

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

SHORT TITLE: Winer vs. Phase II Systems**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC
SERVICE****CASE NUMBER:**
30-2024-01428283-CU-NP-CXC

I certify that I am not a party to this cause. I certify that that the following document(s), Order - Other dated 09/03/26, was transmitted electronically by an Orange County Superior Court email server on September 3, 2026, at 2:03:34 PM PDT. The business mailing address is Orange County Superior Court, 700 Civic Center Dr. W, Santa Ana, California 92701. Pursuant to Code of Civil Procedure section 1013b, I electronically served the document(s) on the persons identified at the email addresses listed below:

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CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

SEP 03 2026

DAVID H. YAMASAKI, Clerk of the Court

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

CHRISTOPHER WINER, on behalf of
himself individually and all others
similarly situated,

Plaintiff,

v.

PHASE II SYSTEMS, d/b/a PUBLIC
AGENCY RETIREMENT SERVICES

Defendant.

Case No. 30-2024-01428283-CU-NP-CXC

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Judge: Hon. David A. Hoffer
Complaint Filed: September 25, 2024
Trial Date: Not Set.

Hearing Date: August 31, 2026
Hearing Time: 1:30 P.M.
Dept: CX103

1 The motion by Plaintiff Christopher Winer ("Plaintiff"), for preliminary approval of the
2 parties' proposed class action settlement agreement (the "Settlement Agreement") came on for
3 hearing before this Court on August 31, 2026, at 1:30 p.m. The Court, having considered all papers
4 filed in connection with the motion, all argument of counsel, and, good cause appearing, hereby
5 ORDERS as follows;

6 1. This Preliminary Approval Order incorporates the Settlement Agreement and
7 Settlement Agreement Amendment, and the terms used herein shall have the meanings and/or
8 definitions given to them in the Agreement, as submitted to the Court with the Motion.

9 2. For purposes of the settlement and conditioned upon the settlement receiving final
10 approval following the final approval hearing, this Court hereby conditionally certifies the
11 Settlement Class, defined as: "All individuals residing in the United States whose Personal
12 Information was compromised in the Security Incident experienced by Defendant in or around
13 March 2024, including all those individuals who received notice of the breach."

14 3. The Court finds that, for the purposes of settlement: (a) the number of members of
15 the Settlement Class are so numerous that joinder of all members is impracticable; (b) there are
16 questions of law and fact common to members of the Settlement Class; (c) the claims of the Plaintiff
17 are typical of the claims of the members of the Settlement Class; (d) the Plaintiff is an adequate
18 representative for the Settlement Class, and has retained experienced and adequate Class Counsel;
19 (e) the questions of law and fact common to the members of the Settlement Class predominate over
20 any questions affecting any individual members of the Class; and (f) a class action is superior to the
21 other available methods for the fair and efficient adjudication of the controversy.

22 4. For the purposes of settlement only, the Court finds and determines that the named
23 Plaintiff will fairly and adequately represent the interests of the Settlement Class in enforcing their
24 rights in the action and appoints Christopher Winer as Class Representative.

25 5. For purposes of settlement only, the Court appoints as Class Counsel: Leigh
26 Montgomery of EKSM, LLP.

27 6. Simpluris is appointed as Settlement Administrator. The Settlement Administrator
28 shall abide by the terms and conditions of the Settlement Agreement that pertain to settlement and

1 claims administration.

2 7. The Final Approval Hearing Date shall be **February 1, 2027 at 1:30 p.m.** before
3 the Honorable Randall J. Sherman, in Department CX103 of the Superior Court of California for
4 the County of Orange, located at 751 W Santa Ana Blvd, Santa Ana, CA 92701, to consider and
5 confirm as final: (a) the fairness, reasonableness and adequacy of the proposed Settlement
6 Agreement; (b) any objections made by Settlement Class Member to the proposed Settlement
7 Agreement; (c) whether the Settlement Agreement should be finally approved by this Court; (d)
8 Class Counsel's motion for attorneys' fees, costs, and service awards for the named Plaintiff and
9 Class Representative; and (e) such other matters as this Court may deem proper and necessary.

10 8. Class Counsel are to file and serve the Motion for Fees, Costs, and Service Award
11 not later than fourteen (14) days before the Objection Deadline, which is 60 days after the Settlement
12 Administrator issues the class notice.

13 9. Class Counsel are to file and serve the Motion for Final Approval not later than
14 sixteen (16) days before the Final Approval Hearing.

15 10. The proposed form, timing, and methods of Class Notice described in the Settlement
16 Agreement, including the summary notice and long form notice attached to the Settlement
17 Agreement as Exhibits B and C and as amended by the Settlement Agreement Amendment are
18 hereby approved for the purpose of notifying the members of the Settlement Class of the proposed
19 Settlement Agreement, the Final Approval Hearing date, and the rights of the members of the
20 Settlement Class Member to exclude themselves or object to the settlement, and shall be sent to the
21 members of the Settlement Class substantially in the forms approved. The parties may by mutual
22 written consent make non-substantive changes to the notices without Court approval. The costs of
23 giving notice to the members of the Classes shall be deducted from the common fund.

24 11. The Settlement Administrator shall issue the Class Notice within ten (10) days after
25 the entry of this Preliminary Approval Order, including by mail and website publication as set forth
26 in the Settlement Agreement.

27 12. The Long-Form Notice, Request for Exclusion Form, Settlement Agreement, and
28 Preliminary Approval Order shall be posted on the settlement website created by the Claims

1 Administrator.

2 13. Within seventy (70) days after the Notice Date, the Claims Administrator shall
3 furnish to Settlement Class Counsel and to Defendant's counsel a complete list of all timely and
4 valid requests for exclusion and any valid Objections.

5 14. The Notice Plan, as set forth in the Settlement Agreement, is the best notice
6 practicable, and is reasonably calculated, under the circumstances, to apprise the members of the
7 Settlement Class of the pendency of this action and their right to participate in, object to, or exclude
8 themselves from the settlement. This Court further finds that the summary and long form notices,
9 as set forth in Exhibits B and C to the Settlement Agreement and as amended by the Settlement
10 Agreement Amendment, are sufficient notice of the Final Approval Hearing date, the Settlement
11 Agreement, the Motion for Final Approval and Motion for Fees, Costs, and Service Award, and
12 other matters set forth in the Settlement Agreement, and that the Notice Plan fully satisfies due
13 process of law to all persons entitled thereto.

14 15. Settlement Class Member who wish to exclude themselves from the Settlement Class
15 for purposes of this Settlement may do so by submitting a request for exclusion to the Claims
16 Administrator that is postmarked by sixty (60) days after Settlement Administrator sends the Short-
17 Form Notice. The request for exclusion must comply with the exclusion procedures set forth in the
18 Settlement Agreement. Each Settlement Class Member desiring to exclude him or herself from the
19 Settlement Class shall timely submit written notice of such intent to the designated address set forth
20 in the notice. The written notice must clearly manifest the intent to be excluded from the Settlement
21 Class and must be signed by the Settlement Class member. A request for exclusion may not request
22 exclusion of more than one member of the Settlement Class. Each opt-out must be individually
23 submitted; mass opt-outs are not permitted.

24 16. Any member of the Settlement Class who timely requests exclusion consistent with
25 these procedures may not file an objection to the Settlement Agreement and shall be deemed to have
26 waived any rights or benefits under this Settlement Agreement. Settlement Class Member who fails
27 to submit a valid and timely request for exclusion shall be bound by all terms of the Settlement
28 Agreement and the final Judgment.

1 17. Any member of the Settlement Class who has not timely filed a request for exclusion
2 may object to the granting of final approval to the settlement. Settlement Class Member may object
3 on their own or may do so through separate counsel at their own expense.

4 18. Any written objection to the Settlement Agreement must include: ((i) the name of
5 the Litigation; (ii) the Settlement Class Member's full name, current mailing address, and telephone
6 number; (iii) a statement of the specific grounds for the objection, as well as any documents
7 supporting the objection and a description of whether the objection applies only to the Settlement
8 Class Member, a subset of the Settlement Class, or the entire Settlement Class; (iv) the identity of
9 any attorneys representing the objector (if any); (v) a statement regarding whether the Settlement
10 Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a
11 description and/or copies of evidence that may be introduced at fairness hearing; (vii) a list of
12 proceedings in which the Settlement Class Member has submitted an objection during the past five
13 years; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's
14 attorney. All written objections must be postmarked and/or filed with the Court and sent to the
15 Settlement Administrator on or before the Objection Deadline, which is sixty (60) days after
16 Settlement Administrator sends the Short-Form Notice. Any Settlement Class Member who does
17 not make their written objections in the manner and by the date set forth in this paragraph shall be
18 deemed to have waived any objections and shall be forever barred from raising such objections
19 except and unless they personally appear at the Final Approval Hearing to orally state their
20 objection.

21 19. All pretrial proceedings in this action are stayed and suspended until further order of
22 this Court, except such actions as may be necessary to implement the Settlement Agreement.

23 20. In the event that the Settlement Agreement is terminated pursuant to its terms,
24 disapproved by any court (including any appellate court), and/or not consummated for any reason,
25 or the Effective Date for any reason does not occur, the order certifying the Settlement Class for
26 purposes of effectuating the Settlement Agreement, and all preliminary and/or final findings
27 regarding that class certification order, shall be automatically vacated upon notice of the same to the
28 Court, the Action shall proceed as though the Settlement Class had never been certified pursuant to

1 this Settlement Agreement and such findings had never been made, and the Action shall return to
2 the procedural posture on the day before the Settlement Agreement was executed, in accordance
3 with this paragraph.

4 21. For the benefit of the Settlement Class and to protect this Court's jurisdiction, this
5 Court retains continuing jurisdiction over the settlement proceedings to ensure the effectuation
6 thereof in accordance with the settlement preliminarily approved herein and the related orders of
7 this Court.

8 22. The parties are directed to carry out their obligations under the Settlement
9 Agreement.

10 **Summary of Applicable Dates**

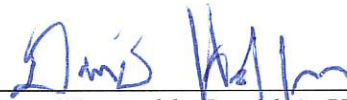
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13	Post Grant of Preliminary Approval	
14	Settlement Administrator provides W-9 to Defendant	5 days after Preliminary Approval Order
15	Defendant provides list of Settlement Class Members to the Settlement Administrator	7 days after Preliminary Approval
16	Defendant to Provide Notice Required by 3.769 Rules of Court.	Within 10 days of Motion for Preliminary Approval
17	Long Form and Short Form Notices Posted on the Settlement Website	No later than 30 days after Preliminary Approval, or prior to the Settlement Website going live
18	Notice Date	30 days after Preliminary Approval.
19	Reminder Notice	60 days after Notice Date (if needed)
20	Class Counsel's Motion for Attorneys' Fees, Litigation Expenses, and Service Award	14 days before Objection and Opt-Out Deadlines
21	Objection Deadline	60 days after Notice Date
22	Opt-Out Deadline	60 days after Notice Date
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Settlement Administrator Provide List of Objections/Opt-Outs to Counsel for the Parties	70 days after Notice Date
Final Approval Hearing	February 1, 2027 at 1:30 p.m. (no earlier than 120 days after date of this Preliminary Approval Order)
Motion for Final Approval	14 days before Final Approval Hearing Date
Settlement Administrator Provides Court Notice of Opt-Outs and/or Objections	14 days before Final Approval Hearing Date
Post Final Approval	
Cash Fund Payment Deadline	Within 30 days of the Effective Date
Payment of Attorneys' Fees and Expenses Class Representative Service Award	30 days after Effective Date
Settlement Website Deactivation	90 days after Effective Date

IT IS SO ORDERED.

Dated: _____

9/3/26



Honorable David A. Hoffer
Judge of the Superior Court