

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

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Michael Johnson, *on behalf of himself*  
*and all others similarly situated,*

Plaintiff,

v.

Comodo Group, Inc.,

Defendant.

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Civil Action No.: 16-04469

**ORDER PRELIMINARILY APPROVING SETTLEMENT; APPROVING  
NOTICE; AND SETTING DATE FOR FINAL APPROVAL HEARING**

**WHEREAS**, Plaintiff Michael Johnson (“Plaintiff”) and Defendant Comodo Group, Inc., (“CGI”) have reached a proposed Settlement, which is set forth in the Settlement Agreement filed with the Court; and

**WHEREAS**, Plaintiff has applied to the Court for preliminary approval of the proposed Settlement, the terms and conditions of which are set forth in the Settlement Agreement; and

**WHEREAS**, the Court has fully considered the record of these proceedings, the Settlement Agreement and all exhibits thereto, the representations, arguments and recommendation of counsel for the Parties and the requirements of law; and

**WHEREAS**, it appears to the Court upon preliminary examination that the proposed Settlement is fair, reasonable and adequate, and that a hearing should be held after notice to the Class of the proposed Settlement to finally determine whether the proposed Settlement is fair, reasonable and adequate and whether a Final Approval Order and Judgment should be entered in this Action.

THIS COURT FINDS AND ORDERS AS FOLLOWS:

1. The capitalized terms used in this Preliminary Approval Order shall have the same meaning as defined in the Settlement Agreement except as may otherwise be ordered.

2. The Court preliminarily approves the Settlement Agreement as fair, reasonable and adequate to the Class, as falling within the range of possible final approval, and as meriting notice of the Settlement to persons in the Class for their consideration and a hearing on the approval of the Settlement.

3. The Settlement Agreement was entered into by experienced counsel and only after extensive litigation and arm's-length negotiations

4. The Court approves Verita Global to serve as the Settlement Administrator in this Action.

5. If the Settlement is terminated or is not consummated for any reason, the parties to the proposed Settlement shall be returned to the status each occupied before entry of this Order, without prejudice to any legal argument that any of the parties to the Settlement might have asserted but for the Settlement.

6. A Final Approval Hearing shall be held before this Court on \_\_\_\_\_October 27,\_\_\_\_\_, 2025, to address: (a) whether the proposed Settlement should be finally approved as fair, reasonable and adequate and whether the Final Approval Order and Judgment should be entered; (b) whether the Released Claims of the Class in this Action should be dismissed on the merits and with prejudice; (c) whether Class Counsel's Attorneys' Fees and Costs application and the Incentive Award for the Named Plaintiff should be approved; and (d) such other matters as the Court may deem necessary or appropriate. Papers in support of final approval of the Settlement, the Incentive Award to Named Plaintiff, and Class Counsel's Attorneys' Fees and Costs application shall be filed with the Court according to the schedule set forth in Paragraph 16 below. The Final Approval Hearing may be

postponed, adjourned, or continued by order of the Court without further notice to the Class. After the Final Approval Hearing, the Court may enter a Final Approval Order and Judgment in accordance with the Settlement Agreement that will adjudicate the rights of all Class Members with respect to the Released Claims being settled. The Court may finally approve the Settlement at or after the Final Approval Hearing with any modifications agreed to by CGI and the Class Representative and without further notice to the Class.

7. The Court approves, as to form and content, the use of a Claim Form, Long Form Notice and Short Form/Postcard Notice substantially similar to the forms attached as Exhibits A, B, D and E to the Settlement Agreement, respectively. The parties may make non-substantive revisions to the Claim Form, Long Form Notice and Short Form/Postcard Notice without further court approval. Notice will be provided to members of the Class by first-class U.S. mail using class records as well as a reverse look-up process and other investigations deemed appropriate by the Settlement Administrator. All Notices shall be mailed or e-mailed within 30 days of the date of entry of this Preliminary Approval Order. Prior to the Final Approval Hearing, the Settlement Administrator will submit to the Court a declaration of compliance with these notice provisions.

8. The cost of Notice and settlement administration shall be paid from the Settlement Fund, as provided for in the Settlement Agreement.

9. The Notice, as directed in this Order, constitutes the best notice practicable under the unique circumstances of this case and is reasonably calculated to apprise the members of the Class of the pendency of this Action and of their right to object to the Settlement or exclude themselves from the Class. The Court further finds that the Notice program is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive such notice and that it meets the requirements of due process and of Federal Rule of Civil Procedure 23.

10. Any member of the Class who desires to be excluded from the Class, and therefore not be bound by the terms of the Settlement Agreement, must submit to the Settlement Administrator, pursuant to the instructions and requirements set forth in the Notice, a timely and valid written request for exclusion postmarked no later than 45 days following commencement of the Notice Plan.

11. Each request for exclusion, or “Opt-Out,” must be personally signed by the individual Class Member; any so-called “mass” or “class” opt-outs shall not be allowed. Further, to be valid and treated as a successful exclusion or “Opt-Out” the request must include: (a) the Requester’s full name, address, and the name of the Action and telephone number; (b) the telephone number at which the Requester allegedly received a call that is the subject of this Settlement Agreement; (c) the Requester’s personal and original signature, or the original signature of a person previously authorized by law, such as a trustee, guardian, or person acting under a valid power of attorney, to act on behalf of the Requester; and (d) state unequivocally that the Requester desires to be excluded from the Class.

12. No person shall purport to exercise any exclusion rights for any other Person, or purport to exclude any other Class Member as a group, aggregate or class involving more than one Class Member, or as an agent or representative. Any such purported exclusion shall be void and the Person that is the subject of the purported opt-out shall be treated as a member of the Class and be bound by the Settlement.

13. Any member of the Class who elects to be excluded shall not be entitled to receive any of the benefits of the Settlement, shall not be bound by the release of any claims pursuant to the Settlement Agreement, and shall not be entitled to object to the Settlement or appear at the Final Approval Hearing.

14. Any Class Member who does not submit a valid and timely request for exclusion may object to the proposed Settlement. Any such Class Member shall have the right to appear and be heard at the Final Approval Hearing, either

personally or through an attorney retained at the Class Member's own expense. Any such Class Member must file with the Court and mail or hand-deliver to the Settlement Administrator, Class Counsel, and Defendant's Counsel, a written notice of objection together with supporting papers, including a detailed statement of the specific objections made, delivered no later than the Objection Deadline. Each Objection must (i) set forth the Class Member's full name, current address, and telephone number; (ii) identify the phone number of the Settlement Class member at which the Class Member claims to have received a prerecorded or artificial voice message subject to the Settlement; (iii) contain the Class Member's original signature or the signature of counsel for the Class Member; (iv) state that the Class Member objects to the Settlement, in whole or in part; (v) set forth the complete legal and factual bases for the Objection; (vi) provide copies of any documents that the Class Member wishes to submit in support of his/her position; and (vii) state whether the objecting Class Member intends on appearing at the Final Approval Hearing either *pro se* or through counsel and whether the objecting Class Member plans on offering testimony at the Final Approval Hearing. Any Class Member who fails to object in the manner set forth herein shall be foreclosed from making such objection or opposition, by appeal, collateral attack, or otherwise and shall be bound by all of the terms of this Settlement upon Final Approval and by all proceedings, orders and judgments, including but not limited to the Release in the Action.

15. Pending final determination of whether the Settlement should be approved, Plaintiff, all persons in the Class, and persons purporting to act on their behalf, are enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any Released Claim against any of the Released Parties in any action, arbitration or proceeding in any court, arbitration forum or tribunal.

16. Further settlement proceedings in this matter shall proceed according to the following schedule:

<b><u>EVENT</u></b>	<b><u>SCHEDULED DATE</u></b>
Notice mailing deadline (commencement of Notice Plan)	30 days after entry of Preliminary Approval Order
Attorney's Fees and Costs application due by	30 days following the Notice mailing deadline
Incentive Award application due by	30 days following the Notice mailing deadline
Last day for Class Members to opt-out of Settlement	60 days following the Notice mailing deadline
Last day for Class Members to Object to the Settlement	60 days following the Notice mailing deadline
Last day to submit a Valid Claim Form	60 days following the Notice mailing deadline
Briefs in support of Final Approval due by (including declaration regarding Notice by Settlement Administrator)	14 days prior to the Final Approval Hearing
CGI to file certification regarding CAFA notice requirements	14 days prior to the Final Approval Hearing
Final Approval Hearing	On the date set in paragraph 11, but no earlier than 120 days after entry of this Preliminary Approval Order.

17. Service of all papers on counsel for the parties shall be made as follows: for settlement Class Counsel to Stephen F. Taylor, Lemberg Law, LLC, 43 Danbury Road, Wilton, CT 06897; for Defendant to Lauri A. Mazzuchetti and Emily Clark of Kelley Drye & Warren LLP, One Jefferson Road, 2nd Floor, Parsippany, NJ

07054, and Damon Suden of Kelley Drye & Warren LLP, Three World Trade Center, 175 Greenwich Street, New York, NY 10007.

18. In the event that a Final Approval Order and Judgment is not entered by the Court, or the Effective Date of the Settlement does not occur, or the Settlement Agreement otherwise terminates according to its terms, this Order and all orders entered in connection therewith shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever, including without limitation for any evidentiary purpose (including but not limited to class certification), in this Action or any other action. In such event the Settlement Agreement, exhibits, attachments and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all of the parties, who shall be restored to their respective positions as of the date and time immediately preceding the execution of the Settlement Agreement.

19. The Court may, for good cause, extend all of the deadlines set forth in this Order without further notice to the Settlement Class.

20. No discovery with regard to the Settlement shall be permitted as to any of the settling parties other than as may be directed by the Court upon a proper showing by the party seeking such discovery.

21. All discovery and other litigation activity in this Action is hereby stayed pending final approval of the Settlement.

22. The Settlement shall not constitute an admission, concession, or indication of the validity of any claims or defenses in the Action, or of any

wrongdoing, liability, or violation by CGI, which vigorously denies all of the claims and allegations raised in the Action.

**IT IS SO ORDERED.**

DATED: \_\_ June 16 \_\_\_\_, 2025 By: /s/ Jamel K. Semper

**Hon. Jamel K. Semper**  
**United States District Judge**