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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

SALLY ANDERSEN and MICHAEL
KEMMERLIN, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

OAK VIEW GROUP, LLC,

Defendant.

Case No.: 2:24-cv-00719-HDV-JPR

~~PROPOSED~~ **ORDER
GRANTING PLAINTIFFS’
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Judge: Hon. Hernán D. Vera
Date: April 9, 2026
Time: 10:00 a.m.
Courtroom: 5B

(Filed January 26, 2024)

WHEREAS, the above-captioned class action is pending in this Court (the
“Action”);

WHEREAS, Plaintiffs Sally Andersen and Michael Kemmerlin
 (“Plaintiffs”), individually and on behalf of all others similarly situated, and Oak
View Group, LLC (“OVG or “Defendant”) have entered into a Settlement
Agreement (the “Settlement Agreement”) that settles the above-captioned litigation
and provides for a complete dismissal with prejudice of the claims asserted against

~~PROPOSED~~ **ORDER GRANTING PLAINTIFFS’ UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

1 Defendant in the above-captioned action (the “Action”) on the terms and conditions
2 set forth in the Settlement Agreement, subject to the approval of the Court;

3 **WHEREAS**, Plaintiffs have made an application, pursuant to Rule 23(e) of
4 the Federal Rules of Civil Procedure, for an order preliminarily approving the
5 Settlement in accordance with the Settlement Agreement, certifying the Settlement
6 Class for purposes of the Settlement only, appointing Plaintiffs as Class
7 Representatives, appointing Class Counsel as counsel for the Settlement Class,
8 appointing Simpluris Inc. (“Simpluris”) as Settlement Administrator, and allowing
9 notice to Settlement Class Members as more fully described herein;

10 **WHEREAS**, the Court has read and considered: (a) Plaintiffs’ Unopposed
11 Motion for Preliminary Approval of Class Action Settlement and Notice Plan, and
12 the papers filed, and arguments made in connection therewith; and (b) the Settlement
13 Agreement and exhibits attached thereto; and
14

15 **WHEREAS**, unless otherwise defined herein, the capitalized terms herein
16 shall have the same meaning as they have in the Settlement Agreement.

17 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

18 1. **Class Certification for Settlement Purposes Only**. For settlement
19 purposes only and pursuant to Federal Rule of Civil Procedure 23(e), the Court
20 certifies, solely for purposes of effectuating the proposed Settlement, a Settlement
21 Class in this matter defined as follows:

22 All persons whose PII was compromised as a result of the
23 Data Breach discovered by Oak View Group, LLC in
24 November 2023 and for which it provided notice on or
25 about January 2024.

26 The Settlement Class includes approximately 60,672 individuals. Excluded
27 from the Settlement Class are: (1) all persons who are directors, officers, and agents
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1 of Defendant, or their respective subsidiaries and affiliated companies; (2)
2 governmental entities; and (3) the Judge assigned to the Action, that Judge’s
3 immediate family, and Court staff.

4 2. **Class Findings**: The Court provisionally finds, for settlement purposes
5 only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class
6 Members would be impracticable; (b) there are issues of law and fact common to the
7 Settlement Class; (c) the claims of the Class Representatives are typical of and arise
8 from the same operative facts and seek similar relief as the claims of the Settlement
9 Class Members; (d) the Class Representatives and Settlement Class Counsel will
10 fairly and adequately protect the interests of the Settlement Class as the Class
11 Representatives have no interests antagonistic to or in conflict with the Settlement
12 Class and have retained experienced and competent counsel to prosecute this matter
13 on behalf of the Settlement Class; (e) questions of law or fact common to Settlement
14 Class Members predominate over any questions affecting only individual members;
15 and (f) a class action and class settlement is superior to other methods available for
16 a fair and efficient resolution of this controversy.

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18 3. **Class Representatives and Settlement Class Counsel**: Sally
19 Andersen and Michael Kemmerlin are hereby provisionally designated and
20 appointed as the Class Representatives. The Court provisionally finds that the Class
21 Representatives are similarly situated to absent Settlement Class Members and
22 therefore typical of the Settlement Class and that they will be adequate Class
23 Representatives. The Court further finds that Danielle L. Perry of Mason LLP and
24 John Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC are experienced
25 and adequate counsel and are hereby provisionally designated as Settlement Class
26 Counsel.

1 4. **Preliminary Settlement Approval.** The Court hereby preliminarily
2 approves the Settlement, as embodied in the Settlement Agreement, as being fair,
3 reasonable, and adequate to the Settlement Class, subject to further consideration at
4 the Final Approval Hearing to be conducted as described below. For the purposes of
5 preliminary approval, the Court finds the proposed settlement is fair, reasonable, and
6 adequate.

7 5. **Final Approval Hearing.** A Final Approval Hearing shall be
8 held at 10:00 a.m. on August 13, 2026, in the United States District Court,
9 Central District of California, located at the First Street Courthouse, 350 West 1st
10 Street, Courtroom 5B, Los Angeles, California 90012 for the following purposes:

- 11 a. To determine whether the proposed Settlement is fair, reasonable, and
12 adequate to the Class and should be approved by the Court;
- 13 b. To determine whether to grant Final Approval, as defined in the Settlement
14 Agreement;
- 15 c. To determine whether the notice plan conducted was appropriate;
- 16 d. To determine whether the claims process under the Settlement is fair,
17 reasonable and adequate and should be approved by the Court;
- 18 e. To determine whether the requested Class Representatives Service Awards in
19 the amount of \$2,500 to each Class Representative, and Class Counsel’s
20 attorneys’ fees in the amount of \$274,666.66 plus reimbursement of costs
21 should be approved by the Court;
- 22 e. To determine whether the requested Class Representatives Service Awards in
23 the amount of \$2,500 to each Class Representative, and Class Counsel’s
24 attorneys’ fees in the amount of \$274,666.66 plus reimbursement of costs
25 should be approved by the Court;
- 26 e. To determine whether the requested Class Representatives Service Awards in
27 the amount of \$2,500 to each Class Representative, and Class Counsel’s
28 attorneys’ fees in the amount of \$274,666.66 plus reimbursement of costs
 should be approved by the Court;

- f. To determine whether the settlement benefits are fair, reasonable, and adequate; and,
- g. To rule upon such other matters as the Court may deem appropriate.

6. **Retention of Claims Administrator and Manner of Giving Notice.**

Class Counsel is hereby authorized to retain Simpluris Inc. (the “Settlement Administrator”) to supervise and administer the notice procedure in connection with the proposed Settlement as well as the processing of Claims as set for more fully below.

7. **Approval of Form and Content of Notice.** The Court (a) approves, as to form and content, the Long Form Notice, Summary (or Postcard) Notice, Email Notice, and Claim Form attached to the Settlement Agreement as Exhibits 1-4 and (b) finds that the Notice provided to Settlement Class Members as set forth in the Settlement Agreement (i) is the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, of the effect of the proposed Settlement (including the releases to be provided thereunder), of Class Counsel’s request for Fee Award and Costs, of Class Representatives’ requests for Service Award Payments, of their right to object to the Settlement, Class Counsel’s request for Fee Award and Costs, and/or Class Representatives’ requests for Service Award Payments, of their right to exclude themselves from the Settlement Class, and of their right to appear at the Final Approval Hearing; (iii) constitutes due, adequate and sufficient notice to all persons entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and all other applicable law and rules. The date and time of the Final Approval

1 Hearing shall be included in the Notice before it is distributed so long as that date is
2 known at the time of Notice.

3 8. **Participation in the Settlement.** Settlement Class Members who
4 qualify for and wish to submit a Claim Form shall do so in accordance with the
5 requirements and procedures specified in the Notice and the Claim Form and must
6 do so within ninety (90) days after Notice is mailed to the Settlement Class Members.
7 If a Final Approval Order and Judgment is entered, all Settlement Class Members
8 who qualify for any benefit under the Settlement but fail to submit a claim in
9 accordance with the requirements and procedures specified in the Notice and the
10 Claim Form shall be forever barred from receiving any such benefit, but will in all
11 other respects be subject to and bound by the provisions in the Settlement
12 Agreement, the Release included in that Settlement Agreement, and the Final
13 Approval Order and Judgment.
14

15 9. **Claims Process and Distribution and Allocation Plan.** The
16 Settlement Agreement contemplates a process for the Settlement Administrator to
17 assess and determine the validity and value of claims and a payment methodology
18 to Settlement Class Members who submit a timely, valid Claim Form. The Court
19 preliminarily approves the claims process described in the Settlement Agreement
20 and directs that the Settlement Administrator effectuate the distribution of
21 Settlement consideration according to the terms of the Settlement Agreement, should
22 the Settlement be finally approved.

23 10. **Exclusion from Class.** Any Settlement Class Member who wishes to
24 be excluded from the Settlement Class must mail a written notification of the intent
25 to exclude himself or herself from the Settlement Class to the Settlement
26 Administrator at the address provided in the Notice, postmarked no later than **60**
27 **Days after the date Notice is mailed to the Settlement Class Members** (the “Opt-
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1 Out/Objection Deadline”). The written notification must include the name of the
2 proceeding, the individual’s full name, current address, personal signature, and the
3 words “Request for Exclusion” or a comparable statement that the individual does
4 not wish to participate in the Settlement at the top of the communication.

5 Any Settlement Class Member who does not timely and validly exclude
6 himself or herself from the Settlement shall be bound by the terms of the Settlement
7 Agreement. If a Final Approval Order and Judgment is entered, any Settlement Class
8 Member who has not submitted a timely, valid written notice of exclusion from the
9 Settlement Class shall be bound by all proceedings, orders, and judgments in this
10 matter, including but not limited to the Release set forth in the Final Approval Order
11 and Judgment, including Settlement Class Members who have previously initiated
12 or who subsequently initiate any litigation against any or all of the Released Parties
13 relating to the claims and transactions released in the Settlement Agreement. All
14 Settlement Class Members who submit valid and timely notices of exclusion from
15 the Settlement Class shall not be entitled to receive any benefits of the Settlement.
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17 a. **Objections and Appearances.** No Settlement Class Member
18 shall be heard, and no papers, briefs, pleadings, or other documents submitted by
19 any Settlement Class Member shall be received and considered by the Court, unless
20 the objection is filed with the Court and sent to Counsel for the Parties, postmarked
21 by no later than the Objection Date, as specified in the Settlement Agreement and
22 Long Form Notice. For an objection to be considered by the Court, the objection
23 must also include all of the information set forth in Paragraph 94 of the Settlement
24 Agreement, which is as follows: (i) the name of the proceedings; (ii) the Settlement
25 Class Member’s full name, current mailing address, email address, and telephone
26 number; (iii) a statement of the specific grounds for the objection, as well as any
27 legal support for the objection; (iv) the identity of any attorneys representing the
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1 objector and whether they will appear at the Final Approval Hearing; (v) a statement
2 regarding whether the Settlement Class Member (or his/her attorney) intends to
3 appear at the Final Approval Hearing; (vi) a statement identifying all class action
4 settlements objected to by the Settlement Class Member in the previous five years;
5 (vii) the signature of the Settlement Class Member or the Settlement Class Member's
6 attorney; and (viii) a list of all persons who will be called to testify at the Final
7 Approval Hearing in support of the objection (if any).

8 11. Any Settlement Class Member who fails to comply with the provisions
9 in Paragraph 10 may waive and forfeit any and all rights he or she may have to
10 object, and shall be bound by all the terms of the Settlement Agreement, this Order,
11 and by all proceedings, orders, and judgments in this matter, including, but not
12 limited to, the release in the Settlement Agreement if a Final Approval Order and
13 Judgment is entered. If a Final Approval Order and Judgment is entered, any
14 Settlement Class Member who fails to object in the manner prescribed herein shall
15 be deemed to have waived his or her objections and shall be forever barred from
16 making any such objections in this Action or in any other proceeding or from
17 challenging or opposing, or seeking to reverse, vacate, or modify any approval of
18 the Settlement Agreement, the motion for Service Award Payments, or the motion
19 for Fee Award and Costs.
20

21 12. **Termination of Settlement**. This Order shall become null and void and
22 shall be without prejudice to the rights of the Parties, all of whom shall be restored
23 to their respective positions existing as of the date of the execution of the Settlement
24 Agreement if the Settlement is not finally approved by the Court or is terminated in
25 accordance with the Settlement Agreement. In such event, the Settlement and
26 Settlement Agreement shall become null and void and be of no further force and
27 effect, and neither the Settlement Agreement nor the Court's orders, including this
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1 Order, relating to the Settlement shall be used or referred to for any purpose
2 whatsoever.

3 13. **Use of Order.** This Order shall be of no force or effect if a Final
4 Approval Order and Judgment is not entered or there is no Effective Date and shall
5 not be construed or used as an admission, concession, or declaration by or against
6 Defendant of any fault, wrongdoing, breach, liability, or the certifiability of any
7 class. Nor shall this Order be construed or used as an admission, concession, or
8 declaration by or against the Settlement Class Representatives or any other
9 Settlement Class Member that his or her claim lacks merit or that the relief requested
10 is inappropriate, improper, unavailable, or as a waiver by any Party of any defense
11 or claim he, she, or it may have in this litigation or in any other lawsuit.

12 14. **Stay of Proceedings and Temporary Injunction.** Until otherwise
13 ordered by the Court, the Court stays all proceedings in the Action other than
14 proceedings necessary to carry out or enforce the terms and conditions of the
15 Settlement Agreement. Pending final determination of whether the Settlement
16 should be approved, the Court bars and enjoins Plaintiffs, and all other members of
17 the Settlement Class, from commencing or prosecuting any and all of the Released
18 Claims against the Released Entities.

19 15. **Taxes.** The Settlement Administrator is authorized and directed to
20 perform all obligations with respect to taxes and any reporting or filings in respect
21 thereof without further order of the Court in a manner consistent with the provisions
22 of the Settlement Agreement.

23 The Court retains jurisdiction to consider all further applications arising out
24 of or connected with the proposed Settlement.

25 16. **Summary of Deadlines.** The preliminarily approved Settlement shall
26 be administered according to its terms pending the Final Approval Hearing.
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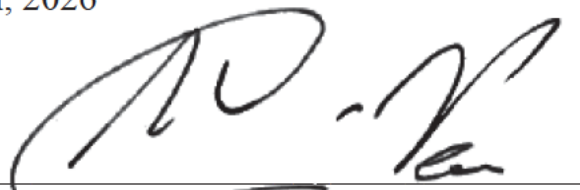
Deadlines arising under the Settlement Agreement and this Order include but are not limited to:

SETTLEMENT TIMELINE

<u>Grant of Preliminary Approval</u>	
OVG provides list of Settlement Class Members to the Settlement Administrator	+10 days after Preliminary Approval is Granted
Notice Date	+30 days after Preliminary Approval
Class Counsel’s Motion for Attorneys’ Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	-14 days prior to the Objection Deadline and Opt-Out Deadline
Objection Deadline	+60 days after Notice Date
Opt-Out Deadline	+60 days after Notice Date
Claims Deadline	+90 days after Notice Date
Settlement Administrator Provide List of Objections/Exclusions to Counsel	+7 days after deadline for Opt-Out
<u>Final Approval Hearing</u>	
Motion for Final Approval	At least +100 days after Preliminary Approval Order -14 Days before Final Approval Hearing
<u>Final Approval</u>	
Effective Date	Once all conditions met pursuant to ¶ 36
Payment of Attorneys’ Fees, Expenses, and Class Representative Service Awards	+7 days after Effective Date
Payment of Class Benefits	+30 days of the Effective Date, or +75 days after the Claims Deadline, whichever is later
Settlement Website Deactivation	+120 days after Payment of Claims

IT IS SO ORDERED.

Dated this 17 day of April, 2026



 UNITED STATES DISTRICT JUDGE