PATRICK CASTENIE, DAVID GARCIA, AND BRANDY ALBANESE, individually and on behalf of all others similarly situated, Plaintiff, v. NJ LENDERS CORP., Defendant.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: PASSAIC COUNTY Case No. PAS-L-001210-26 **CLASS ACTION**

ORDER GRANTING UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

THIS MATTER having been brought before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, filed by Plaintiffs[1] Patrick Castenie, David Garcia, and Brandy Albanese; and the Court having considered the terms and conditions of the Settlement Agreement; and for good cause appearing that the terms and conditions set forth in the Settlement Agreement were the result of good faith, arm's length settlement negotiations between competent and experienced counsel for both Plaintiffs and Defendant:

IT IS ON THIS 18th DAY OF JUNE, 2026 ORDERED THAT:

1. This Court has jurisdiction over the Parties and the subject matter herein;

2. The terms of the Parties' Settlement Agreement are hereby conditionally approved, subject to further consideration thereof at the Final Approval Hearing provided for below. The Court finds that, subject to the Final Approval Hearing, the Settlement is fair, reasonable, and adequate, within the range of reasonableness and the Notice of the proposed Settlement should be disseminated as provided in the Settlement Agreement;

3. For purposes of settlement only, the Court conditionally certifies the following Settlement Class as defined in the Settlement Agreement:

[1] All capitalized terms that are not otherwise defined herein shall have the same meanings as those defined in Section II of the Settlement Agreement.

All Persons who received direct notice that their Private Information may have been impacted in the Data Incident. Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

4. The Court finds, only for purposes of preliminarily approving the settlement, that the requirements of Rule 4:32-1, *et seq.* of the New Jersey Rules of Court are satisfied, and that a class action is an appropriate means of resolving this litigation. All the prerequisites for class certification under R. 4:32-1(b)(1)(A) are present. The Settlement Class Members are identifiable and too numerous to be joined. Common questions of law and fact as to all Settlement Class Members predominate over individual issues, and should be resolved in one proceeding with respect to all Settlement Class Members. The Class Representatives' claims are typical of those of the Settlement Class Members. The class action mechanism is superior to alternative means for adjudicating and resolving this action;

5. For purposes of settlement only and pending final approval by this Court of the Settlement Agreement, the Court finds that Plaintiffs Patrick Castenie, David Garcia, and Brandy Albanese are adequate Class Representatives for the Settlement Class;

6. For purposes of settlement only and pending final approval by this Court of the Settlement Agreement, the Court finds that the following attorneys are appointed Class Counsel for the Settlement Class: Leanna A. Loginov of Shamis & Gentile, P.A., Mark K. Svensson of Milberg Coleman Bryson Phillips Grossman, PLLC, and Kenneth J. Grunfeld of Kopelowitz Ostrow P.A;

7. The Court approves the Notice Program, including the Claim Form, Long Form Notice, and Postcard Notice attached to the Settlement Agreement as Exhibits 1-3, respectively. The Notice to be provided is hereby found to be the best practicable means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement and the Final Approval Hearing to all persons and entities effected by and/or entitled to participate in the Settlement, in full compliance with the notice requirements of R.4:32-2(b) of the New Jersey Court Rules, due process, the Constitution of the United States, the laws of New Jersey and all other applicable laws. The Notice is accurate, objective, informative, and provides the Settlement Class with all the information necessary to make an informed decision regarding their participation in the Settlement and its fairness. The Court also approves the manner and timing of the Notice to the Settlement Class as set forth in Section VII of the Settlement Agreement, and hereby orders that the notice to the Settlement Class shall be effected in accordance with the Settlement Agreement. Consistent with paragraph 74 of the Settlement Agreement, the Notice commencement date shall be 20 days following entry of this Preliminary Approval Order;

8. If the Settlement Agreement is terminated or not consummated for any reason whatsoever, this conditional certification of the Settlement Class shall be void. The Defendant has reserved all rights to oppose any and all future class certification motions on any grounds. Similarly, Plaintiffs reserve all rights,

including the right to move for any and all future class certification and/or to continue with the litigation;

9. Simpluris, Inc. is hereby confirmed and appointed as the Settlement Administrator in accordance with the terms of the Settlement Agreement and this Order. All costs incurred in notifying the Settlement Class, as well as administering the Settlement Agreement, shall be paid as set forth in the Settlement Agreement;

10. Any Class Member who wishes to object to the Settlement, the Settlement's benefits, Service Awards, and/or attorneys' fees and costs, or to appear at the Final Approval Hearing and show cause, if any, for why the Settlement should not be approved as fair, reasonable, and adequate to the Settlement Class, why a final judgment should not be entered thereon, why the Settlement benefits should not be approved, or why the Service Awards and/or the attorneys' fees and costs should not be granted, may do so, but must proceed as set forth in paragraphs 81-82 of the Settlement Agreement;

11. Specifically, and per the Settlement Agreement, objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline, which is 30 days before the initial date set for the Final Approval Hearing, as specified in the Notice, and the relevant Settlement Class Member must not have excluded themselves from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., FedEx), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

For an objection to be considered by the Court, the objection must also set forth: (a) the objector's full name, mailing address, telephone number, and email address (if any); (b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (c) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (d) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (e) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years; (f) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing; (g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (h) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (i) the objector's signature (an attorney's signature is not sufficient);

12. No Class Member or other person will be heard on such matters unless they have filed in this Action the objection, together with any briefs, papers, statements, or other materials the Class Member or other person wishes the Court to consider on or before 30 days before the initial date set for the Final Approval Hearing. Any Settlement Class Member who does not submit a timely, written objection or who does not comply with the procedures set forth in this Order will be deemed to have waived all such objections and will, therefore, be bound by all proceedings, order and judgments in the Action, which will be preclusive in all pending or future lawsuits or other proceedings;

13. Any objector obtaining access to materials and/or information designated and/or deemed confidential must obtain leave of court and must agree to be bound by a confidentiality agreement and by all protective orders entered in this action;

14. A Settlement Class member may opt-out of the Settlement Class at any time prior to the Opt-Out Deadline, which is also 30 days before the initial date set for the Final Approval Hearing, by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim;

15. Defendant's counsel and Class Counsel are authorized to use and disclose such information as is contemplated and necessary to effectuate the terms and conditions of the Settlement Agreement and to protect the confidentiality of the names and addresses of the members of the Settlement Class and other confidential information pursuant to the terms of this Order;

16. On August 17, 2026, at 2:00p.m., a Final Approval Hearing will be held before the Honorable Darren J. Del Sardo, P.J.Cv. in Courtroom 322 of the Passaic County Courthouse (77 Hamilton Street). The date and time of the Final Approval Hearing may, from time to time and without further direct notice to the Settlement Class (except those Settlement Class Members who file timely and valid objections), be continued or adjourned by order of the Court. Any changes to the Final Approval Hearing will be posted on the Settlement Website; and

17. Neither this Preliminary Approval Order, nor the Settlement Agreement, nor any other Settlement-related document, nor anything contained herein or therein or contemplated hereby or thereby, nor any proceedings undertaken in accordance with the terms set forth in the Settlement Agreement or herein or in any other settlement-related document, shall constitute, be construed as or be deemed to be evidence of or an admission or concession by Defendant as to the validity of any claim that has been or could have been asserted against them or as to any liability by them as to any matter set forth in this order, or as to the propriety of class certification for any purposes other than for purposes of the current proposed Settlement.

18. All proceedings and deadlines in this litigation are STAYED in light of the proposed Settlement.

19. In the event the Settlement Agreement and the proposed Settlement are terminated in accordance with the applicable provisions of the Settlement Agreement, the Settlement Agreement, the proposed Settlement, and all related proceedings shall, except as expressly provided to the contrary in the Settlement Agreement, become null and void, shall have no further force and effect, and Settlement Class Members shall retain all of their current rights to assert any and all claims (including Released Claims) and arguments thereto against Defendant and any other Released Parties, and Defendant and any other Released Parties shall retain any and all of their current defenses and arguments thereto. The litigation shall thereupon revert forthwith to its respective procedural and substantive status prior to the date of execution of the Settlement Agreement and shall proceed as if the Settlement Agreement and all other related orders and papers had not been executed. In such event, any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

20. The Motion for Preliminary Approval of the proposed Settlement is hereby **GRANTED**.

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Date: June 18, 2026

/s/ Darren J. Del Sardo

Hon. Darren J. Del Sardo, P.J.Cv.

______ OPPOSED

__X__ UNOPPOSED

SEE ATTACHED STATEMENT OF REASONS

PATRICK CASTENIE vs. NJ LENDERS CORP.

Docket No.: PAS-L-001210-26

Statement of Reasons

Pending before the Court are Patrick Castenie, David Garcia, and Brandy Albanese, (collectively "Plaintiffs") individually and on behalf of all others similarly situated, on application to approve a Class Action Settlement, filed on May 22, 2026. After careful consideration, the Court relies upon the following statement of reasons in support of its decision.

Background

By way of background, Defendant NJ Lenders Corp. is a privately owned and licensed residential mortgage banker. Defendant collects, retains, and stores significant amounts of consumer Protective Information. On or about August 18, 2025, Defendant NJ Lenders experienced a Data Breach. Thereafter, Defendant launched an investigation to determine the extent of the data breach. Defendant discovered that both the names and the social security numbers belonging to several consumers were obtained by cybercriminals who intend to publish or already have published the putative class members personally identifiable information.[2] Defendant did not notify affected individuals until October 10, 2025, following an internal investigation. Plaintiffs claim that Defendant failed to implement reasonable security measures, violating its duty to protect customer information.

As a result, according to Plaintiffs, putative class members suffered harm including increased risk of identity theft, financial losses, loss of privacy, emotional distress, and diminished value of their protected PII. The Complaint asserts causes of action for negligence, negligence per

[2] Personally identifiable information generally incorporates information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information. 2 C.F.R. § 200.79. At a minimum, it includes all information that on its face expressly identifies an individual.

se (including violation of the FTC Act and guidelines), unjust enrichment, breach of implied contract, and breach of fiduciary duty. Plaintiffs seek to represent a class of people whose PII was compromised in the breach.

Plaintiffs now moves for a preliminary approval of a proposed nationwide class action Settlement that would resolve all claims against NJ Lenders relating to the Data Incident. The proposed settlement provides a recovery option for the approximately 35,000.00 Settlement Class Members. All putative class members may submit a claim to receive one of two cash payment options. Cash payment A includes a documented losses payment of up to $2,500.00 per claimant. Cash payment B includes a cash payment in the amount of $40.00 per claimant. Lastly, all putative class members will automatically receive a Credit Monitoring and Insurance Service ("CMIS") benefit, which provides a one year of one bureau financial shield complete credit monitoring. Defendant has also agreed to pay Simpluris, LLC[3] ("Simpluris") for the costs related to the administration of the settlement. The parties have agreed to permit the putative class members to complete and submit their claim form to the Settlement Administrator up to fifteen (15) days prior to the initial scheduled Final Approval Hearing. The parties have agreed to permit the putative class members to object or submit a request for exclusion from the settlement up to thirty (30) days prior to the initial scheduled Final Approval Hearing.

<u>Decision</u>

1. Class Certification.

New Jersey's class action rule, <u>R.</u> 4:32-1, is modeled after <u>Rule</u> 23 of the Federal Rules of Civil Procedure. <u>West Morris Pediatrics, P.A. v. Henry Schein, Inc.,</u> 385 <u>N.J. Super.</u> 581 (Law

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[3] The parties have agreed to engage and are seeking to appointment of Simpluris as the Settlement Administrator to provide notice and administer the settlement. According to the parties. Simpluris is recognized as an experienced and reputable national class action administrator. Class Counsel selected Simpluris because it aligned with industry standards for data breach claims administration.

Div. 2004). To certify a class, a plaintiff must demonstrate (1) numerosity, (2) commonality, (3) typicality, and (4) adequacy of representation. R. 4:32-1(a). Additionally, under R. 4:32-1(b)(3), a plaintiff must establish that questions of law or fact common to the class predominate over individual questions and that a class action is superior to other methods for resolving the controversy.

R. 4:32-1(a) general prerequisites to class certification actions: "1) the class is so numerous that joinder is impracticable; (2) there are common questions of law or fact; (3) the claims or defenses of the representative parties are typical of the class; and (4) the representatives will fairly and adequately protect the class." R. 4:32-1(a). If the plaintiff satisfies R. 4:32-1(a)'s requirements, the court then considers the standard of R. 4:32-1(b) (3). The court must then analyze whether the common questions of law or fact predominate over any questions affecting only individual members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy. Id. The factors pertinent to the findings include: a) the interest of members of the class in individually controlling the prosecution or defense of separate actions; b) the extent and nature of any litigation concerning the controversy already commenced by or against members of the class; c) the desirability or undesirability in concentrating the litigation of the claims in the particular forum; and d) the difficulties likely to be encountered in the management of the class. Id.; Dugan v. TGI Fridays, Inc., 231 N.J. 24, 91 (2017).

"In deciding whether to grant or deny class certification, a trial court does not decide the ultimate factual issues underlying the plaintiff's cause of action. Rather, the New Jersey Supreme Court has explicitly ruled that at the class-certification stage, a court must accept as true all of the allegations in the complaint, and consider the remaining pleadings, discovery, including interrogatory answers, relevant documents, and depositions, and any other pertinent evidence in a light favorable to the plaintiff." *See* Lee v. Carter- Reed Co., LLC, 203 N.J. 496 (2010). The trial court must "give a deferential view to plaintiff's case at the class-certification stage," Id. at 525. Class action should be used as a procedural device that enables plaintiffs with small claims to band together against a common adversary, but also as a means of providing a procedure that is fair to all parties and promotes judicial efficiency. *See* In re Cadillac V8-6-4 Class Action, 93 N.J. 412, 441 (1982).

The Court finds that numerosity, commonality, and typicality are satisfied.

a) Numerosity:

R. 4:32-1(a)(1) requires the class to be "so numerous that joinder of all members is impracticable." There is no strict numerical threshold, but classes of 40 or more are generally deemed sufficient. Baskin v. P.C. Richard & Son, LLC, 246 N.J. 157 (2021).

Here, the parties submitted a joint certification representing that the settlement class contains approximately thirty-five thousand 35,000 individuals. Numerosity is satisfied because joinder of all thirty-five thousand 35, 000 putative class members is clearly impracticable.

b) Commonality:

The commonality requirement is satisfied if there are questions of law or fact common to the class. R. 4:32-1(a)(2).

The Court finds that the commonality standard is satisfied because the proposed settlement class is limited to individuals whose private information was compromised in the data incident. In Addition, the class injuries stem from the same incident and the same alleged misconduct by Defendant. Moreover, Plaintiffs contend that the data incident gave rise to three (3) common legal issues: 1) whether the Defendant owed a duty to implement and maintain reasonable security procedures and practices to protect and secure Plaintiffs' and putative class members' private information from unauthorized access and disclosure; 2) whether an implied contract existed between putative class members and Defendant; and 3) whether Defendant breached any express or implied legal duties to protect Plaintiffs and putative class members' private information. As such the commonality standard is satisfied.

c) Typicality:

R. 4:32-1(a)(3) requires that "the claims of the representative parties be typical of the class." A proposed class satisfies the typicality requirement if its claims "have the essential characteristics common to the claims of the class." In re Cadillac, 93 N.J. at 425. The typicality requirement is "not highly demanding," as the claims need only "share the same essential characteristics" and "need not be identical." Laufer v. U.S. Life Ins. Co. in City of N.Y., 385 N.J. Super. 172, 180 (App. Div. 2006) (quoting 5 James W. Moore et al., Moore's Federal Practice § 23.24[4] (3d ed. 1997)). As referenced in *Laufer*, a proposed class "usually satisfy[ies] the typicality requirement irrespective of the varying fact patterns underlying the individual claims" when the claims challenge the "same unlawful conduct which affects both the named plaintiffs and the putative class." Baby Neal v. Casey, 43 F.3d 48, 58 (3d Cir. 1994).

Here, typicality is satisfied because both Plaintiffs and putative class members were subject to the same harm from Defendants data breach, their private information was exposed. As highlighted by the Plaintiffs, there are no differences between the Plaintiffs' overall position on the claims and those of the class. As such, the typicality standard is satisfied.

d) Adequacy:

The adequacy requirement under R. 4:32-1(a)(4) ensures that the representative will fairly and adequately protect the interests of the class. The final pre-requisite for class action certification is that "the representative parties will fairly and adequately protect the interests of the class." R. 4:32-1(a)(4). This includes both the named representatives and the class counsel. Laufer v. U.S. Life Ins. Co. in City of N.Y., 385 N.J. Super. 172, 180 (App. Div. 2006). The class counsel must be "qualified, experienced, and generally able to conduct the proposed litigation," while the named Plaintiffs "must not have interest antagonistic to those of the class" Delgozzo v. Kenny, 266 N.J. Super. 169, 179 (App Div. 1993)) (quoting In re Asbestos School Litigation, 104 F.R.D. 422, 430 (E.D. Pa. 1984). The burden is on the defendant to demonstrate that the representation will be inadequate. Lewis v. Curtis, 671 F.2d 779, 788 (3d Cir.), cert. denied, 459 U.S. 880, 103 (1982).

Here, the Court finds that the interest of the Plaintiffs and the putative class members are aligned because they are all victims of the data incident. Additionally, Class counsel has submitted various resumes, detailing their extensive experience in handling class actions, specifically counsel has specific expertise in data privacy litigation. *See* Exhibits 3, 4 and 5.

e) Predominance pursuant to 4:32-1 (b) (3):

Under R. 4:32-1(b)(3), common questions must predominate over individual ones, and a class action must be the superior method for resolving the controversy.

Here, the Court finds that the predominance requirement of R. 4:32-1(b)(3) is satisfied. The claims arise from a single data breach incident affecting all putative class members in a uniform manner, and the alleged injuries stem from the same course of conduct by Defendant. While there may be some variation in the extent of damage suffered by individual class members, such differences do not defeat predominance where, as here, liability issues are subject to class wide proof. *See* Dugan, 231 N.J. at 49. As such, the predominance standard is satisfied.

f.) Superiority pursuant to 4:32-1 (b) (3):

A court analyzing the superiority requirement must undertake "(1) an informed consideration of alternative available methods of adjudication of each issue, (2) a comparison of the fairness to all whose interests may be involved between such alternative methods and a class action, and (3) a comparison of the efficiency of adjudication of each method." Iliadis, 191 N.J. at 114-15 (quoting Cadillac, 93 N.J. at 436); *see also* Dugan, 231 N.J. at 49.

The putative class members' "lack of financial wherewithal" is an "important factor" in the superiority analysis. Iliadis, 191 N.J. at 115 (quoting Saldana v. City of Camden, 252 N.J. Super. 188, 200 (App. Div. 1991)). In such circumstances, the Court has expressed a concern that, absent a class, the individual class members would not pursue their claims at all, thus demonstrating superiority of the class action mechanism. *See* Iliadis, 191 N.J. at 104; Int'l Union, 192 N.J. at 384; Muhammad v. Cty. Bank of Rehoboth Beach, 189 N.J. 1, 17 (2006); Daniels, 440 N.J. Super. at 363-64.

Here, superiority is satisfied because it would advance judicial efficiency to prosecute this case as a class action rather than tens of thousands of individual cases. Additionally, in this case the payment of the claims are not a lump some of money, particularly, cash payment B will pay putative class members a nominal sum in the amount of $40.00. Absent a class, the Court is concerned that some affected members in the class will not have a method of recovery. As such, the superiority standard is satisfied.

The Court finds that, on balance, permitting class certification will best promote judicial efficiency and the effective use of judicial resources, as it avoids the risk of inconsistent outcomes and lack of uniformity.

Accordingly, the Court concludes that class certification must be **GRANTED.**

2. Preliminary Settlement Approval.

It is the court's responsibility to determine, based upon the relative strengths and weaknesses of the parties' positions, whether the settlement is "fair and reasonable," that is, whether it adequately protects the interests of the persons on whose behalf the action was brought. *See* Builders League of S. Jersey, Inc. v. Gloucester Cty. Utils. Auth., 386 N.J. Super. 462, 471 (App. Div. July 13, 2006) (citing Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 370 (Law Div. 1984)). The New Jersey rule parallels Rule 23 of the Federal Rules of Civil Procedure.

Fed. R. Civ. P. 23(e)(2) sets forth the factors a court must consider in determining the fairness of a class action settlement. The factors include whether: "(A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm's length; (C) the relief provided for the class is adequate, taking into account (i) the costs, risks, and delay of trial and appeal, (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims, (iii) the terms of any proposed award of attorney's fees, including timing of payment, and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other." Fed. R. Civ. P. 23(e)(2).

An often cited Third Circuit case, *Girsh v. Jepson* provides a list of factors that help distinguish between a settlement that is "fair and adequate" versus one that provides only "worthless benefits" to the class. 521 F. 2d 153 (3d Cir. 1975). The Girsh factors include the court's analysis of: (1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages;

(6) the risks of maintaining the class action through the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; and (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation. Id. at 157.

Both the Plaintiffs and the Defendant are in agreement that the proposed class action settlement should be preliminarily approved because it is fair, reasonable, and adequate for the class members. They emphasize that the settlement was reached through good faith, arm's length negotiations between experienced class action attorneys, ensuring that the process was rigorous and unbiased.

The Court finds that the settlement provides meaningful relief to the class, including cash compensation and automatic benefits for all class members, regardless of whether they submit a claim form. The claims process is straightforward, and notice will be sent directly to class members, making it easy for them to participate.

The parties highlight that the settlement avoids the risks, costs, and delays associated with continued litigation, such as challenges in proving liability, obtaining class certification, and defending expert opinions. They note that similar settlements in other data breach cases have provided comparable or lesser benefits, demonstrating the strength of this settlement.

As such, the Court hereby approves preliminary approval of proposed Settlement Agreement subject to a final approval hearing to take place in-person on Monday August 17, 2026, at 2:00 p.m.