

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

JANELLE COCHRANE, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

PEOPLE DATA LABS, INC.,

Defendant.

Case No. 3:25-cv-09533-RFL

**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Judge: Hon. Rita F. Lin

1 Before the Court is Plaintiff Janelle Cochrane's ("Plaintiff") Motion for Preliminary
2 Approval of Class Action Settlement ("Motion"). Plaintiff and Defendant People Data Labs, Inc.
3 ("PDL") have entered into a Class Action Settlement Agreement, dated May 19, 2026,
4 ("Settlement Agreement"). Having thoroughly reviewed the Settlement Agreement, including
5 the proposed forms of class notice and other exhibits thereto, the Motion, and the papers and
6 arguments in connection therewith, and good cause appearing, and for the reasons articulated on
7 the record at the preliminary approval hearing, the Court hereby ORDERS as follows:

8 1. Capitalized terms not otherwise defined herein have the meanings set forth in the
9 Settlement Agreement.

10 2. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C.
11 § 1332(d) and has personal jurisdiction over the Parties and the Settlement Class Members.
12 Venue is proper in this District.

13 3. The Motion is GRANTED.

14 4. The Court hereby preliminarily approves the Settlement Agreement and the terms
15 embodied therein pursuant to Fed. R. Civ. P. 23(e)(1). The Court finds that it will likely be able
16 to approve the Settlement Agreement under Fed. R. Civ. P. 23(e)(2) and to certify the Settlement
17 Class for purposes of judgment on the proposed Settlement. The Court preliminarily finds that
18 the Settlement Agreement is fair, reasonable, and adequate as to the Settlement Class Members
19 under the relevant considerations. The Court finds that Plaintiffs and Proposed Class Counsel
20 have adequately represented and will continue to adequately represent the Settlement Class. The
21 Court further finds that the Settlement Agreement is the product of arms' length negotiations by
22 the Parties through the use of an experienced mediator. The Court preliminarily finds that the
23 relief provided—a non-reversionary common settlement fund of \$6,362,167—is adequate
24 considering, *inter alia*, the costs, risks, and delay of trial and appeal, the alleged harm to
25 Settlement Class Members, and the proposed method of distributing payments to the Settlement
26 Class (*i.e.*, direct payment via check). The Court preliminarily finds that the Settlement
27 Agreement treats the Settlement Class Members equitably relative to each other, and that the
28 proposed allocation of the Settlement Fund to Settlement Class Members is reasonable and

1 equitable. Under the terms of the Settlement Agreement, all Settlement Class Members are
2 eligible to submit a claim for a payment. The Court preliminarily finds that the payment
3 allocation provided in the Settlement Agreement is reasonable and equitable.

4 5. The Court hereby provisionally certifies, for settlement purposes only, a
5 “Settlement Class,” pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3), consisting of: all individuals
6 in People Data Labs’ database with an (1) inferred mobile number as determined by the
7 information available in Defendant’s records, (2) a Colorado area code, (3) an inferred Colorado
8 location (current or historical), (4) whose data was sourced on or after September 2022, and (5)
9 whose information was disclosed at least once from September 2022 to March 3, 2026.

10 6. The Court finds that for settlement purposes only, the Settlement Class, as defined
11 above, meets the requirements for class certification under Fed. R. Civ. P. 23(a) and 23(b)(3)—
12 namely, that (1) the Settlement Class Members are sufficiently numerous such that joinder is
13 impracticable; (2) there are common questions of law and fact; (3) Plaintiffs’ claims are typical
14 of those of the Settlement Class Members; (4) Plaintiffs and Class Counsel have adequately
15 represented, and will continue to adequately represent, the interests of the Settlement Class
16 Members; and (5) for purposes of settlement, the Settlement Class meets the predominance and
17 superiority requirements of Fed. R. Civ. P. 23(b)(3).

18 7. Certification of the Settlement Class shall be solely for settlement purposes and
19 without prejudice to the Parties. In the event the Settlement Agreement is not finally approved
20 by this Court or otherwise does not take effect, the Parties preserve all rights and defenses
21 regarding class certification.

22 8. The Court hereby appoints Plaintiff Janelle Cochrane as the Class Representative
23 to represent the Settlement Class.

24 9. The Court hereby appoints the law firm of Bursor & Fisher, P.A. as Class Counsel
25 for the Settlement Class.

26 10. The Court hereby appoints Simpluris, Inc. (“Simpluris”) as Settlement
27 Administrator and directs Simpluris to carry out all duties and responsibilities of the Settlement
28 Administrator as specified in the Settlement Agreement and herein.

1 11. For the reasons discussed at the preliminary approval hearing, the *cy pres* recipient
2 shall be the Electronic Privacy Information Center (“EPIC”).

3 **Notice Program**

4 12. Pursuant to Fed. R. Civ. P. 23(e)(1) and 23(c)(2)(B), the Court approves the
5 proposed notice program set forth at Section 4 of the Settlement Agreement, including the form
6 and content of the proposed forms of class notice attached as Exhibit B to the Settlement
7 Agreement. The Court finds that the proposed notice program meets the requirements of Due
8 Process under the U.S. Constitution and Rule 23; and that such notice program—which consists
9 of direct notice to Settlement Class Members, and the establishment of a Settlement Website and
10 Toll-Free Number—is the best notice practicable under the circumstances and shall constitute
11 due and sufficient notice to all persons entitled thereto. The Court further finds that the proposed
12 form and content of the form of the notice is adequate and will give the Settlement Class Members
13 sufficient information to enable them to make informed decisions as to the Settlement Class, the
14 right to object or opt out, and the proposed Settlement and its terms. The Court finds that the
15 notice clearly and concisely states in plain, easily understood language, *inter alia*: (i) the nature
16 of the Action; (ii) the definition of the Settlement Class; (iii) the class claims and issues; (iv) that
17 a Settlement Class Member may enter an appearance through an attorney if the member so
18 desires; (v) that the Court will exclude from the Settlement Class any member who timely and
19 validly requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the
20 binding effect of a class judgment on Settlement Class Members under Rule 23(c)(3).

21 13. The Court directs the Settlement Administrator and the Parties to implement the
22 notice program as set forth in the Settlement Agreement.

23 14. Settlement Class Member Contact Information: Pursuant to the Settlement
24 Agreement, PDL shall immediately provide the available contact information of every Settlement
25 Class Member that it has in its possession to the Settlement Administrator (to the extent it has
26 not already done so in compliance with the settlement).

27 15. Direct Notice: By no later than thirty (30) days following the entry of this
28 Preliminary Approval Order (hereinafter, the “Notice Date”), the Settlement Administrator shall

1 provide direct notice to Settlement Class Members as described in § 4 of the Settlement
2 Agreement.

3 16. Settlement Website: The Settlement Administrator shall establish and maintain an
4 Internet website (“Settlement Website”), where Settlement Class Members can obtain further
5 information about the terms of the Settlement Agreement, their rights, important dates and
6 deadlines, and related information. Settlement Class Members shall also be able to submit Claim
7 Forms electronically via the Settlement Website. The Settlement Website shall include, in PDF
8 format, the Complaint in this Action, the Settlement Agreement, the long-form notice
9 substantially in the form attached as Exhibit B to the Settlement Agreement, the Motion for
10 Preliminary Approval and associated supporting documents and supplemental filings, this
11 Preliminary Approval Order, Settlement Class Counsel’s fee and cost application (after it is
12 filed), and other case documents as agreed upon by the Parties and/or required by the Court, and
13 shall be operational and live by no later than one day before the first Mail Notice or Email Notice
14 is disseminated. The Settlement Website shall be optimized for display on mobile phones. The
15 Settlement Website shall remain operational until at least three months after the date the
16 Settlement becomes Effective.

17 17. Toll-Free Number: The Settlement Administrator shall establish and maintain a
18 toll-free telephone number (“Toll-Free Number”) where Settlement Class Members can obtain
19 further information about the Settlement Agreement and their rights, and request that a hard copy
20 Claim Form or long-form notice be mailed to them. The Toll-Free Number shall be operational
21 and live by no later than one day before the first Mail Notice or Email Notice is disseminated
22 and shall remain operational until at least three months after date the Settlement becomes
23 Effective.

24 18. At least seventy (70) days after the Notice Date, Class Counsel shall prepare or
25 cause the Settlement Administrator to prepare a list of the persons who have excluded themselves
26 in a valid and timely manner from the Settlement Class (the “Opt-Outs”), and Class Counsel shall
27 file that list with the Court.
28

1 **Claims Procedure**

2 19. The Court approves the form and content of the proposed Claim Form, in the form
3 attached as Exhibit A to the Settlement Agreement, approves the Claims Process set forth in the
4 Settlement Agreement for Settlement Class Members to submit Claims, and directs the Parties
5 and the Settlement Administrator to implement the Claims Process.

6 **Opt-Out and Objection Procedures**

7 20. Settlement Class Members may exclude themselves from the Settlement Class by
8 mailing to the Settlement Administrator a request for exclusion that is postmarked or emailed no
9 later than September 29, 2026 (the “Exclusion/Objection Deadline”). To exercise the right to be
10 excluded, a Person in the Settlement Class must timely send a written request for exclusion to
11 the Settlement Administrator as specified in the Notice, providing his/her full name and mailing
12 address, a signature, the name of the case, and a statement that he or she wishes to be excluded
13 from the Settlement Class for purposes of this Settlement. A request to be excluded that does not
14 include all of this information, or that is sent to an address other than that designated in the Notice,
15 or that is not postmarked within the time specified, shall be invalid, and the Person(s) serving
16 such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement
17 Class Member by this Agreement, if approved. Any member of the Settlement Class who validly
18 elects to be excluded from this Agreement shall not: (i) be bound by any orders, the Final
19 Judgment, or the terms of the Agreement; (ii) be entitled to relief under this Agreement; (iii) gain
20 any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this
21 Agreement. The request for exclusion must be personally signed by the Person requesting
22 exclusion. So-called “mass” or “class” opt-outs shall not be permitted. Opt-out requests seeking
23 exclusion on behalf of more than one individual shall be deemed invalid by the Settlement
24 Administrator. Any Settlement Class Member who submits a timely and valid request for
25 exclusion is foreclosed from objecting to the Settlement or to Class Counsel’s motion for
26 attorneys’ fees, costs, and service awards. If a Settlement Class Member submits both a timely
27 and valid request for exclusion and an objection, the Settlement Class Member shall be treated
28 as if they had only submitted a request for exclusion. Any Settlement Class Member who does

1 not submit a timely and valid request for exclusion in accordance with this paragraph shall be
2 bound by the Final Order and Judgment if and when it is entered. The Settlement Administrator
3 shall provide copies of all timely and valid requests for exclusion to Class Counsel and PDL's
4 Counsel.

5 21. Any Settlement Class Member who does not submit a timely and valid request for
6 exclusion shall have the right to object to the proposed Settlement and/or to Class Counsel's
7 motion for attorneys' fees, costs, or service awards. To be considered valid, an objection must be
8 in writing, must be filed with or mailed to the Court, at the address listed in the long-form notice,
9 postmarked/mailed no later than September 29, 2026 (the "Exclusion/Objection Deadline"), and
10 must include the following: (1) the objector's full name and mailing address; (2) an explanation
11 of the basis upon which the objector claims to be a Settlement Class Member, including an
12 attestation that the objector owned the mobile telephone number associated with the claimant in
13 Defendant's records during the Class Period; (3) all grounds for the objection, including all
14 citations to legal authority and evidence supporting the objection; (4) the name and contact
15 information of any and all attorneys representing, advising, or in any way assisting the objector
16 in connection with the preparation or submission of the objection or who may profit from the
17 pursuit of the objection (the "Objecting Attorneys"); and (5) a statement indicating whether the
18 objector intends to appear at any scheduled Fairness Hearing (either personally or through
19 counsel who files an appearance with the Court in accordance with the Local Rules). If a
20 Settlement Class Member or any of the Objecting Attorneys has objected to any class action
21 settlement where the objector or the Objecting Attorneys asked for or received any payment in
22 exchange for dismissal of the objection, or any related appeal, without any modification to the
23 settlement, then the objection must include a statement identifying each such case by full case
24 caption and amount of payment received. Any challenge to the Settlement Agreement, the Final
25 Order, or the Final Judgment shall be pursuant to appeal under the Federal Rules of Appellate
26 Procedure and not through a collateral attack. Only objections that are submitted in accordance
27 with this paragraph shall be heard by the Court. Any Settlement Class Member who does not
28 timely submit an objection in accordance with this paragraph shall waive the right to object or to

1 be heard at the final approval hearing and shall be forever barred from making any objection to
2 the proposed Settlement or to Class Counsel's motion for attorneys' fees, costs, and service
3 awards. These requirements may be excused upon a showing of good cause, and substantial
4 compliance with this requirement is sufficient. Any Settlement Class Member who objects to the
5 Settlement shall nevertheless be entitled to all benefits of the Settlement if it is approved and
6 becomes final. The Settlement Administrator shall promptly, after receipt, provide copies of any
7 objections, including any related correspondence, to Class Counsel and Defendant's Counsel.

8 **Final Approval Hearing**

9 22. The Court will hold a final approval hearing on November 17, 2026 at 10:00 a.m.
10 in the United States District Court for the Northern District of California, located at 450 Golden
11 Gate Avenue, Courtroom 4, 17th Floor, San Francisco, California 94102. The purposes of the
12 final approval hearing will be to: (i) determine whether the proposed Settlement Agreement
13 should be finally approved by the Court as fair, reasonable, adequate, and in the best interests of
14 the Settlement Class; (ii) determine whether judgment should be entered pursuant to the
15 Settlement Agreement, dismissing the Action with prejudice and releasing the Released Parties
16 of all claims stated in Section 1.23 of the Settlement Agreement; (iii) determine whether the
17 Settlement Class should be finally certified; (iv) rule on Class Counsel's motion for attorneys'
18 fees, costs, and service award; (v) consider any properly filed objections; and (vi) consider any
19 other matters necessary in connection with the final approval of the Settlement Agreement.

20 23. By no later than August 25, 2026, Plaintiffs and Class Counsel shall file any
21 motion for attorneys' fees, costs, and service awards. Promptly after they are filed, these
22 document(s) shall be posted on the Settlement Website.

23 24. By no later than October 29, 2026, Plaintiffs and Class Counsel shall file their
24 motion for final approval of the Settlement Agreement. Promptly after they are filed, these
25 document(s) shall be posted on the Settlement Website.

26 25. By no later than October 29, 2026, the Parties shall file any responses to any
27 Settlement Class Member objections and any replies in support of final settlement approval
28 and/or in support of Class Counsel's motion for attorneys' fees, costs, and service awards.

1 26. The Court may, in its discretion, modify the date and/or time of the final approval
2 hearing, and may order that this hearing be held remotely or telephonically. In the event the Court
3 changes the date, time, and/or the format of the final approval hearing, the Parties shall ensure
4 that the updated information is posted on the Settlement Website.

5 27. Only Settlement Class Members who have submitted timely and valid objections,
6 in accordance with the requirements of this Preliminary Approval Order, may be heard at the
7 final approval hearing. Notwithstanding these requirements, upon a showing of good cause to the
8 Court, any objecting Settlement Class Member may appear, in person or by counsel, at the Final
9 Approval Hearing held by the Court.

10 28. If the Settlement Agreement, including any amendment made in accordance
11 therewith, is not approved by the Court or shall not become effective for any reason whatsoever,
12 the Settlement Agreement and any actions taken or to be taken in connection therewith (including
13 this Preliminary Approval Order and any judgment entered herein), shall be terminated and shall
14 become null and void and of no further force and effect except for (i) any obligations to pay for
15 any expense incurred in connection with Notice and Other Administration Costs as set forth in
16 the Settlement Agreement, and (ii) any other obligations or provisions that are expressly
17 designated in the Settlement Agreement to survive the termination of the Settlement Agreement.

18 29. Other than such proceedings as may be necessary to carry out the terms and
19 conditions of the Settlement Agreement, all proceedings in the Action are hereby stayed and
20 suspended until further order of this Court.

21 30. This Preliminary Approval Order, the Settlement Agreement, and all negotiations,
22 statements, agreements, and proceedings relating to the Settlement, and any matters arising in
23 connection with settlement negotiations, proceedings, or agreements shall not constitute, be
24 described as, construed as, offered or received against PDL or the other Released Parties as
25 evidence or an admission of: (a) the truth of any fact alleged by Plaintiff in the Action; (b) any
26 liability, negligence, fault, or wrongdoing of PDL or the Released Parties; or (c) that this Action
27 or any other action may be properly certified as a class action for litigation, non-settlement
28 purposes.

31. The Court retains jurisdiction over this Action to consider all further matters arising out of or connected with the Settlement, including enforcement of the Release provided for in the Settlement Agreement.

32. The Parties are directed to take all necessary and appropriate steps to establish the means necessary to implement the Settlement Agreement according to its terms should it be finally approved.

33. The Court may, for good cause, extend any of the deadlines set forth in this Preliminary Approval Order without further notice to Settlement Class Members. Without further order of the Court, the Parties may agree to make non-material modifications in implementing the Settlement that are not inconsistent with this Preliminary Approval Order.

34. The following chart summarizes the dates and deadlines set by this Preliminary Approval Order:

Event	Proposed Deadline
CAFA Notice Pursuant to 28 U.S.C. § 1715(b)	June 1, 2026
Establishment of Settlement Website	July 31, 2026
Notice Date	July 31, 2026
Motion for Attorneys' Fees, Costs, Expenses, and Service Award	August 25, 2026
Objection and Opt-Out Deadline	September 29, 2026
Claims Deadline	September 29, 2026
Final Approval Motion and Response to Any Objections	October 29, 2026
Supplement declaration (1) stating the number of claims, requests for exclusion, and objections to date, (2) attesting that Notice was disseminated consistent with the Settlement, and (3) describing measures to address fraudulent claims and reporting on the results of those efforts	October 29, 2026
Final Approval Hearing	November 17, 2026 at 10:00 a.m.
Award Issuance Date	Begins 10 days after entry of Final Judgment

IT IS SO ORDERED.

Date: June 30, 2026


 Hon. Rita F. Lin
 United States District Judge