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Class*

Electronically Filed by
Superior Court of California,
Contra Costa County
10/23/2025
By: N. McCallister-Villa, Deputy

SUPERIOR COURT OF CALIFORNIA

COUNTY OF CONTRA COSTA

MICHAEL RAY, on behalf of himself and on
behalf of all others similarly situated,

Plaintiffs,

v.

SIMPSON STRONG-TIE CO., INC.,

Defendant.

Case No. C24-01022

*[Assigned for all purposes to: Hon. Edward G.
Weil]*

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

Date: 10/9/2025

Time: 9:00 a.m.

Dept.: 39

Action Filed: April 16, 2024

Trial Date: Not Set

WHEREAS, the above-styled Action was filed on April 16, 2024;

WHEREAS, Plaintiff Michael Ray, ("Plaintiff"), individually and on behalf of himself and the proposed Class (defined below), and Defendant Simpson Strong-Tie Co., Inc. ("Simpson Strong-Tie" or "Defendant"), (collectively, the "Settling Parties"), have entered into a Settlement Agreement ("Settlement Agreement") resolving the Action, subject to Court approval;

1 WHEREAS, the Action was settled as a result of arm's-length negotiations, investigation
2 and informal discovery sufficient to permit counsel and the Court to act knowingly, and counsel
3 are well experienced in similar class action litigation; and

4 WHEREAS, Plaintiff, the proposed Class Representative, has moved the Court for entry
5 of an order preliminarily approving the Settlement, conditionally certifying the Class for settlement
6 purposes only, and approving the form and method of notice upon the terms and conditions set
7 forth in the Settlement Agreement, together with all exhibits thereto.

8 WHEREAS, the Court having considered the Settlement Agreement, together with all
9 exhibits thereto and records in this case, and the arguments of counsel and for good cause
10 appearing, hereby orders as follows:

11 **I. CONDITIONAL CERTIFICATION OF THE CLASS**

12 1. Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement
13 is GRANTED. The terms defined in the Settlement Agreement shall have the same meaning in
14 this Order.

15 2. Having made the findings set forth below and in its Tentative Ruling which became
16 the order of the court on October 9, 2025 (attached as **Exhibit 1**), the Court conditionally certifies
17 the following Class of individuals, for settlement purposes only:

18 All individuals residing in the United States to whom Defendant or
19 its authorized representative sent notice of a Data Security Incident
discovered on or about October 10, 2023.

20 3. Excluded from the Class are: (i) Simpson Strong-Tie and Simpson Strong-Tie's
21 parents, subsidiaries, affiliates, officers and directors, and any entity in which Simpson Strong-Tie
22 has a controlling interest; (ii) all individuals who make a timely election to be excluded from this
23 proceeding using the correct protocol for opting out; and (iii) all judges assigned to hear any aspect
24 of the Litigation, as well as their immediate family members.

25 4. For settlement purposes only, with respect to the Class, the Court preliminarily
26 finds the prerequisites for a class action pursuant to California Code of Civil Procedure 382 have
27 been met, in that: (a) the Class is so numerous that joinder of all individual Class Members in a
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1 single proceeding is impracticable; (b) questions of law and fact common to all Class Members
2 predominate over any potential individual questions; (c) the claims of the Plaintiff are typical of
3 the claims of the Class; (d) Plaintiff and proposed Class Counsel will fairly and adequately
4 represent the interests of the Class; and (e) a class action is the superior method to fairly and
5 efficiently adjudicate this controversy.

6 5. The Court hereby appoints Plaintiff as Class Representative for the Class.

7 6. The Court hereby appoints M. Anderson Berry and Gregory Haroutunian of Emery
8 Reddy, PLLC. as Class Counsel.

9 **II. PRELIMINARY APPROVAL**

10 7. The terms of the Settlement, including its proposed release, are preliminarily
11 approved as within the range of fair, reasonable, and adequate, and are sufficient to warrant
12 providing notice of the Settlement to the Class in accordance with the Notice Plan, and are subject
13 to further and final consideration at the Final Approval Hearing provided for below. In making
14 this determination, the Court considered the fact that the Settlement is the product of arm's-length
15 negotiations and conducted by experienced and knowledgeable counsel, the current posture of the
16 Action, the benefits of the Settlement to the Class, and the risk and benefits of continuing litigation
17 to the Settling Parties and the Class.

18 8. The Court will hold a compliance hearing after the settlement has been completely
19 implemented. Class Counsel shall submit a compliance statement one week before the compliance
20 hearing date. Five percent (5%) of approved attorneys' fees shall be withheld by the Settlement
21 Administrator pending satisfactory compliance as found by the Court.

22 9. As provided for in the Settlement Agreement, if the Court does not grant final
23 approval of the Settlement or if the Settlement is terminated or cancelled in accordance with its
24 terms, then the Settlement, and the conditional certification of the Class for settlement purposes
25 only provided for herein, will be vacated and the Action shall proceed as though the Class had
26 never been conditionally certified for settlement purposes only, with no admission of liability or
27 merit as to any issue, and no prejudice or impact as to any party's position on the issue of class
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1 certification or any other issue in the case.

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3 **III. NOTICE OF THE SETTLEMENT TO THE CLASS**

4 10. The Court appoints Simpluris, Inc. as the Settlement Administrator. The
5 responsibilities of the Settlement Administrator are set forth in the Settlement Agreement.

6 11. The Court has considered the Notice provisions of the Settlement, the Notice Plan
7 set forth in the Settlement Agreement and the Short Notice, Email Notice, and Long Form Notice,
8 attached as Exhibits D-1, D-2, and B to the Settlement Agreement, respectively. The Court finds
9 that the direct emailing and/or mailing of Notice in the manner set forth in the Notice Plan is the
10 best notice practicable under the circumstances, constitutes due and sufficient notice of the
11 Settlement and this Order to all persons entitled thereto, and is in full compliance with applicable
12 law and due process. The Court approves as to form and content the Short Notice, Email Notice,
13 and Long Form Notice in the forms attached as Exhibits D-1, D-2, and B, respectively, to the
14 Settlement Agreement. The Court orders the Settlement Administrator to commence the Notice
15 Plan following entry of this Order in accordance with the terms of the Settlement Agreement.

16 12. The Court approves as to form and content the Claim Form attached as Exhibit A
17 to the Settlement Agreement.

18 13. Class Members who qualify for and wish to submit a Claim Form under the
19 Settlement shall do so in accordance with the requirements and procedures of the Settlement
20 Agreement and the Claim Form under which they are entitled to seek relief. The Claim Deadline
21 is 90 days after the Notice Commencement Date. All Class Members who fail to submit a claim
22 in accordance with the requirements and procedures of the Settlement Agreement and respective
23 Claim Form shall be forever barred from receiving any such benefit but will in all other respects
24 be subject to and bound by the provisions of the Settlement and the releases contained therein.

25 **IV. REQUESTS FOR EXCLUSION FROM THE CLASS**

26 14. Each person wishing to opt out of the Class must individually sign and timely
27 submit written notice of such intent to the designated Post Office box established by the Settlement
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1 Administrator. The written notice must clearly manifest the Person's intent to be excluded from
2 the Settlement. To be effective, written notice must be postmarked no later than 60 days after the
3 Notice Commencement Date.

4 15. Persons who submit valid and timely notices of their intent to be excluded from the
5 Class shall neither receive any benefits of nor be bound by the terms of the Settlement.

6 16. Persons falling within the definition of the Class who do not timely and validly
7 request to be excluded from the Class shall be bound by the terms of the Settlement, including its
8 releases, and all orders entered by the Court in connection therewith.

9 **V. OBJECTIONS**

10 17. Each Class Member desiring to object to the Settlement in writing must submit a
11 timely written notice of his or her objection to Class Counsel and counsel for Simpson Strong-Tie.
12 Such notice must include: (i) the objector's full name, address, telephone number, and email
13 address (if any); (ii) the case name and docket number, *Michael Ray v. Simpson Strong-Tie Co.,*
14 *Inc.*, Contra Costa County, Superior Court Case No. CV24-01022; (iii) information identifying the
15 objector as a Class Member, including proof that the objector is a member of the Class (*e.g.*, copy
16 of original notice of the Data Breach or a statement explaining why the objector believes he or she
17 is a Class); (iv) a written statement of all grounds for the objection, accompanied by any legal
18 support for the objection the objector believes applicable; (v) the identity of all counsel representing
19 the objector in connection with the objection; (vi) a statement whether the objector and/or his or her
20 counsel will personally appear at the Final Approval Hearing; and (vii) the objector's signature or
21 the signature of the objector's duly authorized attorney or other duly authorized representative.

22 18. To be timely, written notice of an objection in the appropriate form must be mailed,
23 with a postmark date no later than the Objection Date, to the settlement administrator.

24 19. The court in its discretion may hear from any Settlement Class Member who attends
25 the Final Approval hearing and asks to speak regarding his or her objection regardless of whether
26 that Settlement Class Member submitted a written objection.

27 20. Unless otherwise ordered by the Court, any Class Member who does not timely
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object in the manner prescribed above shall be deemed to have waived all such objections and shall forever be foreclosed from making any objection to the fairness, adequacy, or reasonableness of the Settlement, including its releases, the Order and Judgment approving the Settlement, and Class Counsels' motion for a Fee Award and Costs and Plaintiff's Service Award.

VI. THE FINAL APPROVAL HEARING

21. The Court will hold a Final Approval Hearing on March 26, 2026, at 9 a.m., at the Contra Costa County Courthouse, 725 Court Street, Martinez, CA 94553, Department 39, to consider: (a) whether certification of the Class for settlement purposes only should be confirmed; (b) whether the Settlement should be approved as fair, reasonable, adequate and in the best interests of the Class; (c) the application by Class Counsel for an award of attorneys' fees, costs and expenses as provided for under the Settlement; (d) the application for Plaintiff's service award as provided for under the Settlement; (e) whether the release of Released Claims as set forth in the Settlement should be provided; (f) whether the Court should enter the [Proposed] Final Order and [Proposed] Judgment; and (g) ruling upon such other matters as the Court may deem just and appropriate. The Final Approval Hearing may, from time to time and without further notice to Class Members, be continued or adjourned by order of the Court.

22. No later than March 4, 2026, the Plaintiff shall file their Motion for Final Approval of Class Action Settlement and their Motion for Award of Attorneys' Fees and Expenses and Plaintiff's Service Awards. No later than March 19, 2026, Plaintiff shall file his Reply Brief in Support of Motion for Final Approval of Class Action Settlement Agreement and their Reply Brief in Support of Motion for Award of Attorneys' Fees and Expenses and Plaintiff's Service Awards, including as needed to respond to any valid and timely objections.

23. The related periods for events preceding the Final Approval Hearing are as follows:

Event	Timing
Simpson Strong-Tie to provide Settlement Administrator with Class Member Information	No later than 14 days after entry of this Order
Notice Commencement Date	Within 30 days after entry of this Order

Event	Timing
Claims Deadline	90 days after the Notice Commencement Date
Opt-Out Deadline	60 days after the Notice Commencement Date
Objection Deadline	60 days after the Notice Commencement Date
Motion for Final Approval and Motion for Attorneys' Fees and Expenses and Service Awards	16 court days prior to the Final Approval Hearing
Reply Papers in Support of Final Approval and in Support of Motion for Attorneys' Fees and Expenses and Service Awards	5 court days prior to the Final Approval Hearing
Final Approval Hearing	March 26, 2026 (at least 100 days after Notice Commencement Date)

24. Any action brought by a Class Member concerning a Released Claim shall be stayed pending final approval of the Settlement.

IT IS SO ORDERED.

10/20/2025

Dated: _____



Hon. Edward Weil

HON. EDWARD G. WEIL
JUDGE OF THE SUPERIOR COURT

1 *Ray, et al. v. Simpson Strong-Tie Co., Inc.*
2 Contra Costa Case No.: C24-01022

3 **PROOF OF SERVICE**
4 **[CCP §1013 et seq.]**

5 The undersigned declares:

6 I am employed in the County of Sacramento, State of California. I am over the age of 18
7 years and not a party to the within action; I am employed by Clayco C. Arnold, PC, 865 Howe
8 Avenue, Sacramento, CA 95825.

9 On the date set forth below, I served the foregoing document(s) described as:

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

- 12 ☐ **by mail** on the following party(ies) in said action, in accordance with Code of Civil
13 Procedure § 1013(a), by placing a true copy thereof enclosed in a sealed envelope in a
14 designated area for outgoing mail, addressed as set forth below. At Boutin Jones Inc., mail
15 placed in that designated area is given the correct amount of postage and is deposited that
16 same day, in the ordinary course of business, in a United States mailbox in the City of
17 Sacramento, California;
- 18 ☐ **by personally delivering** a true copy thereof, in accordance with Code of Civil Procedure
19 § 1011, to the person(s) and at the address(es) set forth below;
- 20 ☐ **by overnight delivery** on the following party(ies) in said action, in accordance with Code of
21 Civil Procedure § 1013(c), by placing a true copy thereof enclosed in a sealed envelope, with
22 delivery fees paid or provided for, and delivering that envelope to an overnight express
23 service carrier as defined in Code of Civil Procedure § 1013(c);
- 24 ☐ **by electronic transmission** in accordance with Code of Civil Procedure § 1010.6, to the
25 following party(ies) at the email address(es) indicated. The transmitting email address is
26 listed in the signature block below;
- 27 ☐ **by transmitting via Case Anywhere** electronic transmission the document(s) listed above
28 to the addressees listed below at the email addresses indicated:

addressed to the person(s) on whom it is to be served, whose name(s) and address(es) are listed
below:

Paul M. DeMarco (SBD 112834) MARKOVITS, STOCK & DEMARCO, LLC 119 East Court Street, Suite 530 Cincinnati, OH 45202 Telephone: (513) 651-3700 Facsimile: (513) 665-0219 <i>pdemarco@msdlegal.com</i>	Counsel for Plaintiff <i>Michael Ray</i>
--	--

1 Jon P. Kardassakis
2 Brant H. Dveirin
3 Danielle E. Stierna
4 **LEWIS BRISBOIS BISGAARD & SMITH LLP**
5 633 West 5th Street, Suite 4000
6 Los Angeles, CA 90071
Telephone: (213) 250-1800
Jon.Kardassakis@lewisbrisbois.com
Brant.Dveirin@lewisbrisbois.com
Danielle.Stierna@lewisbrisbois.com

Counsel for Defendant
Simpson Stong-Tie, Co., Inc.

7 I declare under penalty of perjury under the laws of the State of California that the foregoing
8 is true and correct. Executed on October 17, 2025 at Sacramento, California.

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12 _____
13 MARA PONCE
14 (*mara@justice4you.com*)
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EXHIBIT 1

Superior Court of California, Contra Costa County

Department 39
925-608-1000
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S. Lind
Court Executive Officer

MINUTE ORDER

MICHAEL RAY VS. SIMPSON STRONG-TIE CO., INC.

C24-01022

HEARING DATE: 10/09/2025

PROCEEDINGS: *HEARING ON MOTION IN RE: PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

DEPARTMENT 39
JUDICIAL OFFICER: EDWARD G WEIL

CLERK: BROOKE POOL
COURT REPORTER: NOT REPORTED
BAILIFF: KIAN LAVASSANI

JOURNAL ENTRIES:

Appearances:

No appearance by or for either party.

Proceedings:

There being no opposition to the tentative ruling, the tentative ruling becomes the order of the court as follows:

TENTATIVE RULING:

Plaintiff Michael Ray moves for preliminary approval of his class action settlement with defendant Simpson Strong-Tie Co., Inc. The case arises from an alleged "data incident."

A. Background and Settlement Terms

The complaint alleges that on or around October 9, 2023, hackers gained access to Simpson's IT systems and accessed or acquired class members personally identifiable information ("PII").

The original complaint was filed on April 16, 2024.

The parties engaged in early informal discovery.

The proposed settlement would certify a class of all persons who were given notice by defendant. It includes approximately 5,000 members.

Class members will receive four different forms of relief: (1) two years of identity-theft protection and reedit monitoring; (2) up to \$500 in compensation for out-of-pocket expenses for losses incurred as a result of the incident, including "lost time" for up to 4 hours at \$20 per hour (3) up to \$5,000 in compensation to anyone who was a victim of actual identity theft; and (4) Simpson will spent \$957,000 on security changes to its data network. The retail value of the identity theft protection for two years is approximately \$478. Thus, if the participation rate is between 1% and 9%, the retail value would be \$23,940 to \$215,460. The cost of the expense reimbursements depends on the number of

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S. Lind
Court Executive Officer

participants and the validity of their claims. Hypothetically, if 5% of the class members obtained an average of \$250, the total reimbursement would be \$62,500. Plaintiff cites similar settlements in which the claims rate was .7 to .9%. Since the agreement does not contain any ceiling on the amount to be paid out if the number of applicants is higher than expected, Simpson bears the risk of this event, and it is not necessary to have an estimate of the likely total amount of applicants.

The class will be given mail notice. A settlement website will be maintained, which can be used for filing reimbursement claims. Various prescribed follow-up steps will be taken with respect to mail that is returned as undeliverable. The class members will be required to file a claim. Class members may object or opt out of the settlement. The Settlement administrator would be Simpluris. A system is established for resolving any disputes about the validity of any claims. The administrator's compensation is not stated, but would be paid by Simpson.

The settlement contains release language covering "released claims," which are identified as in the memorandum of points and authorities as "claims that were, or could be, asserted based on the facts alleged in the complaint." The agreement itself defines release claims as any claim "that has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the released Persons reasonably related to the operative facts alleged in or otherwise described by the Complaint." (Settlement, Par. 1.24.) Under recent appellate authority, the limitation to those claims with the "same factual predicate" as those alleged in the complaint is critical. (*Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 537 ["A court cannot release claims that are outside the scope of the allegations of the complaint." "Put another way, a release of claims that goes beyond the scope of the allegations in the operative complaint' is impermissible." (*Id.*, quoting *Marshall v. Northrop Grumman Corp.* (C.D. Cal.2020) 469 F.Supp.3d 942, 949.) Because all released claims must be related to the facts alleged in the Complaint, these requirements appear to be satisfied.

Where the administrator issues a check for expense reimbursement, but the check is not cashed, the agreement provides that the class member would become ineligible for the payment, i.e., they would be retained by defendant. In this case, given that a check would be issued only to a class member who went to the trouble to file and support a claim, the likelihood of the amount of such uncashed checks would be significant is quite small. Accordingly, the Court will not require, at this stage of the proceeding, that any other provision be made for voided checks. (Note that giving any such funds to a cy pres recipient would trigger the requirements of Code of Civil Procedure sections 382.4 and 384(b).)

Plaintiffs' counsel will seek, by motion, attorney's fees not to exceed \$240,000 and litigation costs of \$1,667.69. The named plaintiff seeks a service award in the amount of \$2,000. These fees, plus the costs of claims administration and the costs of class notice,

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will be paid by the Simpson.

B. Legal Standards

The primary determination to be made is whether the proposed settlement is “fair, reasonable, and adequate,” under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, including “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction ... to the proposed settlement.” (See also *Amaro v. Anaheim Arena Mgmt., LLC*, *supra*, 69 Cal.App.5th 521.)

California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy. (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) Moreover, “[t]he court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter.” (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that *Neary* does not always apply, because “[w]here the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutary purpose.” (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

C. Attorney fees

Plaintiff will seek no more than \$240,000 in attorney’s fees. The basis for this amount is not stated. Often in class actions, the amount sought is a percentage of a common fund. There is no identified fund here, however. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: “If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment.” (*Id.*, at 505.) Following typical practice, however, the fee award will not be considered at this time, but only as part of final approval. Under these circumstances, it appears that a lodestar analysis would be appropriate.

Similarly, the requested representative payment of \$2,000 for plaintiff will be reviewed at time of final approval. Criteria for evaluation of representative payment

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requests are discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807.

D. Conclusion

The Court finds that the proposed agreement is sufficiently fair, reasonable, and adequate to justify preliminary approval, and the motion is granted.

Counsel are directed to prepare an order reflecting this tentative ruling, in the previously submitted proposed order, and to obtain a hearing date for the motion for final approval from the Department clerk. Other dates in the scheduled notice process should track as appropriate to the hearing date. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented. Plaintiffs' counsel are to submit a compliance statement one week before the compliance hearing date. 5% of the attorney's fees are to be withheld by the claims administrator pending satisfactory compliance as found by the Court.

DATE: 10/9/2025

BY: /s/B. Pool

B. POOL, DEPUTY CLERK