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14 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **IN AND FOR THE COUNTY OF LOS ANGELES**

16 RABIA SHAHBAZ, individually, and on
behalf of all others similarly situated,

17 Plaintiff,

18 v.

19 COMPEX LEGAL SERVICES, INC.

20 Defendants.

Case No. 24STCV23351

CLASS ACTION

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: April 14, 2026

Time: 8:30 a.m.

Dept.: 6

Judge: Hon. Elihue M. Berle

Complaint Filed: July 3, 2024

Trial Date: None Set

FILED
Superior Court of California
County of Los Angeles

05/22/2026

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

1 VALERIE MAEZ, individually, and on
2 behalf of all others similarly situated,

3 Plaintiff,

4 v.

5 COMPLEX LEGAL SERVICES, INC.

6 Defendant.

Case No. 24STCV23563

7 JOSEPH MULLINS, individually, and on
8 behalf of all others similarly situated,

9 Plaintiff,

10 v.

11 COMPLEX LEGAL SERVICES, INC.

12 Defendant.

Case No. 24STCV25432

13 This matter came before the Superior Court of the State of California, in and for the County
14 of Los Angeles, Department 6, at 8:30 a.m. on April 14, 2026, with Scott Edward Cole of Cole &
15 Van Note and Gregory Haroutunian of Emery Reddy appearing as counsel for Representative
16 Plaintiffs individually, and on behalf of the Settlement Class. Cozen O'Connor LLP appeared for
17 Defendant Complex Legal Services, Inc. ("Defendant").

18 Before the Court is Plaintiffs' Motion for Preliminary Approval of Class Action Settlement
19 (the "Motion"), the terms of which are set forth in a Settlement Agreement with accompanying
20 exhibits filed concurrently with the Declaration of M. Anderson Berry in Support of Plaintiffs'
21 Motion for Preliminary Approval of Class Action Settlement (the "Settlement Agreement").¹
22 Having fully considered the issue, the Court hereby **GRANTS** Plaintiffs' Motion for Preliminary
23 Approval of Class Action Settlement.

24 **IT IS HEREBY ORDERED THAT:**

25 1. Plaintiffs' Motion for Preliminary Approval of Class Action Settlement is
26 **GRANTED**. The terms defined in the Settlement Agreement shall have the same meaning in this
27 Order.

28 ¹ All defined terms herein have the same meaning as set forth in the Settlement Agreement.

1 2. Having made the findings set forth below, the Court conditionally certifies the
2 following Class for settlement purposes only:

3 “All persons whose personally identifiable information and/or protected health
4 information was or could have been impacted as a result of the Cyber Incident,
5 including, including the approximately 57,000 persons who are identified on the
6 Settlement Class List, including Plaintiffs, who were notified that their information
7 may have been disclosed in the Cyber Incident.”

8 3. Excluded from the Settlement Class are (1) the Judge(s) presiding over the Actions,
9 and members of their families, (2) the Defendant, its subsidiaries, parent companies, successors,
10 predecessors, and any entity in which the Defendant or its parents have a controlling interest and
11 their current or former officers, directors, and employees, (3) Persons who properly execute and
12 submit a Request for Exclusion prior to the expiration of the Opt-Out Period and (4) the successors
13 or assigns of any such excluded Persons.

14 4. For settlement purposes only, with respect to the Settlement Class, the Court
15 preliminarily finds the prerequisites for a class action pursuant to California Code of Civil
16 Procedure Section 382 have been met, in that: (a) the Settlement Class is so numerous that joinder
17 of all individual Settlement Class Members in a single proceeding is impracticable, (b) questions
18 of law and fact common to all Settlement Class Members predominate over any potential
19 individual questions, (c) the claims of the Plaintiffs are typical of the claims of the Settlement
20 Class (d) Plaintiffs and proposed Class Counsel will fairly and adequately represent the interests
21 of the Settlement Class and (e) a class action is the superior method to fairly and efficiently
22 adjudicate this controversy.

23 5. The Court hereby appoints Rabia Shahbaz, Valerie Maez, Joseph Mullins, Marcelo
24 Muto, Crystal Markee and Monica Lopez as Class Representatives for the Settlement Class.

25 6. The Court hereby appoints Scott Edward Cole of Cole & Van Note and M.
26 Anderson Berry of Clayeo C. Arnold, A Professional Corporation as Class Counsel.

27 7. The terms of the Settlement, including its proposed release, are preliminarily
28 approved as within the range of reasonableness, and are sufficient to warrant providing notice of
the Settlement to the Settlement Class in accordance with the notice plan, and are subject to further

1 and final consideration at the Final Approval Hearing provided for below. In making this
2 determination, the Court considered the fact that the Settlement is the product of arm's-length
3 negotiations conducted by experienced and knowledgeable counsel, the current posture of the
4 Action, the benefits of the Settlement to the Settlement Class, and the risk and benefits of
5 continuing litigation to the Parties and the Settlement Class.

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

13 9. The Court appoints Simpluris as the Settlement Administrator. The responsibilities
14 of the Settlement Administrator are set forth in the Settlement Agreement.

15 10. The proposed notice plan set forth in the Settlement Agreement and the Notice and
16 Claim Form attached to the Settlement Agreement as **Exhibits 1, 3 and 5** are hereby approved.
17 Non-material modifications to these Exhibits may be made with approval by the Parties but
18 without further order of the Court.

19 11. The Court has considered the Class Notice provisions of the Settlement and the
20 Notice. The Court finds that the direct mailing and/or emailing of Notice in the manner set forth
21 in the notice plan is the best notice practicable under the circumstances, constitutes due and
22 sufficient notice of the Settlement and this Order to all persons entitled thereto and is in full
23 compliance with applicable law and due process. The Court orders the Settlement Administrator
24 to commence the notice plan following entry of this Order in accordance with the terms of the
25 Settlement Agreement.

26 12. Any Settlement Class Member who wishes to be excluded from the Settlement
27 Class must mail a written opt-out Request for Exclusion to the Settlement Administrator at the
28

1 address and in the manner provided in the Notice. Such opt-out Requests for Exclusion must meet
2 the Opt-Out Deadline established by this Order and stated in the Notice.

3 13. For a Request for Exclusion to be properly completed and executed, subject to
4 approval by the Court, it must: identify the case name *Shahbaz, et al. v. Compex Legal Services,*
5 *Inc.*, Case No. 24STCV23351, and include (i) the individual's full name, current mailing address,
6 telephone number and email address, (ii) a statement that they want to be excluded from the Action
7 and (iii) the individual's signature. Any Person who elects to request exclusion from the Settlement
8 Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to
9 relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to
10 object to any aspect of this Agreement. No Person may request to be excluded from the Settlement
11 Class through "mass" or "class" opt-outs.

12 14. No later than 60 days after the Notice Date, the Settlement Administrator shall
13 provide the Settling Parties with a complete and final list of all Opt-Outs who have timely and
14 validly excluded themselves from the Settlement Class and, upon request, copies of all completed
15 Requests for Exclusions.

16 15. If the Final Judgment is entered, any Settlement Class Member who has not
17 submitted a timely, valid written opt-out Request for Exclusion from the Settlement Class shall be
18 bound by all subsequent proceedings, orders and judgments in this Litigation, including but not
19 limited to the release set forth in the Final Judgment. Settlement Class Members who submit valid
20 and timely opt-out Requests for Exclusion shall not be entitled to receive any benefits from the
21 Settlement.

22 16. A Settlement Class Member who does not file a valid and timely Request for
23 Exclusion may file with the Court a notice of intent to object to the Class Settlement Agreement.
24 The Notice shall make clear the Court can only approve or deny the Class Settlement Agreement
25 and cannot change the terms. The Notice shall advise Settlement Class Members of the deadline
26 for submission of any objections. Any such notices of an intent to object to the Class Settlement
27 Agreement must be written and must include the caption *Shahbaz, et al. v. Compex Legal Services,*
28 *Inc.*, Case No. 24STCV23351 all of the following: (i) the Settlement Class Member's full name,

1 current mailing address, telephone number and email address, (ii) information identifying the
2 individual as a Settlement Class Member, (iii) a concise statement for the reasons for the objection,
3 (iv) the name and contact information of any and all attorneys representing, advising, or in any
4 way assisting the individual in connection with the preparation or submission of the objection, (v)
5 a statement indicating whether the individual intends to appear at the Final Approval Hearing
6 (either personally or through their attorneys), (vi) a list of all class action settlements to which the
7 individual has lodged an objection in the last five years and (vii) the individual's signature. To be
8 timely, written notice of an objection in the appropriate form must be filed or postmarked no later
9 than the Objection Deadline.

10 17. The Court will hear from any Class Member who attends the Final Approval
11 Hearing and asks to speak regarding their objection, regardless of whether they have complied
12 with the above procedures.

13 18. Settlement Class Counsel and Defendant have created a process for Settlement
14 Class Members to claim benefits under the Settlement. The Court preliminarily approves this
15 process and directs the Settlement Administrator to make the Claim Form or its substantial
16 equivalent available to Settlement Class Members in the manner specified in the Notice. The
17 Settlement Administrator will be responsible for effectuating the claims process.

18 19. Settlement Class Members who qualify for and wish to submit a Claim Form shall
19 do so in accordance with the requirements and procedures specified in the Notice and the Claim
20 Form. If the Final Judgment is entered, all Settlement Class Members who qualify for any benefit
21 under the Settlement but fail to submit a claim in accordance with the requirements and procedures
22 specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit
23 but will in all other respects be subject to and bound by the provisions in the Final Judgment,
24 including the release.

25 20. This Order shall become null and void and shall be without prejudice to the rights
26 of the Parties, all of whom shall be restored to their respective positions existing before the Court
27 entered this Order and before they entered the Settlement Agreement, if: (i) the Court does not
28 enter this Preliminary Approval Order, (ii) Settlement is not finally approved by the Court or is

1 terminated in accordance with the Settlement Agreement or (iii) the Effective Date does not occur.
2 In such event, the Settlement and Settlement Agreement shall become null and void and be of no
3 further force and effect, and neither the Settlement Agreement nor the Court's orders, including
4 this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

5 21. This Order shall be of no force or effect if the Final Judgment is not entered or there
6 is no Effective Date and shall not be construed or used as an admission, concession or declaration
7 by or against Defendant of any fault, wrongdoing, breach or liability. Nor shall this Order be
8 construed or used as an admission, concession or declaration by or against the Representative
9 Plaintiffs or any other Settlement Class Member that his or her claims lack merit or that the relief
10 requested is inappropriate, improper, unavailable or as a waiver by any party of any defense or
11 claims they may have in this Litigation or in any other lawsuit.

12 22. The Court will hold a Final Approval Hearing on August 31, 2026 at the Superior
13 Court of the State of California, in and for the County of Los Angeles in Department 6, to consider:
14 (a) whether certification of the Settlement Class for settlement purposes only should be confirmed,
15 (b) whether the Settlement should be approved as fair, reasonable, adequate and in the best
16 interests of the Settlement Class, (c) the application by Plaintiffs' Counsel for an award of
17 attorneys' fees, costs and Settlement Administrator expenses as provided for under the Settlement,
18 (d) the application for Plaintiffs' Service Award, as provided for under the Settlement, (e) whether
19 the release of Released Claims as set forth in the Settlement should be provided, (f) whether the
20 Court should enter a Final Order and Judgment and (g) ruling upon such other matters as the Court
21 may deem just and appropriate. The Final Approval Hearing may, from time to time and without
22 further notice to Settlement Class Members, be continued or adjourned by order of the Court. The
23 Settlement Administrator and/or Plaintiffs' Counsel will provide notice to any objecting party of
24 any continuance of the Motion for Final Approval.

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

<u>Event</u>	<u>Date</u>
Deadline for delivery of the Class List to the Claims Administrator	May 5, 2026
Settlement Administrator sends Notice to the Settlement Class	May 19, 2026
Date by which Class Counsel is to file Motion for Final Approval of Settlement and Petition for Award of Attorneys' Fees, Costs and Service Award	June 19, 2026
Last day for Settlement Class Members to object or opt out of the proposed Settlement	July 20, 2026
Deadline for filing responses to objections and for the claims administrator to submit final report regarding the opt-outs and the objections is August 6, 2026	August 6, 2026
Deadline for Settlement Class Members to submit Claim	August 19, 2026
Final Approval Hearing	August 31, 2026, 9:00 a.m., Dept. 6, Spring Street Courthouse



Elihu M. Berle

IT IS SO ORDERED.

By:

Elihu M. Berle / Judge

Dated: May 22, 2026

Hon. Elihu M. Berle
Judge of the Superior Court