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17 *Attorneys for Plaintiff and Proposed Class*

18 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**  
19 **IN AND FOR THE COUNTY OF MARICOPA**

20 **KHALID RAST**, on behalf of himself and  
21 all others similarly situated,

22 Plaintiff,

23 v.

24 **FITZGERALD WEALTH**  
**MANAGEMENT, LLC,**

Defendant.

No. CV2025-024424

**ORDER OF  
PRELIMINARY APPROVAL  
AND JUDGMENT**

(Assigned to the Honorable  
Scott Minder)

Before the Court is Plaintiff Khalid Rast’s Unopposed Motion for Preliminary Approval of Class Action Settlement (the “Motion”). The Motion seeks preliminary approval of a Class Action Settlement Agreement (the “Settlement Agreement”) entered

1 into by and between Plaintiff Khalid Rast (“Plaintiff”), individually and on behalf of the  
2 proposed Settlement Class, and Defendant Fitzgerald Wealth Management, LLC  
3 (“Fitzgerald” or “Defendant”) (collectively, the “Parties”).<sup>1</sup>

4 **1. Preliminary Class Certification for Settlement Purposes Only.** For  
5 purposes of the Settlement only, the Court preliminarily certifies the following Settlement  
6 Class under Arizona Rule of Civil Procedure 23 as follows:

7 **Settlement Class:** All individuals residing in the United States whose Personal  
8 Information was compromised in the Data Incident discovered by Fitzgerald Wealth  
9 Management, LLC, in April 2025.

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

16 Pursuant to Rule 23 of the Arizona Rules of Civil Procedure, the Court finds that  
17 giving notice is justified. The Court finds that it will likely be able to approve the proposed  
18 Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able  
19 to certify the Settlement Class for purposes of judgment on the Settlement because they  
20 meet all of the requirements of Rule 23. Specifically, the Court finds for settlement  
21 purposes that: (a) the Settlement Class is ascertainable; (b) the Settlement Class is so  
22 numerous that joinder of all Settlement Class Members would be impracticable; (c) there  
23 are issues of law and fact that are common to the Settlement Class; (d) the claims of the  
24 Class Representative are typical of and arise from the same operative facts and the Class

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<sup>1</sup> All defined terms in this Order of Preliminary Approval and Judgement (“Preliminary Approval Order”) have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

1 Representative seeks similar relief as the claims of the Settlement Class Members; (e) the  
2 Class Representative will fairly and adequately protect the interests of the Settlement Class  
3 as the Class Representative has no interests antagonistic to or in conflict with the  
4 Settlement Class and has retained experienced and competent counsel to prosecute this  
5 Litigation on behalf of the Settlement Class; (f) questions of law or fact common to  
6 Settlement Class Members predominate over any questions affecting only individual  
7 members; and (g) a class action and class settlement is superior to other methods available  
8 for a fair and efficient resolution of this Litigation.

9       **2. Appointment of Class Representative and Class Counsel.** The Court finds  
10 that Plaintiff Khalid Rast will likely satisfy the requirements of Arizona law and should be  
11 appointed as the Settlement Class Representative. Additionally, the Court finds that Carly  
12 M. Roman and Raina C. Borrelli of Strauss Borrelli PLLC will likely satisfy the  
13 requirements of Arizona law and should be appointed as Class Counsel.

14       **3. Preliminary Approval of the Settlement.** Upon preliminary review, the  
15 Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of  
16 the Settlement to the Settlement Class and accordingly is preliminarily approved. In  
17 making this determination, the Court has considered the monetary and non-monetary  
18 benefits provided to the Settlement Class through the Settlement, including reimbursement  
19 for Ordinary Losses, Extraordinary Losses, lost time, an Alternative Cash Payment, and  
20 credit monitoring and identity theft protection services, the specific risks faced by the  
21 Settlement Class in prevailing on their claims, the good faith, arms' length negotiations  
22 between the Parties and absence of any collusion in the Settlement, the effectiveness of the  
23 proposed method for distributing relief to the Settlement Class, the proposed manner of  
24 allocating benefits to Settlement Class Members, the equitable treatment of the Settlement  
Class Members under the Settlement, and all of the other factors required by Arizona  
statutory law and relevant case law.

1           **4.     Jurisdiction and Venue.** The Court finds that it has subject matter  
2 jurisdiction over this Action and personal jurisdiction over the Parties. Venue is proper in  
3 this Court.

4           **5.     Final Approval Hearing.** Final Approval Hearing. A Final Approval  
5 Hearing shall be held on **FRIDAY, JULY 10, 2026, at 11:00 a.m.,** where the Court will  
6 determine, among other things, whether: (a) the Settlement Class should be finally certified  
7 for settlement purposes; (b) the Settlement should be approved as fair, reasonable, and  
8 adequate, and finally approved; (c) Settlement Class Members (who have not timely and  
9 validly excluded themselves from the Settlement) should be bound by the releases set forth  
10 in the Settlement Agreement; (d) the application of Settlement Class Counsel for an award  
11 of Attorney Fees, Costs, and Expenses should be approved; and (e) the application of the  
12 Settlement Class Representative for a Service Award should be approved.

13           **6.     Settlement Administrator.** The Court appoints Simpluris as Settlement  
14 Administrator. The Settlement Administrator is directed to perform all tasks the Settlement  
15 Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms  
16 of the Settlement Agreement.

17           **7.     Notice Program.** The proposed notice program set forth in the Settlement  
18 Agreement and the Notices and Claim Form attached to the Settlement Agreement are  
19 hereby approved. Non-material modifications to these Exhibits may be made by the  
20 Settlement Administrator in consultation and agreement with the Parties, but without  
21 further order of the Court.

22           **8.     Findings Concerning Notice.** The Court finds that the proposed form,  
23 content, and method of giving Notice to the Settlement Class as described in the Settlement  
24 Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement  
Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class  
Members of the pendency of the Action, the terms of the proposed Settlement, and their  
rights under the proposed Settlement, including, but not limited to, their rights to object to

1 or exclude themselves from the proposed Settlement and other rights under the terms of  
2 the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient  
3 notice to all Settlement Class Members and other persons entitled to receive notice; (d)  
4 meet all applicable requirements of law; and (e) meet the requirements of the Due Process  
5 Clauses of the United States Constitution and the Arizona Constitution. The Court further  
6 finds that the Notice provided for in the Settlement Agreement is written in plain language,  
7 uses simple terminology, and is designed to be readily understandable by Settlement Class  
8 Members. The Settlement Administrator is directed to carry out the Notice program in  
9 conformance with the Settlement Agreement.

10 **9. Exclusion from Class.** Any Settlement Class Member who wishes to be  
11 excluded (i.e., “opt-out”) from the Settlement Class must individually sign and timely  
12 submit an opt-out request in the manner provided in the Settlement Agreement. The written  
13 request must clearly manifest a person’s intent to be excluded from the Settlement Class,  
14 as set forth in the Settlement Agreement, and must be submitted individually, i.e., one  
15 request is required for every Settlement Class Member seeking exclusion. To be effective,  
16 such requests for exclusion must be postmarked no later than the Opt-Out Deadline, which  
17 is no later than sixty (60) days from the Notice Deadline, and as stated in the Notice. If a  
18 Final Approval Order and Judgment is entered, all Persons falling within the definition of  
19 the Settlement Class who do not timely and validly request to be excluded from the  
20 Settlement Class shall be bound by the terms of this Settlement Agreement and the Final  
21 Approval Order and Judgment. All Persons who submit valid and timely requests to be  
22 excluded from the Settlement Class shall not receive any benefits or be bound by the terms  
23 of the Settlement Agreement and shall have no right to object to the Settlement or to  
24 participate at the Final Approval Hearing.

**10. Objections and Appearances.** A Settlement Class Member desiring to  
object to the Settlement Agreement may submit a timely written objection by the Objection  
Deadline, which will be sixty (60) days after the Notice Deadline, in the manner provided

1 in the Settlement Agreement. The Notice shall advise Settlement Class Members of the  
2 deadline for submission of any objections—the “Objection Deadline.” Any such objections  
3 to the Settlement Agreement must be written and must include all of the following: (i) the  
4 name of the Action; (ii) the Settlement Class Member’s full name and current mailing  
5 address; (iii) a statement that states with specificity the grounds for the objection, as well  
6 as any documents supporting the objection; (iv) the identity of any attorneys representing  
7 the objector; (v) a statement regarding whether the Settlement Class Member (or his/her  
8 attorney) intends to appear at the Final Approval Hearing; (vi) information identifying the  
9 objector as a Settlement Class Member, including proof that the objector is within the  
10 Settlement Class (*e.g.*, copy of the Notice or copy of original notice of the Data Incident);  
11 and (vii) the signature of the Settlement Class Member or the Settlement Class Member’s  
12 attorney.

13 To be timely, written notice of an objection must be filed with the Court by the  
14 Objection Deadline, which is no later than sixty (60) days from the Notice Deadline. Any  
15 Settlement Class Member who fails to comply with the requirements for objecting shall  
16 waive the right to object or to be heard at the Final Approval Hearing and shall be forever  
17 barred from making any objection to the Settlement and shall be bound by the terms of the  
18 Settlement Agreement and by all proceedings, orders, and judgments in the Action. The  
19 provisions stated in the Settlement Agreement and in this paragraph shall be the exclusive  
20 means for any challenge to the Settlement Agreement. Any challenge to the Settlement  
21 Agreement, the final order approving this Settlement Agreement, or the Final Order and  
22 Judgment to be entered upon final approval shall be pursuant to appeal under the Arizona  
23 Rules of Appellate Procedure and not through a collateral attack.

24 **11. Claims Process.** Settlement Class Counsel and Defendant have created a  
process for Settlement Class Members to claim benefits under the Settlement. The Court  
preliminarily approves this process and directs the Settlement Administrator to make the  
Claim Form or its substantial equivalent available to Settlement Class Members in the

1 manner specified in the Notice. The Settlement Administrator will be responsible for  
2 effectuating the claims process. Settlement Class Members who qualify for and wish to  
3 submit a Claim Form shall do so in accordance with the requirement and procedures  
4 specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all  
5 Settlement Class Members who qualify for any benefit under the Settlement but fail to  
6 submit a claim in accordance with the requirements and procedures specified in the Notice  
7 and the Claim Form shall be forever barred from receiving any such benefit, but will in all  
8 other respects be subject to and bound by the provisions in the Final Order and Judgment,  
9 including the releases contained therein.

10 **12. Termination of Settlement.** This Preliminary Approval Order shall become  
11 null and void and shall be without prejudice to the rights of the Parties, all of whom shall  
12 be restored to their respective positions existing before the Court entered this Preliminary  
13 Approval Order and before they entered the Settlement Agreement, if: (a) the Court does  
14 not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the  
15 Court or is terminated in accordance with the Settlement Agreement; or (c) there is no  
16 Effective Date, as defined in the Settlement Agreement. In such event, (i) the Parties shall  
17 be restored to their respective positions in the Action prior to execution of the Settlement  
18 Agreement and shall jointly request that all scheduled Action deadlines be reasonably  
19 extended by the Court so as to avoid prejudice to any Party or Party's counsel; (ii) the terms  
20 and provisions of the Settlement Agreement shall have no further force and effect with  
21 respect to the Parties and shall not be used in the Action or in any other proceeding for any  
22 purpose, and (iii) any judgment or order entered by the Court in accordance with the terms  
23 of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

24 **13. Use of Order.** This Preliminary Approval Order shall be of no force or effect  
if the Final Order and Judgment is not entered or there is no Effective Date, as defined in  
the Settlement Agreement, and shall not be construed or used as an admission, concession,  
or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or

1 propriety of certifying any class. Nor shall this Preliminary Approval Order be construed  
2 or used as an admission, concession, or declaration by or against the Class Representative  
3 or any other Settlement Class Member that his or her claims lack merit or that the relief  
4 requested is inappropriate, improper, unavailable, or as a waiver by any Party of any  
5 defense or claims they may have in this Action or in any other lawsuit.

6 **14. Continuance of Hearing.** The Court reserves the right to adjourn or continue  
7 the Final Approval Hearing and related deadlines without further written notice to the  
8 Settlement Class. If the Court alters any of those dates or times, the revised dates and times  
9 shall be posted on the Settlement Website maintained by the Settlement Administrator. The  
10 Court may approve the Settlement, with such modifications as may be agreed upon by the  
11 Parties, if appropriate, without further notice to the Settlement Class.

12 **15. Stay of Litigation.** Except as necessary to effectuate this Preliminary  
13 Approval Order, all proceedings in the Action, other than those related to approval of the  
14 Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class  
15 Members concerning the Released Claims are hereby enjoined and stayed pending Final  
16 Approval of the Settlement Agreement.

17 **16. Schedule and Deadlines.** The Court orders the following schedule of dates  
18 for the specified actions/further proceedings.

19		
20	Defendant provides class list to the Settlement Administrator	Within fifteen (15) days of entry of the Preliminary Approval Order.
21		
22	Notice Deadline	No later than thirty (30) days after entry of the Preliminary Approval Order
23		
24	Objection Deadline	Sixty (60) days after the Notice Deadline
	Opt-Out Deadline	Sixty (60) days after the Notice Deadline
	Claims Deadline	Ninety (90) days after the Notice Deadline

Class Counsel’s Motion for Final Approval (including request for Attorney Fees, Costs, and Service Award)	Forty-five (45) days before the Final Approval Hearing
Final Approval Hearing	No earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order.
Compliance Hearing	<i>To be set by the Court</i> Set for <b>FRIDAY, JULY 10, 2026, at 11:00 A.M.</b>

**IT IS SO ORDERED** on this \_\_\_\_\_ day of April, 2026.

\_\_\_\_\_  
The Honorable Scott Minder

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# eSignature Page 1 of 1

Filing ID: 21790310 Case Number: CV2025-024424  
Original Filing ID: 21633072

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Granted with Modifications



/S/ Scott Minder Date: 4/6/2026  
Judicial Officer of Superior Court

**ENDORSEMENT PAGE**

CASE NUMBER: CV2025-024424

SIGNATURE DATE: 4/6/2026

E-FILING ID #: 21790310

FILED DATE: 4/7/2026 8:00:00 AM

CRISTINA PEREZ HESANO

MICHAEL F BEETHE