costs, and Service Awards
22 fourteen (14) days before the deadline to opt-out or object, which is sixty (60) days after the
23 Settlement Administrator issues the class notice.

1 9. Class Counsel are to file and serve the Motion for Final Approval fourteen (14)
2 days before the Final Approval Hearing.

3 10. The proposed forms of Class Notice are attached to the Agreement as Exhibits B
4 and C and are hereby approved for the purpose of notifying the members of the Settlement Class
5 of the proposed Settlement, the Final Approval Hearing date, and the rights of the members of
6 the Settlement Class to exclude themselves or object to the Settlement, and shall be sent to the
7 members of the Settlement Class substantially in the forms approved. The Parties may by mutual
8 written consent make non-substantive changes to the notices without Court approval. The costs
9 of giving notice to the members of the Settlement Class shall be deducted from the common fund.

10 11. The Settlement Administrator shall issue the Class Notice by mail within thirty
11 (30) days after the entry of this Preliminary Approval Order.

12 12. The Long-Form Notice shall be posted on the Settlement Website created by the
13 Settlement Administrator.

14 13. Within seven (7) days after the Opt-Out Date, the Settlement Administrator shall
15 furnish to Class Counsel and to Defendant's Counsel a complete list of all timely and valid
16 Requests for Exclusion.

17 14. The Summary Notice, as set forth in Exhibit B to the Agreement and to be issued
18 in the manner described in the Agreement, is the best notice practicable, and is reasonably
19 calculated, under the circumstances, to apprise the members of the Class of the pendency of this
20 Action and their right to participate in, object to, or exclude themselves from the Settlement. This
21 Court further finds that the Long Form Notice, as set forth in Exhibit C to the Agreement, is
22 sufficient notice of the Final Approval Hearing date, the Settlement, the Motion for Final
23 Approval and Motion for Fees, Costs, and Service Awards, and other matters set forth in the
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Agreement, and that the Long Form Notice set forth in Exhibit C of the Agreement fully satisfies the California Rules of Court and due process of law, to all persons entitled thereto.

15. Settlement Class Members who wish to exclude themselves from the Settlement Class for purposes of this Settlement may do so by submitting a Request for Exclusion to the Settlement Administrator that is postmarked by sixty (60) days after Settlement Administrator mails the Short-Form Notice. The Request for Exclusion must comply with the exclusion procedures set forth in the Agreement. Each Settlement Class Member desiring to exclude him or herself from the Settlement Class shall timely submit written notice of such intent to the designated address set forth in the Notice. The written request must clearly manifest the intent to be excluded from the Settlement Class and must be signed by the Settlement Class Member. A Request for Exclusion may not request exclusion of more than one member of the Settlement Class.

16. Any member of the Settlement Class who timely requests exclusion consistent with these procedures may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement. Settlement Class members who fail to submit a valid and timely Request for Exclusion shall be bound by all terms of the Agreement and the Final Judgment.

17. Any member of the Settlement Class who has not timely filed a Request for Exclusion may object to the granting of final approval to the Settlement. Settlement Class Members may object on their own or may do so through separate counsel at their own expense.

18. Any written objection to the Settlement must: (a) state the Settlement Class Member's full name, current mailing address, and telephone number; (b) include proof that the individual is a member of the Settlement Class (e.g., copy of the Settlement Notice, copy of the

1 original Notice of the Data Security Incident); (c) identify the specific factual and legal grounds
2 for the objection; (d) identify all counsel representing the Settlement Class Member, if any; (e)
3 include a list, including case name, court, and docket number, of all other cases in which the
4 objector and/or the objector's counsel has filed an objection to any proposed class action
5 settlement in the past five (5) years; and (f) contain a statement regarding whether the Settlement
6 Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing.
7 To submit a written objection, the objector must send a letter to the Settlement Administrator.
8 Mailed objections must be submitted or postmarked within sixty (60) days following the Notice
9 Date.

10 19. Any member of the Settlement Class who has not timely filed a Request for
11 Exclusion may object to the granting of final approval to the Settlement by appearing at the Final
12 Approval Hearing and voicing their objection orally.

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

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

2 22. For the benefit of the Class and to protect this Court's jurisdiction, this Court
3 retains continuing jurisdiction over the settlement proceedings to ensure the effectuation thereof
4 in accordance with the settlement preliminarily approved herein and the related orders of this
5 Court.

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

7 24. Class Counsel shall serve a copy of this Preliminary Approval Order on all named
8 Parties or their counsel within seven (7) days of receipt.

9 25. Further litigation in this Action shall be stayed pending final approval of the
10 Settlement.

12 **Summary of Applicable Dates**

13 • **Deadline to Send Notice to the Class:** As soon as practicable, but no later than
14 30 days after entry of this Preliminary Approval Order.

15 • **Claims Deadline:** 90 days after the deadline to send Notice to the Class.

16 • **Objection Deadline:** 60 days after the deadline to send Notice to the Class.

17 • **Opt-Out Deadline:** 60 days after the deadline to send Notice to the Class.

18 • **Deadline to File Fee Application:** 14 days before the Objection Deadline.

19 • **Deadline to Respond to Objections and Move for Final Approval:** 14 days
20 before the Final Approval Hearing.

21 • **Final Approval Hearing Date:** **May 19, 2026 at 10:00 a.m.**

24 **IT IS SO ORDERED.**



A handwritten signature in black ink that appears to read "Samantha Jessner".

Samantha Jessner/Judge

Dated: 12/15/2025

Hon. Samantha Jessner
Los Angeles Superior Court

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