

Filed
March 26, 2026
Clerk of the Court
Superior Court of CA
County of Santa Clara
24CV452108
By: fbryant

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7 **SUPERIOR COURT OF CALIFORNIA**
8 **COUNTY OF SANTA CLARA**
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11 *In Re Maxar Data Security Litigation*
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Case No. 24CV452108
Consolidated with 24CV454292

13 **ORDER GRANTING PLAINTIFFS'**
14 **MOTION FOR PRELIMINARY**
15 **APPROVAL OF CLASS ACTION**
16 **SETTLEMENT**

17 This class action arises from a purportedly preventable data breach due to defendant
18 Maxar Space LLC's and Maxar Space Robotics LLC's (collectively "Defendant" or "Maxar")
19 inadequately protected computer network.

20 Before the Court is plaintiffs Cynthia Replogle's and Philipp Covington's (collectively,
21 "Plaintiffs") motion for preliminary approval of settlement, which is unopposed. As discussed
22 below, the Court GRANTS the motion.

23 **I. BACKGROUND**

24 According to the allegations of the operative Complaint, on October 11, 2024, Defendant
25 discovered that unauthorized cybercriminals had conducted a successful cybersecurity attack
26 whereby they infiltrated Defendant's inadequately secured computer network and gained
27 unauthorized access to the personal information of likely thousands of current and former
28 employees whose data was stored within Defendant's system. (Complaint, ¶¶ 1, 21.) Following
a forensic investigation, it was determined that the type of Personal Information accessed by

1 cyber criminals which included names, social security numbers, home addresses, gender,
2 employment information, and business contact information of Plaintiff and Class Members.
3 (Complaint, ¶ 22.)

4 Based on the notice that Plaintiff received, it is plausible and likely that Plaintiff's
5 personal information was stolen in the data breach. (Complaint, ¶ 23.) Defendant had
6 obligations created by industry standards, common law, statutory law, and its own assurances
7 and representations to keep Plaintiffs' and Class Members' information confidential and to
8 protect it from unauthorized access. (Complaint, ¶ 25.) Defendant failed to spend sufficient
9 resources on preventing external access, detecting outside infiltration, and training its employees
10 to identify email-borne threats and defend against them. (Complaint, ¶ 26.)

11 Based on the foregoing, Plaintiff Replogle initiated this action on November 19, 2024,
12 with the filing of the operative Complaint, which asserts the following causes of action: (1)
13 negligence; (2) breach of implied contract; (3) violation of the California Consumer Privacy Act
14 (Civ. Code, §§ 1798.100, *et seq.*); and (4) violation of the California Consumer Records Act
15 (Civ. Code §§ 1798.80, *et seq.*) On April 15, 2025, the Court (Hon. Adams) issued its order
16 consolidating the instant action with Plaintiff Covington's case.

17 Plaintiffs now seek an order: preliminarily approving the parties' proposed class action
18 settlement agreement (the "Settlement"); conditionally certifying the Class for settlement
19 purposes; appointing Plaintiffs as the Class representatives; appointing John Nelson and A.
20 Brooke Murphy as Class Counsel; approving the form, method, and timing of the notice;
21 approving the claims form; appointing Simpluris, Inc. ("Simpluris") as the Settlement
22 administrator; and setting a date for final approval.

23 **II. LEGAL STANDARDS FOR SETTLEMENT APPROVAL**

24 **A. Class Action**

25 Generally, "questions whether a [class action] settlement was fair and reasonable,
26 whether notice to the class was adequate, whether certification of the class was proper, and
27 whether the attorney fee award was proper are matters addressed to the trial court's broad
28 discretion." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234–235 (*Wershba*),

1 disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th
2 260.)

3 In determining whether a class settlement is fair, adequate and reasonable, the
4 trial court should consider relevant factors, such as the strength of plaintiffs' case,
5 the risk, expense, complexity and likely duration of further litigation, the risk of
6 maintaining class action status through trial, the amount offered in settlement, the
7 extent of discovery completed and the stage of the proceedings, the experience
8 and views of counsel, the presence of a governmental participant, and the reaction
9 of the class members to the proposed settlement.

10 (*Wershba, supra*, 91 Cal.App.4th at pp. 244–245, internal citations and quotations omitted.)

11 In general, the most important factor is the strength of the plaintiffs' case on the merits,
12 balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008)
13 168 Cal.App.4th 116, 130 (*Kullar*.) But the trial court is free to engage in a balancing and
14 weighing of relevant factors, depending on the circumstances of each case. (*Wershba, supra*, 91
15 Cal.App.4th at p. 245.) The trial court must examine the “proposed settlement agreement to the
16 extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
17 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a
18 whole, is fair, reasonable and adequate to all concerned.” (*Ibid.*, citation and internal quotation
19 marks omitted.) The trial court also must independently confirm that “the consideration being
20 received for the release of the class members' claims is reasonable in light of the strengths and
21 weaknesses of the claims and the risks of the particular litigation.” (*Kullar, supra*, 168
22 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be
23 “provided with basic information about the nature and magnitude of the claims in question and
24 the basis for concluding that the consideration being paid for the release of those claims
25 represents a reasonable compromise.” (*Id.* at pp. 130, 133.)

26 **III. SETTLEMENT PROCESS**

27 On November 19, 2024, Plaintiff Replogle filed her Complaint in the instant matter. On
28 December 16, 2024, Plaintiff Covington filed his complaint in *Covington v. Maxar Space LLC*

1 *and Maxar Space Robotics* (24CV454292), which was consolidated with the instant matter on
2 April 15, 2025. The parties engaged in settlement negotiations for months before agreeing to the
3 Settlement currently before the Court.

4 **IV. SETTLEMENT PROVISIONS**

5 Plaintiffs do not provide a gross settlement amount. The Settlement states that attorneys'
6 fees and costs of up to \$125,000 and class representative awards up to \$2,000 each, and
7 settlement administration costs will be paid by Maxar separate and apart from the settlement
8 payment.

9 There are two components to the Settlement Class: (1) the nationwide Class; and (2) the
10 California Subclass.

11 All Settlement Class Members are eligible to claim up to \$3,500 in reimbursement for
12 out-of-pocket losses incurred as a result of the Data Incident. All Settlement Class Members
13 may submit a claim for reimbursement of "Lost Time"—this amount is included within the
14 \$3,500 cap for out-of-pocket expenses. California subclass members are entitled to submit a
15 claim for \$100 cash payment to address the California statutory claims—payments of this type
16 will be subject to an aggregate cap of \$15,000. Therefore, if the cap is reached, these payments
17 will be subject to a *pro rata* reduction based on the number of claims made. All members of the
18 Settlement Class who submit a valid Claim Form shall be provided access to credit monitoring
19 services for a period of three (3) years from the date a member of the Settlement Class claims the
20 offer as provided in the short notice.

21 In exchange for settlement, Class Members who do not opt out will release:

22 [A]ny and all past, present, and future claims, demands, actions, causes of action,
23 costs, expenses, attorneys' fees, losses, rights demands, charges, complaints, suits
24 petitions, obligations, debts, penalties, damages, or liabilities of any nature
25 whatsoever, known or unknown, liquidated or unliquidated, accrued or unaccrued,
26 fixed or contingent, direct or derivative, matured or unmatured, in law or equity,
27 and any other form of legal or equitable relief that has been asserted, was asserted,
28 or could have been asserted, by any Settlement Class Member against any of the

1 Released Parties, reasonably related to the operative facts alleged in or otherwise
2 described by the Litigation or arising out of or in any way related to other Data
3 Incident and/or the Released Parties' recordkeeping or data security policies and
4 practices, whether or not pleaded or otherwise asserted in the Litigation, including
5 any and all damages, losses, or consequences thereof.

6 The foregoing release is appropriately tailored to the allegations at issue. (See *Amaro v.*
7 *Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.)

8 **V. FAIRNESS OF SETTLEMENT**

9 The CCPA provides that consumers can seek statutory damages of up to \$750 per person.
10 The parties negotiated a maximum of \$3,500 out-of-pocket expenses. The Settlement also
11 provides for pro rata payments to California Subclass members in the amount of \$100.
12 Additionally, it provides for 3 years of credit monitoring and identity theft per claimant.

13 With regard to the breach of implied contract claim, Plaintiffs state that even if the class
14 is certified, obtaining actual damages would be difficult for this claim. Thus, Plaintiffs state it is
15 appropriate to allocate a portion of the total settlement amount available to each Class member
16 (i.e., \$20-\$100) to this claim. This is reflected in the amounts available for Lost Time. The
17 reimbursable expenses include: banking fees, long distance phone charges, cell phone charges
18 (only if charged by the minute), data charges (only if charged based on the amount of data used),
19 postage, or gasoline for local travel, fees for credit reports, credit monitoring, or other identity
20 theft insurance product; and other expenses fairly traceable to the Data Incident; and \$80
21 compensation for attested-to unreimbursed lost time spent monitoring accounts, reversing
22 fraudulent charges, or otherwise dealing with the aftermath/clean-up of the Data Incident, at the
23 rate of \$20.00 per hour for up to four hours.

24 With regard to the negligence/unjust enrichment/invasion of privacy, each Class Member
25 would have to provide evidence of their actual damages—which could be difficult. Thus,
26 Plaintiffs state that just as with the contract claim, it would be appropriate to assign a small
27 monetary value to recovery under this claim, such as \$20-\$100.

1 The Court previously continued this hearing and requested that Class Counsel submit a
2 supplemental declaration with more information regarding the recovery in this matter. Class
3 Counsel accordingly submitted the supplemental prior to the continued hearing date. As noted
4 before, the Court recognizes there are many variables involved in determining each Class
5 Members' recovery in this matter as it is claims-based.

6 Class Counsel provided the following potential calculations for recovery: \$360,000
7 (credit monitoring services for at least 400 Class Members); up to \$6,030,000 (out-of-pocket
8 losses for all Class members); \$100,000 (lost time spent mitigating the harm); \$15,000
9 (payments to California claimants)—totaling \$7,595,000. (Declaration of John Nelson and A.
10 Brooke Murphy ("Class Counsel Decl."), ¶¶ 5-9.) Class Counsel further states that the
11 calculation above provides for a recovery of more than \$4,400 per Class Member. Considering
12 this information, the Court finds the settlement is fair and reasonable to the Class for the
13 purposes of preliminary approval.

14 **VI. PROPOSED SETTLEMENT CLASS**

15 Plaintiffs request that the following settlement class and subclass be provisionally
16 certified:

17 Class: All living persons residing in the United States whose PII was potentially
18 compromised in the Data Incident announced by Maxar Space in or around
19 October of 2024, including all persons who received a breach of notice letter.

20 California Subclass: All living persons residing in California whose PII was
21 potentially compromises in the Data Incident announced by Maxar Space in or
22 around October of 2024, including all persons who received a breach notice letter.

23 **A. Legal Standard for Certifying a Class for Settlement Purposes**

24 Rule 3.769(d) of the California Rules of Court states that "[t]he court may make an order
25 approving or denying certification of a provisional settlement class after [a] preliminary
26 settlement hearing." California Code of Civil Procedure Section 382 authorizes certification of a
27 class "when the question is one of a common or general interest, of many persons, or when the
28 parties are numerous, and it is impracticable to bring them all before the court"

1 Section 382 requires the plaintiff to demonstrate by a preponderance of the evidence:
2 (1) an ascertainable class and (2) a well-defined community of interest among the class
3 members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, 332 (*Sav-On*
4 *Drug Stores*)). “Other relevant considerations include the probability that each class member
5 will come forward ultimately to prove his or her separate claim to a portion of the total recovery
6 and whether the class approach would actually serve to deter and redress alleged wrongdoing.”
7 (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of
8 establishing that class treatment will yield “substantial benefits” to both “the litigants and to the
9 court.” (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)

10 In the settlement context, “the court’s evaluation of the certification issues is somewhat
11 different from its consideration of certification issues when the class action has not yet settled.”
12 (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) As no trial is anticipated in the
13 settlement-only context, the case management issues inherent in the ascertainable class
14 determination need not be confronted, and the court’s review is more lenient in this respect. (*Id.*
15 at pp. 93–94.) But considerations designed to protect absentees by blocking unwarranted or
16 overbroad class definitions require heightened scrutiny in the settlement-only class context, since
17 the court will lack the usual opportunity to adjust the class as proceedings unfold. (*Id.* at p. 94.)

18 **B. Ascertainable Class**

19 A class is ascertainable “when it is defined in terms of objective characteristics and
20 common transactional facts that make the ultimate identification of class members possible when
21 that identification becomes necessary.” (*Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 980
22 (*Noel*)). A class definition satisfying these requirements

23 puts members of the class on notice that their rights may be adjudicated in the
24 proceeding, so they must decide whether to intervene, opt out, or do nothing and
25 live with the consequences. This kind of class definition also advances due
26 process by supplying a concrete basis for determining who will and will not be
27 bound by (or benefit from) any judgment.

28 (*Noel, supra*, 7 Cal.5th at p. 980, citation omitted.)

1 “As a rule, a representative plaintiff in a class action need not introduce evidence
2 establishing how notice of the action will be communicated to individual class members in order
3 to show an ascertainable class.” (*Noel, supra*, 7 Cal.5th at p. 984.) Still, it has long been held
4 that “[c]lass members are ‘ascertainable’ where they may be readily identified ... by reference to
5 official records.” (*Rose v. City of Hayward* (1981) 126 Cal. App. 3d 926, 932, disapproved of on
6 another ground by *Noel, supra*, 7 Cal.5th 955; see also *Cohen v. DIRECTV, Inc.* (2009) 178
7 Cal.App.4th 966, 975-976 [“The defined class of all HD Package subscribers is precise, with
8 objective characteristics and transactional parameters, and can be determined by DIRECTV’s
9 own account records. No more is needed.”].)

10 Here, there is an estimated 1,724 proposed Class Members who are readily identifiable.
11 Any additional Class Members will be easily identified as all potential Class Members are
12 former employees of Maxar, thus their email addresses are likely available already. The Court
13 finds that the settlement class is numerous, ascertainable, and appropriately defined.

14 **C. Community of Interest**

15 The “community-of-interest” requirement encompasses three factors: (1) predominant
16 questions of law or fact, (2) class representatives with claims or defenses typical of the class, and
17 (3) class representatives who can adequately represent the class. (*Sav-On Drug Stores, supra*, 34
18 Cal.4th at pp. 326, 332.)

19 For the first community of interest factor, “[i]n order to determine whether common
20 questions of fact predominate the trial court must examine the issues framed by the pleadings
21 and the law applicable to the causes of action alleged.” (*Hicks v. Kaufman & Broad Home Corp.*
22 (2001) 89 Cal.App.4th 908, 916 (*Hicks*).) The court must also examine evidence of any conflict
23 of interest among the proposed class members. (See *J.P. Morgan & Co., Inc. v. Superior Court*
24 (2003) 113 Cal.App.4th 195, 215.) The ultimate question is whether the issues which may be
25 jointly tried, when compared with those requiring separate adjudication, are so numerous or
26 substantial that the maintenance of a class action would be good for the judicial process and to
27 the litigants. (*Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096, 1104–1105
28 (*Lockheed Martin*).) “As a general rule if the defendant’s liability can be determined by facts

1 common to all members of the class, a class will be certified even if the members must
2 individually prove their damages.” (*Hicks, supra*, 89 Cal.App.4th at p. 916.)

3 Here, common legal and factual issues predominate. Plaintiffs’ claims all arise from
4 Defendant’s data security practices and the Data Incident.

5 As for the second factor,

6 The typicality requirement is meant to ensure that the class representative is able
7 to adequately represent the class and focus on common issues. It is only when a
8 defense unique to the class representative will be a major focus of the litigation,
9 or when the class representative’s interests are antagonistic to or in conflict with
10 the objectives of those she purports to represent that denial of class certification is
11 appropriate. But even then, the court should determine if it would be feasible to
12 divide the class into subclasses to eliminate the conflict and allow the class action
13 to be maintained.

14 (*Medraza v. Honda of North Hollywood* (2008) 166 Cal. App. 4th 89, 99, internal citations,
15 brackets, and quotation marks omitted.)

16 Like the other members of the proposed Class and Subclass, Plaintiffs suffered similar
17 injuries because of Defendant’s alleged data practices and policies. The anticipated defenses are
18 not unique to Plaintiffs, and there is no indication that Plaintiffs’ interests are otherwise in
19 conflict with those of the proposed Class.

20 Finally, adequacy of representation “depends on whether the plaintiff’s attorney is
21 qualified to conduct the proposed litigation and the plaintiff’s interests are not antagonistic to the
22 interests of the class.” (*McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 450.) The class
23 representative does not necessarily have to incur all of the damages suffered by each different
24 class member in order to provide adequate representation to the class. (*Wershba, supra*, 91
25 Cal.App.4th at p. 238.) “Differences in individual class members’ proof of damages [are] not
26 fatal to class certification. Only a conflict that goes to the very subject matter of the litigation
27 will defeat a party’s claim of representative status.” (*Ibid.*, internal citations and quotation marks
28 omitted.)

1 Plaintiffs have the same interest in maintaining this action as any class member would
2 have. Further, they have hired experienced counsel. Plaintiffs have sufficiently demonstrated
3 adequacy of representation.

4 **D. Substantial Benefits of Class Certification**

5 “[A] class action should not be certified unless substantial benefits accrue both to
6 litigants and the courts. . . .” (*Basurco v. 21st Century Ins.* (2003) 108 Cal.App.4th 110, 120,
7 internal quotation marks omitted.) The question is whether a class action would be superior to
8 individual lawsuits. (*Ibid.*) “Thus, even if questions of law or fact predominate, the lack of
9 superiority provides an alternative ground to deny class certification.” (*Ibid.*) Generally, “a
10 class action is proper where it provides small claimants with a method of obtaining redress and
11 when numerous parties suffer injury of insufficient size to warrant individual action.” (*Id.* at pp.
12 120–121, internal quotation marks omitted.)

13 Here, there are at least 1,724 Class Members. It would be inefficient for the Court to hear
14 and decide the same issues separately and repeatedly for each class member. Further, it would
15 be cost prohibitive for each class member to file suit individually, as each member would have
16 the potential for little to no monetary recovery. It is clear that a class action provides substantial
17 benefits to both the litigants and the Court in this case.

18 **VII. NOTICE**

19 The content of a class notice is subject to court approval. (Cal. Rules of Court, rule
20 3.769(f).) “The notice must contain an explanation of the proposed settlement and procedures
21 for class members to follow in filing written objections to it and in arranging to appear at the
22 settlement hearing and state any objections to the proposed settlement.” (*Ibid.*) In determining
23 the manner of the notice, the court must consider: “(1) The interests of the class; (2) The type of
24 relief requested; (3) The stake of the individual class members; (4) The cost of notifying class
25 members; (5) The resources of the parties; (6) The possible prejudice to class members who do
26 not receive notice; and (7) The res judicata effect on class members.” (Cal. Rules of Court, rule
27 3.766(e).)

1 Here, the notice, which will be provided in English, informs the Class Members of the
2 nature of the lawsuit and their rights under the terms of the Settlement and applicable law. It
3 includes: a detailed explanation of the case, including the basic contentions or denials of the
4 Parties and the basic terms of the Settlement; a statement that the court will exclude the member
5 from the class if they request so by a specified date; a procedure for the member to follow in
6 requesting exclusions from the class; an explanation that members of the Class can participate in
7 the Settlement by doing nothing; a statement that the judgment, whether favorable or not, will
8 bind all members who do not request exclusion; and a statement that any member who does not
9 request exclusion may, if the member so desires, enter an appearance through counsel. Class
10 Members are given 60 days to exclude themselves or object. In its initial tentative ruling, the
11 Court stated that the notice should be revised to instruct Class Members that they may opt out of
12 or object to the settlement simply by providing their name, without the need to provide their
13 phone number or other personal information. Class Counsel provided the revised notice with
14 their supplemental declaration. Thus, the form of the notice is adequate.

15 Regarding appearances at the final fairness hearing, the notice shall be modified to
16 instruct class members as follows:

17 Although class members may appear in person, the judge overseeing this case
18 encourages remote appearances. Class members who wish to appear remotely
19 should contact class counsel at least three days before the hearing if possible.
20 Remote appearances must be made through UDC, unless otherwise arranged with
21 the Court. Please go to [https://santaclara.courts.ca.gov/online-services/remote-](https://santaclara.courts.ca.gov/online-services/remote-hearings)
22 [hearings](https://santaclara.courts.ca.gov/online-services/remote-hearings) to find the appropriate link. Also, please note that that you must register
23 in advance to appear remotely.

24 Turning to the notice procedure, as articulated above, the parties have selected Simpluris,
25 as the settlement administrator. No later than fourteen (14) days after preliminary approval,
26 Maxar will deliver the Class List to Simpluris. In turn, Simpluris will run the Settlement Member
27 information through the National Change of Address Database and mail the notice within thirty
28

1 (30) days of the entry of the Preliminary Approval Order. These notice procedures are
2 appropriate and are approved.

3 **VIII. SERVICE AWARD, FEES, AND COSTS**

4 Plaintiffs request an enhancement payment of \$2,000.

5 The rationale for making enhancement or incentive awards to named plaintiffs is
6 that they should be compensated for the expense or risk they have incurred in
7 conferring a benefit on other members of the class. An incentive award is
8 appropriate if it is necessary to induce an individual to participate in the suit.

9 Criteria courts may consider in determining whether to make an incentive award
10 include: 1) the risk to the class representative in commencing suit, both financial
11 and otherwise; 2) the notoriety and personal difficulties encountered by the class
12 representative; 3) the amount of time and effort spent by the class representative;
13 4) the duration of the litigation and; 5) the personal benefit (or lack thereof)
14 enjoyed by the class representative as a result of the litigation. These “incentive
15 awards” to class representatives must not be disproportionate to the amount of
16 time and energy expended in pursuit of the lawsuit.

17 (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-1395, internal
18 punctuation and citations omitted; see also *Covillo v. Specialty’s Café* (N.D. Cal. 2014) 2014
19 U.S. Dist. LEXIS 29837, at *29 [incentive awards are particularly appropriate where a plaintiff
20 undertakes a significant “reputational risk” in bringing an action against an employer].)

21 Prior to final approval, Plaintiffs shall submit declarations detailing their efforts in this
22 matter and any other factors they would like the Court to consider.

23 The court also has an independent right and responsibility to review the requested
24 attorney fees and only award so much as it determines reasonable. (See *Garabedian v. Los*
25 *Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) Plaintiffs’ counsel will
26 seek attorney fees and costs of up to \$125,000. Prior to any final approval hearing, Plaintiff’s
27 counsel shall submit lodestar information (including hourly rate and hours worked) as well as
28 evidence of actual litigation costs incurred.

1 **IX. CONCLUSION**

2 Plaintiffs' motion for preliminary approval is GRANTED.

3 The final approval hearing shall take place on September 24, 2026 at 1:30 in Department **22**

4 22. The following Class and Subclass are preliminarily certified for settlement purposes:

5 Class: All living persons residing in the United States whose PII was potentially
6 compromised in the Data Incident announced by Maxar Space in or around
7 October of 2024, including all persons who received a breach of notice letter.

8 California Subclass: All living persons residing in California whose PII was
9 potentially compromised in the Data Incident announced by Maxar Space in or
10 around October of 2024, including all persons who received a breach notice letter.

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IT IS SO ORDERED.

Date: 3/19/26


BETH MCGOWEN
Judge of the Superior Court