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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

JAIME DEMPSEY, an individual, JANE DOE
on behalf of her minor child, J.D., and
KAITLYN VARGAS, an individual, on behalf
of themselves and all others similarly situated,

Plaintiffs,

v.

LA JOLLA GROUP, INC.

Defendants.

Case No. 30-2024-01416569-CU-MC-CXC

**~~[PROPOSED]~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Judge: HON. LAYNE H. MELZER
Date: July 9, 2026
Time: 2:00 PM
Location: CX102
Reservation #: 74721586

1 In November 2025, Plaintiffs JAIME DEMPSEY, an individual, JANE DOE on behalf
2 of her minor child, J.D., and KAITLYN VARGAS, an individual, on behalf of themselves and
3 all others similarly situated (“Plaintiffs”) and Defendant LA JOLLA GROUP, INC.
4 (“Defendant”) entered into a Settlement Agreement and Release which was later revised in June
5 2026 (“Settlement Agreement” or “Settlement”), and is attached hereto as Exhibit 1¹.

6 This matter came on for hearing on July 9, 2026 in Department CX102 of the above-
7 captioned Court on Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement
8 (“Motion”). This Motion is based on the Memorandum of Points and Authorities in Support of
9 Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (ROA #73);
10 Declaration of Ben Travis in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval
11 of Class Action Settlement (ROA #75); Declaration of Cassandra P. Miller in Support of
12 Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (ROA #77);
13 Declaration of Jaime Dempsey in Support of Plaintiffs’ Unopposed Motion for Preliminary
14 Approval of Class Action Settlement (ROA #79); Declaration of Jane Doe, on Behalf of Her
15 Minor Child, in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class
16 Action Settlement (ROA #83); Declaration of Kaitlyn Vargas in Support of Plaintiffs’
17 Unopposed Motion for Preliminary Approval of Class Action Settlement (ROA #85); Plaintiffs’
18 Notice of Unopposed Motion and Motion for Preliminary Approval of Class Action Settlement
19 (ROA #87); and the Declaration of Joshua B. Swigart in Support of Plaintiffs’ Unopposed
20 Motion for Preliminary Approval of Class Action Settlement (ROA #92) which includes the
21 Settlement Agreement (Ex. A), the sample breach notice (Ex. B), the Long Form Notice (Ex. C),
22 the Claim Form (Ex. D), the Postcard Notice (Ex. E), the Email Notice (Ex. F), the Proposed
23 Order and Judgment Granting Final Approval of Class Action Settlement, Award of Attorneys’
24 Fees and Costs and Approval of Class Representative Service Award (Ex. G), the resume of
25 Analytics Consulting LLC (Ex. H), and the invoice for Hansen Legal Technologies, Inc. (Ex. I).

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27 ¹ Unless otherwise defined, all terms used herein have the same meanings as set forth in the
28 Settlement Agreement.

1 In addition, this Motion is based on the supplemental filings submitted by Plaintiffs on June 15,
2 2026 including: the Supplemental Memorandum; Declarations of Joshua Swigart, Cassandra
3 Miller, Daniel Neukomm, Jaime Dempsey, Jane Doe and Kaitlyn Vargas; and the Declaration of
4 Ben Travis and its exhibits (ROA #118), including the revised Settlement Agreement which is
5 attached as Exhibit 1 to the Declaration.

6 Having fully reviewed the Motion, the supporting Memorandum of Points and
7 Authorities, supporting Declarations (and their exhibits), including the Settlement Agreement,
8 and the Notices attached as exhibits to the Settlement Agreement, and in recognition of the
9 Court's duties (to make a preliminary determination as to the reasonableness of any proposed
10 class action settlement; to ensure proper notice is provided to all Class Members in accordance
11 with due process requirements; and to set a Final Approval Hearing to consider the good faith,
12 fairness, adequacy and reasonableness of the proposed Settlement), the Court makes the
13 following determinations and orders:

14 1. The proposed Settlement appears to be within the range of reasonableness of a
15 settlement which could ultimately be given final approval by this Court as fair, adequate and
16 reasonable, and in the best interests of the Settlement Class. The proposed Settlement does not
17 improperly grant preferential treatment to any segment of the Settlement Class. The proposed
18 Settlement is sufficient to warrant sending notice to the members of the Settlement Class. The
19 procedures for establishing and administering the benefits provided by the proposed Settlement
20 and for notice to Settlement Class Members satisfies due process.

21 2. The Court conditionally finds, for the purposes of approving this settlement only,
22 that the proposed Settlement Class and the California Subclass meet the requirements for
23 certification under § 382 of the California Code of Civil Procedure: (a) the proposed Settlement
24 Class and California Subclass are ascertainable and so numerous that joinder of all members of
25 the Class is impracticable; (b) there are questions of law or fact common to the proposed
26 Settlement Class and California Subclass, and a well-defined community of interest among
27 members of the proposed Settlement Class and California Subclass with respect to the subject
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1 matter of the class action; (c) the claims of the Class Representatives are typical of the claims of
2 the members of the proposed Settlement Class and California Subclass; (d) the Class
3 Representatives do and fairly and adequately will continue to protect the interests of the
4 Settlement Class and California Subclass; (e) a class action is superior to other available methods
5 for an efficient adjudication of this controversy in the context of settlement; and (f) counsel of
6 record for the Plaintiffs are qualified to serve as Class Counsel for the Settlement Class and
7 California Subclass. Defendant retains all rights to assert that this action may not be certified as a
8 class action, other than for settlement purposes.

9 3. The Court has reviewed the notices for the Settlement Class and the methods for
10 providing notice and has determined that these forms and methods of notice constitute the best
11 notice practicable under the circumstances; are reasonably calculated to apprise Settlement Class
12 Members of the terms of the Settlement and of their right to participate in it, object, or opt-out;
13 are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive
14 notice; and meet all applicable requirements of the applicable laws and due process.

15 **Accordingly, IT IS HEREBY ORDERED that:**

16 1. The Motion for Preliminary Approval is **GRANTED**. The Court preliminarily
17 approves the Settlement.

18 2. Settlement Class. The Court hereby certifies, for settlement purposes only, a
19 Settlement Class and California Subclass. The Settlement Class is defined as: Current and former
20 employees of Defendant who reside in the United States and whose information was impacted by
21 the Cybersecurity Incident. “Cybersecurity Incident” refers to the alleged cybersecurity incident
22 Defendant experienced in or around November 2023. The California Subclass is defined as:
23 Those members of the Settlement Class who were California residents at the time of the
24 Cybersecurity Incident. Excluded from the Settlement Class are: (i) Defendant, their officers and
25 directors; (ii) all Settlement Class Members who timely and validly request exclusion from the
26 Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any
27 other person found by a court of competent jurisdiction to be guilty under criminal law of
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1 initiating, causing, aiding or abetting the criminal activity occurrence of the Cybersecurity
2 Incident or who pleads nolo contendere to any such charge.

3 3. Settlement Class Representatives. For purposes of the Settlement only, the Court
4 preliminarily finds and determines, that Plaintiffs Jaime Dempsey, Jane Doe and Kaitlyn Vargas
5 will fairly and adequately represent the interests of the Settlement Class in enforcing their rights
6 in the action and appoints them as Settlement Class Representatives. The Court preliminarily
7 finds that they are similarly situated to absent Settlement Class Members and therefore typical of
8 the Settlement Class, and that they will be adequate Settlement Class Representatives. Under the
9 Settlement Agreement, Defendant has agreed to pay each Settlement Class Representative a
10 service award of \$3,000.00 per person.

11 4. Class Counsel. For purposes of the Settlement, the Court appoints Ben Travis of
12 Ben Travis Law, APC, Joshua B. Swigart and Jayson Swigart of Swigart Law Group APC and
13 Cassandra Miller of Strauss Borrelli PLLC as Class Counsel to act on behalf of the Settlement
14 Class and the Settlement Class Representatives with respect to the Settlement. The Court
15 authorizes Settlement Class Counsel to enter into the Settlement on behalf of the Settlement Class
16 Representatives and Settlement Class, and to bind them all to the duties and obligations contained
17 therein, subject to final approval by the Court of the Settlement. Under the Settlement Agreement,
18 Defendant has agreed to pay up to two hundred twenty-five thousand dollars (\$225,000) in
19 attorney fees and costs.

20 5. Administration. Analytics Consulting LLC is appointed as Settlement
21 Administrator to administer the notice procedure and the processing of claims for the Settlement
22 Class. The Settlement Administrator is directed to perform all tasks the Settlement Agreement
23 requires. Under the Settlement Agreement, Defendant shall pay for all costs of settlement
24 administration including the notice. At present, the estimated total amount for settlement
25 administration and notice is \$17,925.

26 6. Class Notice. The form and content of the proposed Long Form Notice, Email
27 Notice, Postcard Notice and Claim Form attached to the Settlement Agreement are hereby
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1 approved. The Parties and Settlement Administrator may amend the notice documents as
2 necessary to add dates, correct errors, and improve the information provided to Settlement Class
3 Members.

4 7. The Settlement Administrator shall send the applicable notice as provided by the
5 Settlement Agreement.

6 8. The Settlement Administrator shall treat the records of Settlement Class Members
7 as confidential and shall not disclose all or any portion of those records to any person or entity
8 except as authorized by Court order. The Settlement Administrator shall use the records
9 containing Settlement Class Member information solely for the purposes of providing notice,
10 verifying claim forms, and calculating and paying Settlement benefits.

11 9. Settlement Website. By the Notice Deadline, the Settlement Administrator shall
12 maintain and administer a dedicated Settlement Website containing information and related
13 documents about the Settlement. At a minimum, such documents shall include the Settlement
14 Agreement and attached exhibits, Long Form Notice, Email Notice, Postcard Notice, this
15 Preliminary Approval Order, all submissions regarding preliminary and final Settlement approval,
16 any motion(s) for attorney's fees, costs, and/or service awards for the Settlement Class
17 Representatives, the operative Complaint and the Final Approval Order. The Settlement Website
18 shall be taken down and rendered inaccessible no earlier than 60 days after all Settlement
19 Payments have been distributed.

20 10. Claims. All claims must be postmarked or submitted electronically within **ninety**
21 **(90) days after the Notice Deadline ("Claims Deadline")** as specified by the Settlement. Any
22 Settlement Class Member who does not timely and properly submit a claim within the time
23 provided for shall be forever barred from sharing in the distribution of the benefits of the
24 Settlement, unless otherwise agreed by the Parties or ordered by the Court, but will in all other
25 respects be subject to and bound by the provisions of the Settlement Agreement, the releases
26 contained therein, this Order, and the Final Approval Order and Judgment.

1 11. The Settlement Administrator shall review and process each claim to determine
2 whether it qualifies for Settlement benefits, and in what amount(s), in accordance with the terms
3 of the Settlement. Claims that do not meet the submission requirements may be rejected. Prior to
4 rejecting a claim, in whole or in part, the Settlement Administrator shall communicate with the
5 claimant in writing to give the claimant a reasonable opportunity to remedy any deficiencies in
6 the claim.

7 12. Exclusions from the Settlement. Members of the Settlement Class who wish to
8 exclude themselves from the Settlement Class must advise the Settlement Administrator by
9 providing a written Request for Exclusion. The Request for Exclusion must be submitted online
10 or postmarked no later than **ninety (90) days after the Notice Deadline** (the “Opt-Out
11 Deadline”). In it, the Settlement Class member must state the name of the proceeding, the
12 individual’s full name, personal signature, and the words “Request for Exclusion” or a
13 comparable statement that the individual does not wish to participate in the Settlement at the top
14 of the communication. Any member of the Settlement Class who submits a valid and timely
15 Request for Exclusion will not be bound by the terms of the Settlement. All members of the
16 Settlement Class who do not submit a timely, valid Request for Exclusion, however, will be
17 bound by the Agreement and the Judgment, including the releases and covenant not to sue. Any
18 Class Member who receives a remailed notice shall have at least thirty (30) days from the date of
19 the remailed notice to opt-out.

20 13. Objections. Any Settlement Class Member who intends to object to the Settlement
21 may submit a written Objection to the Settlement Administrator, no later than **ninety (90) days**
22 **after the Notice Deadline** (the “Objection Deadline”). In the written Objection, the Settlement
23 Class Member must include (1) the name of the proceedings; (2) the Settlement Class Member's
24 full name, current mailing address, and telephone number; (3) a statement that states with
25 specificity the grounds for the objection, as well as any documents supporting the objection; (4) a
26 statement as to whether the objection applies only to the objector, to a specific subset of the
27 Settlement Class, or to the entire Settlement Class; (5) the identity of any attorneys representing
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1 the objector; (6) a statement regarding whether the Settlement Class Member (or his/her attorney)
2 intends to appear at the Final Approval Hearing; (7) a list of all other matters in which the
3 objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class
4 action settlement; and (8) the signature of the Settlement Class Member or the Settlement Class
5 Member's attorney. A Settlement Class Member may also appear at the Final Approval Hearing
6 to object to the Settlement without having filed a written Objection. Within seven (7) days after
7 the Objection Deadline, the Settlement Administrator shall provide the Parties with all the
8 objections submitted. Settlement Class Counsel shall file a single packet of all objections with the
9 Court. Any Class Member who receives a remailed notice shall have at least thirty (30) days from
10 the remailing to file an objection.

11 14. Motion for Final Approval. The motion for final approval shall be filed and served
12 **at least sixteen (16) court days before the Final Approval Hearing.**

13 15. Defendant shall bear no responsibility for any application for attorneys' fees and
14 costs and service awards, and such matters will be considered separately from the fairness,
15 reasonableness, and adequacy of the Settlement. At the Final Approval Hearing, the Court shall
16 determine whether any application for attorneys' fees and costs to Class Counsel and any service
17 awards to the Court-appointed Settlement Class Representatives shall be approved.

18 16. All reasonable expenses incurred in identifying and notifying Settlement Class
19 Members, as well as administering the Settlement, shall be paid in accordance with the terms set
20 forth in the Settlement.

21 17. The Court will hold a Final Approval Hearing on Thursday, December 10, 2026, at
22 2:00 p.m. PT in Department CX102 of the Superior Court of California, County of Orange
23 located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, to determine: (a) whether the
24 Settlement on the terms and conditions provided for therein is fair, reasonable and adequate and
25 should be finally approved by the Court; (b) whether a judgment should be entered; (c) whether
26 Settlement Class Counsel should be awarded attorneys' fees and costs, and if so, in what amount;
27 and (d) whether service awards should be awarded to the Court-appointed Settlement Class
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1 Representatives, and if so, in what amount. The Court may postpone the Final Approval Hearing
2 and notice shall be provided of any such postponement on the Settlement Administrator's website
3 without further notice to Settlement Class Members.

4 18. Neither the Settlement or any of its terms or provisions, nor any of the negotiations
5 or proceedings connected with the Settlement, whether or not consummated, shall be construed as
6 an admission or concession of any kind by any of the Parties. Neither the Settlement nor any of
7 its terms or provisions, nor any of the negotiations or proceedings connected with the Settlement,
8 may be offered against any of the Parties as evidence of, or construed as or deemed to be
9 evidence of, any presumption, concession or admission by any of the Parties regarding any issue
10 whatsoever including: (i) whether it was appropriate for class certification; (ii) the validity of any
11 allegation or claim that was, could have been or will be asserted against Defendant; (iii) liability,
12 negligence, fault, or wrongdoing of any kind; and (iv) the existence or scope of any damages.

13 19. The Court retains exclusive and continuing jurisdiction over the Parties and the
14 Settlement Class Members to consider all further motions and applications arising out of, or
15 connected with, the Settlement. The Court may approve the Settlement with such modifications
16 as may be agreed to by the Parties, if appropriate, without further notice to the Settlement Class.
17 The Court shall also retain jurisdiction, pursuant to both California Code of Civil Procedure
18 section 664.6 and California Rules of Court, rule 3.769(h), with respect to the implementation and
19 enforcement of the terms of the Settlement, and all Parties hereto submit to the jurisdiction of the
20 Court for purposes of implementing and enforcing the Settlement.

21 20. All Settlement Class Members shall be bound by all determinations and judgments
22 of the Court in the Action concerning the Settlement and related matters, whether favorable or
23 unfavorable to the Settlement Class.

24 21. Stay of Proceedings: All proceedings in this action shall be stayed until further
25 order of the Court, except for proceedings that may be necessary to implement this Preliminary
26 Approval Order, the Settlement, its Exhibits, or to comply with or effectuate the terms and
27 conditions of the Settlement.

1 22. Pending final determination of whether the proposed Settlement should be
2 approved, neither Plaintiffs nor any Settlement Class Member, directly or indirectly,
3 representatively, or in any other capacity, shall commence or prosecute against any of the
4 Defendants, any action or proceeding in any court or tribunal asserting any of the Released
5 Claims.

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9 **IT IS SO ORDERED.**

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11 Date: July 23, 2026



The Honorable Layne H. Melzer
Judge of the Superior Court