

FILED
San Francisco County Superior Court

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DEC 24 2025

CLERK OF THE COURT
BY: CD Deputy Clerk

Attorneys for Plaintiff and the Proposed Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

RICHARD CRESSE, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

RINA ACCOUNTANTS & ADVISORS,

Defendant.

Case No. 22-CGC-601995

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Judge: Hon. Judge Christine Van Aken
Hearing Date: December 18, 2025
Time: 9:00 AM
Dept. 301

Complaint Filed: September 28, 2022
Trial Date: None Set

1 **THIS MATTER HAVING** come before this Court for an Order preliminarily certifying
2 the Settlement Class and preliminarily approving a settlement between Plaintiff, Richard Cresse
3 and Defendant, RINA Accountants & Advisors (“Defendant” or “RINA”), and this Court having
4 reviewed the Settlement Agreement and attachments thereto (“Agreement”), executed by the
5 Parties, and submitted to the Court with the Unopposed Motion for Preliminary Approval of Class
6 Action Settlement (“Motion”);

7 **IT IS HEREBY ORDERED** as follows:

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

11 2. For purposes of the settlement only, and conditioned upon the settlement receiving
12 final approval following the final approval hearing, this Court hereby conditionally certifies the
13 Settlement Class, defined as: “All individuals whose personally identifiable information (‘PII’),
14 including Social Security Numbers, was compromised in the Data Breach disclosed by RINA on
15 or about August 1, 2022.” Excluded from the Class are the Judge presiding over this action and
16 the Court staff, as well as those members of the Class who opt-out from the settlement pursuant
17 to the procedures set forth in the Agreement and this Preliminary Approval Order.

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

1 4. For the purposes of settlement only, the Court finds and determines that Plaintiff
2 Richard Cresse will fairly and adequately represent the interests of the Class in enforcing their
3 rights in the action and appoints him as the class representative.

4 5. For purposes of settlement only, the Court appoints as Class Counsel the law firm
5 of Meyer Wilson Werning Co., LPA.

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

9 7. The Final Approval Hearing Date shall be May 4, 2016, at 9:30 a.m. before the
10 Honorable Judge Rochelle East in Department 610, Courtroom 301, 400 McAllister Street, San
11 Francisco California 94102 to consider: (a) the fairness, reasonableness and adequacy of the
12 proposed Agreement; (b) any objections made by Class Members to the proposed Agreement; (c)
13 whether the Agreement should be finally approved by this Court; (d) Class Counsel's motion for
14 attorneys' fees and costs; (e) the motion seeking a service award for the Plaintiff as class
15 representative; and (f) such other matters as this Court may deem proper and necessary.

16 8. Class Counsel are to file and serve the Motion for Fees, Costs, and Service Award
17 fourteen days before the deadline to object, which is 60 days after the deadline to send Notice to
18 the Class.

19 9. Class Counsel are to file and serve the Motion for Final Approval 14 days before
20 the Final Approval Hearing.

21 10. The proposed forms of Class Notice are attached to the Agreement as Exhibits A-
22 B, and are hereby approved for the purpose of notifying the members of the Class of the proposed
23 settlement, the Final Approval Hearing date, and the rights of the members of the Class to exclude
24 themselves or object to the settlement, and shall be sent to the members of the Class substantially
25 in the forms approved. The parties may by mutual written consent make non-substantive changes
26 to the notices without Court approval. The costs of giving notice to the members of the Classes
27 will be paid from the Settlement Fund.

1 11. The Settlement Administrator shall send Notice within 30 days after the entry of
2 this Preliminary Approval Order. The Long Form Notice shall be posted on the settlement website
3 created by the Settlement Administrator and be available on request made to the Settlement
4 Administrator.

5 12. Within 7 days after the opt-out deadline, the Settlement Administrator shall
6 provide a report to the parties summarizing the total number of written notifications of exclusion
7 received and the total number of Claim Forms received.

8 13. The Notice, as set forth in Exhibits A-B to the Agreement and to be issued in the
9 manner described in the Agreement, is the best notice practicable, and is reasonably calculated,
10 under the circumstances, to apprise the members of the Class of the pendency of this action and
11 their right to participate in, object to, or exclude themselves from the settlement. This Court
12 further finds that the Notice, as set forth in Exhibits A-B to the Agreement, are sufficient notice
13 of the Final Approval Hearing date, the settlement, the Motion for Final Approval and Motion for
14 Fees, Costs, and Service Award, and other matters set forth in the Agreement, and that the Notice
15 set forth in Exhibits A-B of the Agreement fully satisfies the California Rules of Court and due
16 process of law, to all persons entitled thereto.

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

1 15. Any member of the Settlement Class who timely requests exclusion consistent
2 with these procedures may not file an objection to the Settlement and shall be deemed to have
3 waived any rights or benefits under this Settlement. Settlement Class Members who fail to submit
4 a valid and timely request for exclusion shall be bound by all terms of the Settlement Agreement
5 and the Final Judgment.

6 16. Any member of the Settlement Class who has not timely filed a request for
7 exclusion may object to the granting of final approval to the settlement. Settlement Class Members
8 may object on their own or may do so through separate counsel at their own expense.

9 17. Any written objection to the Settlement must include: (i) the name of the Action;
10 (ii) the objector's full name, address, telephone number, and e-mail address; (iii) a statement of
11 the basis on which the objector claims to be a Settlement Class Member; (iv) a written statement
12 of all grounds for the objection, accompanied by any legal support for the objection, and any
13 evidence the objecting Settlement Class Member wishes to introduce in support of the objection;
14 (v) the identity of all counsel, if any, representing the objector, including any former or current
15 counsel who may claim entitlement to compensation for any reason related to the objection to the
16 Settlement or the Fee Application; (vi) a statement confirming whether the objector intends to
17 personally appear and/or testify at the Final Approval Hearing and identifying any counsel
18 representing the objector who intends to appear at the Final Approval Hearing; (vii) a list of any
19 persons who will be called to testify at the Final Approval Hearing in support of the objection;
20 (viii) the objector's signature signed under oath and penalty of perjury or, if legally incapacitated,
21 the signature of their duly authorized representative (along with documentation setting forth such
22 legal incapacitation and representation) (an attorney's signature is not sufficient); and (ix) must
23 be submitted to the Court either by: (a) mailing it to the Clerk of the Court, or; (b) filing the
24 objection in person with the Clerk of the Court. To submit an objection, the objector must send a
25 letter to the Court either by: (a) mailing it to the Clerk of the Court, San Francisco County Superior
26 Court, 400 McAllister Street, San Francisco, CA 94102 or; (b) filing the objection in person at
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1 San Francisco County Superior Court, 400 McAllister Street, San Francisco, CA 94102. Mailed
2 objections must be filed or postmarked 60 days following the Notice Date.

3 18. Any member of the Settlement Class who fails to file and serve a timely written
4 objection in compliance with the requirements of this order and the Settlement Agreement shall
5 be deemed to have waived any objections and shall be foreclosed from making any objections
6 (whether by appeal or otherwise) to the Settlement.

7 19. All pretrial proceedings in this action are stayed and suspended until further order
8 of this Court, except such actions as may be necessary to implement the Agreement and this
9 Preliminary Approval Order.

10 20. In the event that the Settlement Agreement is terminated pursuant to its terms,
11 disapproved by any court (including any appellate court), and/or not consummated for any reason,
12 or it becomes impossible for any reason for the Effective Date to occur, the order certifying the
13 Settlement Class for purposes of effectuating the Settlement, and all preliminary and/or final
14 findings regarding that class certification order, shall be automatically vacated upon notice of the
15 same to the Court, the Action shall proceed as though the Settlement Class had never been
16 certified pursuant to this Settlement Agreement and such findings had never been made, and the
17 Action shall return to the procedural posture on the day before the Settlement Agreement was
18 executed, in accordance with this paragraph.

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

23 22. The parties are directed to carry out their obligations under the Agreement.

24 23. Class Counsel shall serve a copy of this Preliminary Approval Order on all named
25 parties or their counsel with seven days of receipt.

Summary of Applicable Dates

- **Deadline to Send Notice to the Class:** 30 days after entry of Preliminary Approval/Notice Order.
- **Claims Deadline:** 60 days after the deadline to send Notice to the Class.
- **Objection Deadline:** 60 days after the deadline to send Notice to the Class.
- **Opt-Out Deadline:** 60 days after the deadline to send Notice to the Class.
- **Deadline to File Fee Application:** 14 days before the Objection Deadline.
- **Deadline to Respond to Objections and Move for Final Approval:** 14 days before the Final Approval Hearing.
- **Final Approval Hearing Date:** 5/11/2025 at 9 a.m./p.m. (no earlier than 90 days after the deadline to send Notice to the Class).

IT IS SO ORDERED

Dated: 12/19/2015

~~The Honorable Judge Christine Van Aken~~