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

ANDY BENAVIDES, ILYA FELDMAN,  
SUSAN HERNANDEZ, JOSHUA CROSS,  
TARA MCINTOSH, and MAYRA VALLIN,  
individually and on behalf of all others  
similarly situated,  
  
Plaintiffs,  
  
vs.  
  
HOPSKIPDRIVE, INC.,  
  
Defendant.

Case No. 23STCV31729

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

**AMENDED [~~PROPOSED~~] ORDER  
GRANTING PLAINTIFFS'  
UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

**FILED**  
Superior Court of California  
County of Los Angeles  
**12/15/2025**  
David W. Slayton, Executive Officer / Clerk of Court  
By: A. Morales Deputy

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

7  
8 1. This Preliminary Approval Order incorporates the Agreement, and the terms used  
9 herein shall have the meanings and/or definitions given to them in the Agreement, as submitted  
10 to the Court with the motion.

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

16  
17 3. The Court finds that, for the purposes of Settlement: (a) the number of members  
18 of the Settlement Class are so numerous that joinder is impracticable; (b) there are questions of  
19 law and fact common to members of the Settlement Class; (c) the claims of the Plaintiffs are  
20 typical of the claims of the members of the Settlement Class; (d) the Plaintiffs are adequate  
21 representatives for the Settlement Class, and have retained experienced and adequate Class  
22

23  
24  
25 <sup>1</sup> Excluded from the Settlement Class are: (1) the Judge(s) presiding over the Action and members  
26 of their immediate families and their staff; (2) HopSkipDrive and its subsidiaries, parent  
27 companies, successors, predecessors, and any entity in which HopSkipDrive, has a controlling  
28 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

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

14 7. The Final Approval Hearing Date shall be **May 19, 2026 at 10:00 a.m.** before  
15 the Honorable Samantha Jessner in Department 7, Superior Court of Los Angeles, located at 312  
16 N. Spring Street, Los Angeles, California 90012, to consider: (a) the fairness, reasonableness and  
17 adequacy of the proposed Agreement; (b) any objections made by Settlement Class members to  
18 the proposed Agreement; (c) whether the Agreement should be finally approved by this Court;  
19 (d) Class Counsel's motion for attorneys' fees and costs; (e) the motion seeking a service award  
20 for the Plaintiffs as Class Representatives; and (f) such other matters as this Court may deem  
21 proper and necessary.  
22

23 8. Class Counsel are to file and serve the Motion for Fees, Costs, and Service Awards  
24 fourteen (14) days before the deadline to opt-out or object, which is sixty (60) days after the  
25 Settlement Administrator issues the class notice.  
26

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

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

15           13.      Within seven (7) days after the Opt-Out Date, the Settlement Administrator shall  
16 furnish to Class Counsel and to Defendant's Counsel a complete list of all timely and valid  
17 Requests for Exclusion.  
18

19           14.      The Summary Notice, as set forth in Exhibit B to the Agreement and to be issued  
20 in the manner described in the Agreement, is the best notice practicable, and is reasonably  
21 calculated, under the circumstances, to apprise the members of the Class of the pendency of this  
22 Action and their right to participate in, object to, or exclude themselves from the Settlement. This  
23 Court further finds that the Long Form Notice, as set forth in Exhibit C to the Agreement, is  
24 sufficient notice of the Final Approval Hearing date, the Settlement, the Motion for Final  
25 Approval and Motion for Fees, Costs, and Service Awards, and other matters set forth in the  
26  
27

1 Agreement, and that the Long Form Notice set forth in Exhibit C of the Agreement fully satisfies  
2 the California Rules of Court and due process of law, to all persons entitled thereto.

3 15. Settlement Class Members who wish to exclude themselves from the Settlement  
4 Class for purposes of this Settlement may do so by submitting a Request for Exclusion to the  
5 Settlement Administrator that is postmarked by sixty (60) days after Settlement Administrator  
6 mails the Short-Form Notice. The Request for Exclusion must comply with the exclusion  
7 procedures set forth in the Agreement. Each Settlement Class Member desiring to exclude him  
8 or herself from the Settlement Class shall timely submit written notice of such intent to the  
9 designated address set forth in the Notice. The written request must clearly manifest the intent to  
10 be excluded from the Settlement Class and must be signed by the Settlement Class Member. A  
11 Request for Exclusion may not request exclusion of more than one member of the Settlement  
12 Class.  
13

14 16. Any member of the Settlement Class who timely requests exclusion consistent  
15 with these procedures may not file an objection to the Settlement and shall be deemed to have  
16 waived any rights or benefits under this Settlement. Settlement Class members who fail to submit  
17 a valid and timely Request for Exclusion shall be bound by all terms of the Agreement and the  
18 Final Judgment.  
19

20 17. Any member of the Settlement Class who has not timely filed a Request for  
21 Exclusion may object to the granting of final approval to the Settlement. Settlement Class  
22 Members may object on their own or may do so through separate counsel at their own expense.  
23

24 18. Any written objection to the Settlement must: (a) state the Settlement Class  
25 Member's full name, current mailing address, and telephone number; (b) include proof that the  
26 individual is a member of the Settlement Class (e.g., copy of the Settlement Notice, copy of the  
27

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

19. 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 by appearing at the Final Approval Hearing and voicing their objection orally.

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

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

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

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

12 **Summary of Applicable Dates**

- 13
- 14 • **Deadline to Send Notice to the Class:** As soon as practicable, but no later than  
15 30 days after entry of this Preliminary Approval Order.
  - 16 • **Claims Deadline:** 90 days after the deadline to send Notice to the Class.
  - 17 • **Objection Deadline:** 60 days after the deadline to send Notice to the Class.
  - 18 • **Opt-Out Deadline:** 60 days after the deadline to send Notice to the Class.
  - 19 • **Deadline to File Fee Application:** 14 days before the Objection Deadline.
  - 20 • **Deadline to Respond to Objections and Move for Final Approval:** 14 days  
21 before the Final Approval Hearing.
  - 22 • **Final Approval Hearing Date:** May 19, 2026 at 10:00 a.m.
- 23

24 **IT IS SO ORDERED.**

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26

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Samantha Jessner / Judge

12/15/2025

Dated: \_\_\_\_\_

Hon. Samantha Jessner  
Los Angeles Superior Court