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Superior Court of California
County of Los Angeles
09/14/2026
David W. Slayton, Executive Officer / Clerk of Court
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

VICTOR ESTRADA, an individual, on behalf of himself and all others similarly situated,

Plaintiffs,

v.

THE MERCHANT OF TENNIS, INC.; U.S. MERCHANTS FINANCIAL GROUP, INC.; and U.S. OPTICAL MERCHANTS, INC.,

Defendants.

Case No. 24STCV09656

~~[PROPOSE~~D] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Judge: Hon. Carolyn B. Kuhl
Date: August 14, 2026
Time: 11:30 AM
Location: Dept. 12

On August 7, 2026, Plaintiff VICTOR ESTRADA, an individual, on behalf of of himself and all others similarly situated ("Plaintiff") and Defendants THE MERCHANT OF TENNIS, INC.; U.S. MERCHANTS FINANCIAL GROUP, INC.; and U.S. OPTICAL MERCHANTS, INC. ("Defendants") entered into a Settlement Agreement and Release ("Settlement Agreement" or "Settlement")[1].

Sept. 14, 2026

This matter came on for hearing on ~~August 14, 2026~~ in Department 12 of the above-captioned Court on Plaintiff's Motion for Preliminary Approval of Class Action Settlement ("Motion").

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

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

2. The Court conditionally finds, for the purposes of approving this settlement only, that the proposed Settlement Class meets the requirements for certification under § 382 of the

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

California Code of Civil Procedure: (a) the proposed Settlement Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) there are questions of law or fact common to the proposed Settlement Class, and a well-defined community of interest among members of the proposed Settlement Class with respect to the subject matter of the class action; (c) the claims of the Class Representative are typical of the claims of the members of the proposed Settlement Class; (d) the Class Representative does and fairly and adequately will continue to protect the interests of the Settlement Class; (e) a class action is superior to other available methods for an efficient adjudication of this controversy in the context of settlement; and (f) counsel of record for the Plaintiff are qualified to serve as Class Counsel for the Settlement Class. Defendants retain all rights to assert that this action may not be certified as a class action, other than for settlement purposes.

3. The Court has reviewed the notices for the Settlement Class and the methods for providing notice and has determined that these forms and methods of notice, including direct mail notice to Settlement Class Members other than Non-Employees and publication notice, including through social media, to Non-Employees for whom Defendants have no contact information, constitute the best notice practicable under the circumstances; are reasonably calculated to apprise Settlement Class Members of the terms of the Settlement and of their right to participate in it, object, or opt-out; are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and meet all applicable requirements of the applicable laws and due process.

Accordingly, IT IS HEREBY ORDERED that:

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

2. Settlement Class. The Court hereby certifies, for settlement purposes only, a Settlement Class defined as: Individuals whose information was impacted by the Cybersecurity Incident. "Cybersecurity Incident" refers to the cybersecurity attack Defendants experienced on or about February 2024. Excluded from the Settlement Class are: (i) Defendants, their officers and

directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Cybersecurity Incident or who pleads nolo contendere to any such charge.

3. Settlement Class Representative. For purposes of the Settlement only, the Court preliminarily finds and determines, that Plaintiff Victor Estrada will fairly and adequately represent the interests of the Settlement Class in enforcing their rights in the action and appoints him as Settlement Class Representative. The Court preliminarily finds that he is similarly situated to absent Settlement Class Members and therefore typical of the Settlement Class, and that he will be an adequate Settlement Class Representative.

4. Class Counsel. For purposes of the Settlement, the Court appoints Ben Travis of Ben Travis Law, APC and Joshua B. Swigart of Swigart Law Group APC as Class Counsel to act on behalf of the Settlement Class and the Settlement Class Representative with respect to the Settlement. The Court authorizes Settlement Class Counsel to enter into the Settlement on behalf of the Settlement Class Representative and Settlement Class, and to bind them all to the duties and obligations contained therein, subject to final approval by the Court of the Settlement.

5. Administration. Simpluris is appointed as Settlement Administrator to administer the notice procedure and the processing of claims for the Settlement Class. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid from the Settlement Fund pursuant to the terms of the Settlement Agreement.

6. Class Notice. The form and content of the proposed Long Form Notice, Short Form Notice, Publication Notice and Claim Form ~~attached to the Settlement Agreement~~ submitted prior to this hearing are hereby approved. The Parties and Settlement Administrator may amend the notice documents as necessary to add dates, correct errors, and improve the information provided to Settlement Class Members.

7. The Settlement Administrator shall send the notice as provided by the Settlement Agreement. For Non-Employees, the Settlement Administrator shall provide notice by publication, including through social media, as set forth in Paragraph 62 of the Settlement Agreement. The publication notice campaign shall commence no later than the Notice Deadline.

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

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

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

11. The Settlement Administrator shall review and process each claim to determine whether it qualifies for Settlement benefits, and in what amount(s), in accordance with the terms of the Settlement. Claims that do not meet the submission requirements may be rejected. Prior to

rejecting a claim, in whole or in part, the Settlement Administrator shall communicate with the claimant in writing to give the claimant a reasonable opportunity to remedy any deficiencies in the claim.

12. Exclusions from the Settlement. Members of the Settlement Class who wish to exclude themselves from the Settlement Class must advise the Settlement Administrator by providing a written Request for Exclusion. The Request for Exclusion must be postmarked no later than **sixty (60) days after the Notice Deadline** (the "Opt-Out Deadline"). In it, the Settlement Class member must state the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. Any member of the Settlement Class who submits a valid and timely Request for Exclusion will not be bound by the terms of the Settlement. All members of the Settlement Class who do not submit a timely, valid Request for Exclusion, however, will be bound by the Agreement and the Judgment, including the releases and covenant not to sue.

13. Objections. Any Settlement Class Member who intends to object to the Settlement may submit a written Objection to the Settlement Administrator, no later than **sixty (60) days after the Notice Deadline** (the "Objection Deadline"). A Settlement Class Member may also appear at the Final Approval Hearing to object to the Settlement without having filed a written Objection. Within seven (7) days after the Objection Deadline, the Settlement Administrator shall provide the Parties with all the objections submitted. Settlement Class Counsel shall file a single packet of all objections with the Court.

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

15. Defendants shall bear no responsibility for any application for attorneys' fees and costs and service awards, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement. At the Final Approval Hearing, the Court shall

determine whether any application for attorneys' fees and costs to Class Counsel and any service award to the Court-appointed Settlement Class Representative shall be approved.

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

17. The Court will hold a Final Approval Hearing on March 30, 2027 at 10:30am at _____ in Department 12 of the Superior Court of California, County of Los Angeles located at 312 North Spring Street., Los Angeles, CA 90012, to determine: (a) whether the Settlement on the terms and conditions provided for therein is fair, reasonable and adequate and should be finally approved by the Court; (b) whether a judgment should be entered; (c) whether Settlement Class Counsel should be awarded attorneys' fees and costs, and if so, in what amount; and (d) whether a service award should be awarded to the Court-appointed Settlement Class Representative, and if so, in what amount. The Court may postpone the Final Approval Hearing and notice shall be provided of any such postponement on the Settlement Website without further notice to Settlement Class Members.

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

19. The Court retains exclusive and continuing jurisdiction over the Parties and the Settlement Class Members to consider all further motions and applications arising out of, or connected with, the Settlement. The Court may approve the Settlement with such modifications as

may be agreed to by the Parties, if appropriate, without further notice to the Settlement Class. The Court shall also retain jurisdiction, pursuant to both California Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h), with respect to the implementation and enforcement of the terms of the Settlement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement.

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

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

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

IT IS SO ORDERED.

Date: 09/14/2026

Carolyn B. Kuhl / Judge

The Honorable Carolyn B. Kuhl
Judge of the Superior Court